



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, FEBRUARY 26, 2025 AT 6:00 PM

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

CITY COUNCIL

Salvador Melendez, Mayor
Georgina Tamayo, Mayor Pro Tem
Scarlet Peralta, Councilmember
Ric Alonzo, Councilmember
Vacant, Councilmember

CITY MANAGER

Raul Alvarez

CITY TREASURER

David Matanga

CITY ATTORNEY

Arnold M. Alvarez-Glasman

CITY CLERK

Christopher Jimenez

DEPARTMENT HEADS

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

Angelica Palmeros
Fernando Pelaez
Luis Lopez
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 - NONE

PUBLIC COMMENTS ON CLOSED SESSION ITEMS - NONE

CLOSED SESSION - NONE

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT - NONE

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

1. RECOGNITION OF NEW POLICE CHIEF LUIS LOPEZ
2. CERTIFICATE OF RECOGNITION FOR THE MONTEBELLO INDIANS CHEER TEAM
3. PRESENTATION ON ENVIRONMENT AND SUSTAINABILITY

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

4. **PUBLIC HEARING TO ADOPT RESOLUTION NO. 24-17 APPROVING THE PROPOSED SUBSTANTIAL AMENDMENT NUMBER THREE (3) TO THE FISCAL YEAR 2020-2021 CDBG/HOME ANNUAL ACTION**

PLAN TO CANCEL A CDBG FUNDED ACTIVITY AND REALLOCATE CDBG FUNDS TO AN EXISTING ACTIVITY**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Substantial Amendment Number Three (3) to the Fiscal Year 2020-2021 CDBG/HOME Annual Action Plan; and
2. Adopt Resolution No. 24-17 approving the Substantial Amendment Number Three (3) to the Fiscal Year 2020-2021 CDBG/HOME Annual Action Plan; and
3. Take such additional, related action that may be desirable.

REGULAR BUSINESS**5. APPOINTMENT TO FILL DISTRICT 4 CITY COUNCIL VACANCY****RECOMMENDATION: It is recommended that the City Council:**

1. Conduct interviews of applicants and make an appointment to fill an existing vacant City Council Seat for the term ending in December 2026; and
2. Take such additional, related action that may be desirable.

6. FISCAL YEAR 2024-25 SECOND QUARTER BUDGET UPDATE, CITY COUNCIL BUDGET PRIORITIES AND COMMUNITY BUDGET FORUM**RECOMMENDATION: It is recommended that the City Council:**

1. Receive and file agenda report and the presentation on the Fiscal Year 2024-25 Second Quarter Budget Report, City Council Budget Priorities and Community Feedback; and,
2. Amend the Master Position Control to Adjust Staffing in the Transit, Parks and Recreation, Fire and Public Works Departments (Attachment C); and,
3. Approve the updated Salary Resolution No. 25-19 (Attachment D); and,
4. Amend the Fiscal Year 2024-25 budget in the amounts and in the accounts listed in Attachment E; and,
5. Provide City Council and allow time for Community Feedback on budget priorities for Fiscal Year 2025-26; and,
6. Take whatever additional actions necessary.

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.

7. ADOPT PLANS AND SPECIFICATIONS FOR FABRICATION AND INSTALLATION OF FULL CAPTURE STORM DRAIN TRASH DEVICES ON LOS ANGELES COUNTY-OWNED CATCH BASINS AND AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Environmental Assessment pursuant to Title 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction specifications for Citywide Catch Basin Connector Pipe Screen and Automatic Retractable Screen Inserts Installation Project – CP 931; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

8. ACCEPTANCE OF THE MONTEBELLO CITY PARK BASEBALL FIELD RENOVATION PROJECT (CP NO. 928) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Montebello City Park Baseball Field Renovation Project (CP No. 928) as completed by California Landscape & Design; and
2. Approve the final contract amount with California Landscape & Design for the construction of the Project in the amount of \$969,068 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of \$48,453 due to California Landscape & Design following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

9. **APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT NO. 4180 WITH KIMLEY-HORN AND ASSOCIATES, INC. TO EXTEND THE COMPLETION DATE FOR BUS STOP IMPROVEMENT PROJECT CONSULTING SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4180 (Agreement No. 4180) with Kimley-Horn and Associates, Inc. (Kimley-Horn & Assoc.), to extend the completion date for Bus Stop Improvement Project (BSIP) Consulting Services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

10. **AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE OUTDOOR RECREATION LEGACY PARTNERSHIP GRANT PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize submission of an application for the Outdoor Recreation Legacy Partnership Grant Program; and
2. Authorize the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably-necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

11. **AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE LA84 FOUNDATION GRANT PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the submission of an application for the LA84 Foundation Grant Program on behalf of the City of Montebello; and
2. Authorize the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably-necessary for the completion of the awarded program; and
3. Take such additional, related action that may be desirable.

12. **APPROVE INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT FOR BLANKET PURCHASE ORDERS ESTABLISHED WITH WAYNE ELECTRIC COMPANY, AFTERMARKET PARTS COMPANY, LLC, AND DARTCO TRANSMISSION SALES & SERVICES INC**

RECOMMENDATION: It is recommended that the City Council:

1. Approve an increase to the total not-to-exceed amount, from \$60,000 to \$80,000, for a blanket purchase order (PO) with Wayne Electric Company (Wayne Electric), to purchase maintenance-related bus parts, for Fiscal Year 2024-25; and

2. Approve an increase to the total not-to-exceed-amount, from \$200,000 to \$385,000, for a blanket PO with Aftermarket Parts Company, LLC (Aftermarket Parts), to purchase maintenance-related bus parts, for FY 2024-25; and
3. Approve an increase to the total not-to-exceed-amount, from \$49,000 to \$70,000, for a blanket PO with Dartco Transmission Sales and Service inc. (Dartco), to purchase maintenance-related bus parts, for FY 2024-2025; and
4. Take such additional, related, action that may be desirable.

13. **PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-18 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 26, 2025**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-18 approving the Warrant Register dated February 26, 2025.

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.

- **Scarlet Peralta, Councilmember**

- **Ric Alonzo, Councilmember**

1. **South Montebello Scholarship: Future Leaders Awardess Announcement**
2. **Requesting a presentation on Exploring the City's Role in Preserving the Historic De Paul Center**

- **Georgina Tamayo, Mayor Pro Tem**

- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on March 12, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, February 23, 2025 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 # 4

**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: PUBLIC HEARING TO ADOPT RESOLUTION NO. 24-17 APPROVING THE PROPOSED SUBSTANTIAL AMENDMENT NUMBER THREE (3) TO THE FISCAL YEAR 2020-2021 CDBG/HOME ANNUAL ACTION PLAN TO CANCEL A CDBG FUNDED ACTIVITY AND REALLOCATE CDBG FUNDS TO AN EXISTING ACTIVITY

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Substantial Amendment Number Three (3) to the Fiscal Year 2020-2021 CDBG/HOME Annual Action Plan; and
2. Adopt Resolution No. 24-17 approving the Substantial Amendment Number Three (3) to the Fiscal Year 2020-2021 CDBG/HOME Annual Action Plan; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

With approval from the City Council, the Finance Director will make the necessary budget adjustments to revenues and appropriations for the Community Development Block Grant (CDBG) Funds in the amount of \$342,443 from the Fiscal Year 2020 award amount. The total amount of CDBG funds allocated for the Fire Station 56 Project are \$807,527. The project is able to progress, as the prior allocation of CDBG funds has already been secured in the amount of \$465,084.

Please be aware that all Community Development Block Grant (CDBG) funds allocated for the Senior Center Project must be reimbursed to the City's CDBG Local Account utilizing General Funds. This requirement arises due to a drawdown of these funds from the Integrated Disbursement and Information System (IDIS) totaling \$45,492.

BACKGROUND/DISCUSSION:

The CDBG entitlement program administered through the U.S. Department of Housing and Urban Development (HUD) allocates annual grants to larger cities and counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate-income persons.

In the 2020-2021 Annual Action Plan Amendment, the CDBG funds were allocated as identified in table 1 below. CDBG funds will no longer be utilized to finalize the Senior Center Improvement project, as the required funding exceeds the amount allocated by CDBG. According to the City's Participation Plan, a plan must be amended if an activity mentioned in an action plan will be canceled or if more than 50% of the program funds will be reallocated. Therefore, table 2 identifies the activities that will be canceled and the funds that will be reallocated to an existing CDBG activity.

ENVIRONMENTAL:

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter "CEQA") requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA.

Staff has reviewed the Projects to determine the required level of review under CEQA and has determined that the proposed Projects are exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the commonsense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. 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 review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed plan may be subject to environmental review prior to implementation.

ANALYSIS:

Table 1 provides a summary of the original allocations in the 2020/2021 Annual Action Plan Amendment regarding CDBG Funds. The project scheduled for cancellation is the Montebello Senior Center Improvements. The funds initially designated for this activity will be redirected to support the Public Facility Improvement at Fire Station 56.

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

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Table 1

Activity Name/Action	Council Approval Date	Funding Type	Amount
Housing Rights Center (HRC)	9/23/2020	CDBG	\$20,000
CDBG Program Administration	9/23/2020	CDBG	\$211,826
Section 108 Loan Payment	9/23/2020	CDBG	\$462,221
Public Facility Improvement- Fire Station 56	9/23/2020	CDBG	\$465,084
Street Improvements	9/23/2020	CDBG	\$77,988
Montebello Senior Center Improvements	9/23/2020	CDBG	\$342,443

Table 2 provides details on the amount of each funding source and the specific program to which the funding is proposed to be reallocated:

Table 2

Description	Action
FY 2020-2021 Annual Action Plan	<u>Canceled Project:</u> Senior Center Improvements \$342,443 Total: \$342,443
FY 2020-2021 Annual Action Plan	<u>Reallocate Project Funds to:</u> Fire Station Improvements \$342,443 Total: \$342,443
FY 2020-2021 Annual Action Plan	<u>Total Project funding amount:</u> Fire Station Improvements \$807,527 Total: \$807,527

It is essential to acknowledge that Community Development Block Grant (CDBG) funds will no longer be allocated for the Senior Center Project. Instead, this Project will be funded through alternative funding sources. There exists a significant necessity to undertake repairs at Fire Station 56, which is the rationale behind the reallocation of

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

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CDBG funds to the Fire Rehabilitation Project.

SUMMARY:

Following City Council adoption, the third substantial amendment to the Annual Action Plan will be transmitted to HUD for final approval. Subrecipient agreements will be amended to reflect the re-allocated amounts. Funding for the above-referenced activities will be appropriated to the proper accounts.

ATTACHMENT(S)

1. Attachment A- Resolution
2. Attachment B_AAP FY 2020- FEB 2025_ Amend Number 3
3. Attachment C_Proof of Publishing 01.27.2025

RESOLUTION NO. 25-17

**A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF MONTEBELLO,
APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO
SUBMIT TO HUD A SUBSTANTIAL AMENDMENT NUMBER 3 TO THE CITY'S
FISCAL YEAR (FY) 2020-2021 CDBG/HOME ANNUAL ACTION PLAN AMENDMENT
TO CANCEL CDBG ACTIVITY AND REALLOCATE CDBG FUNDS TO AN EXISTING
ACTIVITY**

RECITALS

WHEREAS, the City of Montebello ("City") has applied and received Community Development Block Grant (CDBG) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG and HOME program; and

WHEREAS, City staff published a public notice announcing the Fiscal Year (FY) 2020-2021 Substantial Amendment Number 3 Annual Action Plan in the San Gabriel Valley Tribune January 27, 2025, triggering a 30-day public comment period of the amended plan; and

WHEREAS, on February 26, 2025, the City Council of the City of Montebello ("City Council") held a duly noticed public hearing to consider adoption of the Substantial Amendment number 3 to the City's FY 2020-2021 draft Annual Action Plan Amendment to reallocate CDBG Funds to existing activities.

WHEREAS, the total amount of CDBG funds to be re-allocated are in the amount of \$342,443.

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

SECTION 1: The above recitals are true and correct and incorporated herein by reference.

SECTION 2: The City Council approves and ratifies the Substantial Amendment number 3 to the City's FY 2020-2021 Annual Action Plan Amendment.

SECTION 3: The City Council approves the reallocation of CDBG funds to existing activities in the amount of \$342,443.

SECTION 3: The City Manager is hereby authorized to make all conforming modifications and edits and to execute all implementing documents required by HUD to receive and reallocate funding identified under the approved amended annual Action Plan.

RESOLUTION NO. 25-17

Page 2 of 3

SECTION 4: The City Manager is hereby authorized to enter into agreements with eligible sub-recipients.

SECTION 5: That the City Clerk shall certify to the passage and approval of this resolution and it shall thereupon be in full force and effect.

APPROVED, AND ADOPTED THIS 26TH OF FEBRUARY 2025.

Salvador Melendez, 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. 25-17 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 26th day of February 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 25-17

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

DATE: _____

Christopher Jimenez, City Clerk



CITY OF MONTEBELLO

FY 2020 Annual Action Plan Amendment Number Three

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City has been notified by HUD that they will be receiving \$665,245 in CBG funds for FY 2020-2021, and \$258,255 in HOME funds. The City is obligated to make payment on a Section 108 Loan (\$462,221) as well as administrative funds (\$231,725) which includes program income and prior year resources, allowing \$885,515 CDBG leftover to spend on public services, capital improvements and/or housing projects. The City also received \$910,151 in CDBV-CV funds in response to the COVID-19 pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	665,245	493,785	400,411	1,559,441	2,584,755	The City expects to receive \$3,250,000 over the next 5 years CDBG entitlement funds; \$665,245 in Year 1. Any unencumbered funds from prior year (s) will be allocated to public facilities improvements, and Housing Rehabilitation Grants/Loans Program.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	258,255	143,853	0	402,108	991,745	The City expects to receive \$1,500,000 over the next 5 years in HOME entitlement funds; \$258,255 in Year 1.
Other	public - federal	Other	910,151	0	0	910,151	0	The city Expects to receive \$910,151 in CDBG-CV funds in response to COVID.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to use state and local funds to leverage federal entitlement dollars, including but not limited to:

- City General Funds
- In-kind Donations
- Partnerships with local banks for home buying assistanceAll sources and types of funds are more limited now due to the current economic climate, along with the demise of statewide redevelopment tax-increment funds and housing set-aside funds. The HOME program requires a local match which leverages local funds.The City anticipates assisting ten low to moderate-income homeowners through the Owner-Occupied Housing Rehabilitation and Preservation Program over the next five years. The Program offers housing rehabilitation loans to eligible homeowners (up to 80% of the MFI) using HOME funds.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not have any publicly owned land that is being considered for affordable housing. However, the Montebello Housing Development Corporation (MHDC) offers several programs (home buyer classes) that helps families with the purchase of a home. MHDC's most recent development projects was the redevelopment of a blighted property given to the City for the purpose of quality affordable housing. The house has been sold to income eligible families.

Discussion

See discussion above.

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase affordable housing opportunities	2020	2025	Affordable Housing	Citywide	Affordable housing and lower housing costs	CDBG: \$0 HOME: \$0 CDBG-CV: \$0	Rental units rehabilitated: 1 Household Housing Unit
2	Maintain decent and energy efficient housing stock	2020	2025	Affordable Housing Non-Homeless Special Needs	Citywide	Reduced housing improvement costs	HOME: \$301,628	Homeowner Housing Rehabilitated: 2 Household Housing Unit
3	Create sustainable neighborhoods	2020	2025	Non-Housing Community Development	Qualified Census Tracts	Improve and correct infrastructure issues	CDBG: \$77,988	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 124 Persons Assisted
4	Expand fair housing choice and access	2020	2025	Public services	Citywide	Planning and Administration	CDBG: \$20,000	Other: 100 Other
5	Provide vital public services	2020	2025	Homeless Non-Housing Community Development	Citywide	Assistance for extremely low/low-income households	CDBG-CV: \$661,031	Public service activities other than Low/Moderate Income Housing Benefit: 550 Persons Assisted

Annual Action Plan
2020

5

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Increase earning capacity for LMI families	2020	2025	Non-Housing Economic Development	Citywide	Public Facility Improvements; Provide job training & opportunities for more jobs	CDBG: \$807,527	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2 Households Assisted
7	Expanding economic opportunities	2020	2025	Non-Housing Community Development	Citywide	Economic Opportunities/Section 108 Loan Repayment	CDBG: \$462,221	Other: 1 Other
8	Planning and Administration	2020	2021	Program Administration	Citywide	Planning and Administration	CDBG: \$211,705 HOME: \$100,480 CDBG-CV: \$162,029	Other: 1 Other

Table 2 – Goals Summary

Goal Descriptions

1	Goal Name	Increase affordable housing opportunities
	Goal Description	Provide funding for the development of new affordable housing, homebuyer assistance programs and or utility or rent reduction programs for low- and moderate-income families. Fund housing solutions that may include programs that increase homeownership, housing improvements for special needs populations, support integrated housing solutions and plans, and reduce barriers to affordable housing consistent with the City's Analysis for Impediment to Fair Housing Choice.

2	Goal Name	Maintain decent and energy efficient housing stock
	Goal Description	Provide funding for programs for owner-occupied housing rehabilitation including activities related to home improvements, energy efficiency, structural improvements, and/or other home sustainability projects.
3	Goal Name	Create sustainable neighborhoods
	Goal Description	Activities that improve the quality of life for residents including improving parks, creating green streets, improving accessibility, water and sewer system improvements, and road reconstruction and pedestrian safety.
4	Goal Name	Expand fair housing choice and access
	Goal Description	The City will continue to collaborate with entities that provide assistance for families and individuals seeking counseling and or legal solutions to fair housing, discrimination problems, and impacts due to COVID-19 pandemic.
5	Goal Name	Provide vital public services
	Goal Description	Provide needed public services that assist individuals and families in the following ways: crisis intervention, crime prevention, homeless prevention, services for at-risk families, shelter in-take services, senior and special needs services, nutrition and preventative health services, supplemental food/clothing/counseling and job search assistance to those who are homeless or at -risk of homelessness, and other vital social services including services in response to COVID-19 pandemic. Also, distributing food to the residents of the city of Montebello.
6	Goal Name	Increase earning capacity for LMI families
	Goal Description	Pursue opportunities that will connect LMI families with job training, career guidance, and part-time and full time work. The City also wishes to fund business recruitment, attraction and or expansion initiatives that generate jobs and respond to the impacts of the COVID-19 pandemic.
7	Goal Name	Expanding economic opportunities
	Goal Description	Needed infrastructure improvements.

8	Goal Name	Planning and Administration
	Goal Description	Planning and Administration provides funds for program and project delivery, general operation and administration of CDBG and HOME funds as well as planning and support for CHDO

DRAFT

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	Southern California Housing Rights Center (HRC)
2	SECTION 108 LOAN REPAYMENT
3	PUBLIC FACILITIES IMPROVEMENT-FIRE
4	STREET IMPROVEMENTS
5	PLANNING AND ADMINISTRATION (CDBG)
6	HOUSING REHABILITATION & PRESERVATION PROGRAM
7	Acquisition & New Construction
8	PLANNING AND ADMINISTRATION (HOME)
9	MONTEBELLO COMMUNITY ASSISTANCE PROGRAM
10	Rental/Utility Assistance
11	YMCA Montebello-Commerce
12	Mexican American Opportunity Foundation (MAOF)
13	Hearts of Compassion (HOC)
14	CDBG-CV: Program Planning and Administration

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

This Amendment Number 3 is based upon the cancellation of Community Development Block Grant (CDBG) funds allocated for a specific project, along with the subsequent reallocation of those funds to another project that is also funded by CDBG. Approval from the City Council is currently pending.

Approximately \$342,443 has been reallocated to an existing initiative, IDIS activity #485, due to the cancellation of another initiative, IDIS activity #486, which led to this reallocation. A detailed description of the reallocation amounts, and the details are as follows:

Canceled Project Totaling: \$342,443

Senior Center Improvements- \$342,443

Reallocate Project Funds Totaling: \$342,443

Fire Station Improvements - \$342,443

Total Project Funds:

Fire Station Improvements - \$807,527

While the Senior Center Project remains active, the financial resources allocated for this initiative will no longer derive from Community Development Block Grant (CDBG) funds, as these funds will be redirected to address the rehabilitation needs of the Fire Station Rehabilitation project. The reallocated funds will be utilized to enhance and support the rehabilitation of the Fire Station.

The City recognizes that special needs populations encounter challenges due to low income and the special conditions that they face. Special needs populations are more likely to become homeless because of these factors. Special needs populations require housing and supportive services. The City considers supportive services and housing for special needs populations a high priority. Supportive services are also considered a high priority in the CoC. In 2020-2021, the City will fund a new public service homeless program improvement to public facilities and streets in eligible low-moderate areas.

In making project recommendations, consideration was given to a variety of thresholds that projects must meet to comply with CDBG objectives, including meeting one of the national objectives and addressing one of the community priorities set out in the Consolidated Plan. Staff also considered all engagement activities, housing, and homeless data, established priority needs, cost reasonableness and effectiveness, activity management and implementation, experience with similar activities, past performance, leveraged funds, and completeness of the application. Project recommendations are for those projects determined most likely to be successful and maintain compliance with CDBG and HOME regulations.

AP-38 Project Summary

Project Summary Information

1	Project Name	Southern California Housing Rights Center (HRC)
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$20,000
	Description	
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 households assisted. Two housing rights workshops provided.
	Location Description	3255 Wilshire Blvd. Los Angeles, CA
	Planned Activities	CDBG funds will be used to provide fair housing services to residents to prevent discrimination, provide referrals, investigations, case management, and litigation, and resolve landlord tenant disputes.
2	Project Name	SECTION 108 LOAN REPAYMENT
	Target Area	Citywide
	Goals Supported	Increase earning capacity for LMI families Expanding economic opportunities
	Needs Addressed	Economic Opportunities/Section 108 Loan Repayment
	Funding	CDBG: \$462,221
	Description	SECTION 108 LOAN REPAYMENT
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A

	Planned Activities	REPAYMENT OF SECTION 108 LOAN
3	Project Name	PUBLIC FACILITIES IMPROVEMENT
	Target Area	Qualified Census Tracts
	Goals Supported	Create sustainable neighborhoods
	Needs Addressed	Enhance facilities located in low-income area
	Funding	CDBG: \$807,527
	Description	Funds will be used to undertake facility improvements to City Fire Station.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 persons
	Location Description	1166 S. Greenwood Ave., Montebello
	Planned Activities	Update and improve fire stations.
4	Project Name	STREET IMPROVEMENTS
	Target Area	Qualified Census Tracts
	Goals Supported	Create sustainable neighborhoods
	Needs Addressed	Improve and correct infrastructure issues
	Funding	CDBG: \$77,988
	Description	Replacement of sidewalks, curbs, gutters, and comply with ADA in eligible LMI areas.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	20 families/households
	Location Description	eligible areas
	Planned Activities	Replacement of sidewalks, curbs, gutters, and comply with ADA.
5	Project Name	PLANNING AND ADMINISTRATION (CDBG)
	Target Area	Citywide
	Goals Supported	Planning and Administration

	Needs Addressed	Planning and Administration
	Funding	CDBG: \$191,705
	Description	PLANNING AND ADMINISTRATION
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	PROGRAM ADMINISTRATION
6	Project Name	HOUSING REHABILITATION & PRESERVATION PROGRAM
	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities Maintain decent and energy efficient housing stock
	Needs Addressed	Reduced housing improvement costs
	Funding	HOME: \$100,000
	Description	HOUSING REHABILITATION & PRESERVATION PROGRAM
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	3 HOUSEHOLDS
	Location Description	CITYWIDE
	Planned Activities	HOUSING REHABILITATION & PRESERVATION
7	Project Name	Acquisition & New Construction
	Target Area	Citywide
	Goals Supported	Increase affordable housing opportunities
	Needs Addressed	Affordable housing and lower housing costs
	Funding	HOME: \$201,628
	Description	Acquisition/rehabilitation of property for low-income housing
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Acquisition/Rehabilitation for low-income housing
8	Project Name	PLANNING AND ADMINISTRATION (HOME)
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: \$100,480
	Description	PLANNING AND ADMINISTRATION
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	PLANNING AND ADMINISTRATION
9	Project Name	MONTEBELLO COMMUNITY ASSISTANCE PROGRAM
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Homeless prevention services
	Funding	CDBG-CV: \$563,122
	Description	MONTEBELLO COMMUNITY ASSISTANCE PROGRAM
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	150 people
	Location Description	1166 S. Greenwood Ave, Montebello, CA 90640
	Planned Activities	The City will provide outreach services, motel vouchers, food, and showers for homeless persons in the community.

10	Project Name	Rental/Utility Assistance
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low-income households Homeless prevention services
	Funding	CDBG-CV: \$37,566
	Description	Provide rental and utility assistance to low/mode income residents affected by COVID-19 pandemic
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	15 households
	Location Description	1600 West Beverly Blvd, Montebello
	Planned Activities	Provide rental and utility assistance to those affected by COVID-19 pandemic.
11	Project Name	YMCA Montebello-Commerce
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low income households
	Funding	CDBG-CV: \$25,000
	Description	Emergency food assistance distribution.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	100 persons assisted.
	Location Description	200 West Beverly Blvd, Montebello, CA
	Planned Activities	Food distribution
12	Project Name	Mexican American Opportunity Foundation (MAOF)
	Target Area	Citywide

	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low income households
	Funding	CDBG-CV: \$24,525
	Description	Emergency food distribution
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	417 persons
	Location Description	401 N. Garfield Ave. Montebello, CA 90640
	Planned Activities	Food distribution
13	Project Name	Hearts of Compassion (HOC)
	Target Area	Citywide
	Goals Supported	Provide vital public services
	Needs Addressed	Assistance for extremely low/low income households
	Funding	CDBG-CV: \$97,909
	Description	Food distribution
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	400 persons
	Location Description	600 South Maple Ave, Montebello, CA
14	Planned Activities	Food distribution
	Project Name	CDBG-CV: Program Planning and Administration
	Target Area	Citywide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG-CV: \$162,029
	Description	CDBG-CV: Program Planning and Administration
	Target Date	6/30/2022

	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	CDBG-CV: Program Planning and Administration

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City anticipates spending at least 70 percent of its entitlement funds in target areas, including areas that have low- and moderate-income concentrations or minority concentrations. Maps of low- and moderate-income concentrations and minority concentrations are attached.

HUD's funded activities are limited to the city's low- and moderate-income areas, which encompass the majority of the city's residential areas. Areas of the city outside of the CDBG target areas will benefit from activities that are limited clientele in nature, i.e., a person/household can benefit from a federally assisted program provided they meet the program's eligibility criteria. Eligibility is typically established by household income and household size.

CDBG program funds will be expended based on program criteria. For example, public services are available on a citywide basis for qualified beneficiaries; fair housing and program administration activities will also be carried out on a citywide basis. Housing code enforcement and community development projects (e.g., street and park improvement projects) will be carried out in the city's low- and moderate- income areas, i.e., areas where most residents meet HUD's low- and moderate-income definition.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	70

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City generally does not allocate funds on a geographic basis. On an annual basis, the City prioritizes the use of its CDBG funding for citywide housing and community development activities including housing, public services, fair housing, and public facilities. Activities identified under the public services category and targeted to special needs populations are offered on a citywide basis and/or where resources can be coordinated with existing facilities or services. Public improvements and public facilities are qualified as benefiting low- and moderate-income persons.

Discussion

See above discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

See Discussion section.

One Year Goals for the Number of Households to be Supported	
Homeless	150
Non-Homeless	100
Special-Needs	0
Total	250

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	15
The Production of New Units	0
Rehab of Existing Units	2
Acquisition of Existing Units	1
Total	18

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

The MCAP Program provides housing resources to approximately 150 homeless persons and approximately 50 non-homeless persons that are at risk of homelessness in Montebello. Heart of Compassion currently provides food assistance and housing resources to approximately 100 non-homeless persons in Montebello. The MCAP Rental and Utility Assistance Program was able to assist 15 households in Montebello.

The City's strategies relating to affordable housing efforts include maintaining the affordable housing stock through the Housing Rehabilitation and Preservation Program; and support for rental assistance programs through the County, such as the Section 8 Housing Choice Voucher. The City's AI recommends amending portions of its zoning code that better supports affordable housing. The valued services help prevent homelessness and aim to assist at-risk youth and teenagers.

The City's housing policies support a Rental Rehabilitation Program by providing loans to investor-owned properties to assist in the ability to improve the City's rental housing stock in need of rehabilitation, to provide safe, decent, and sanitary housing for lower income families. The City also puts funding toward the preservation of existing at-risk affordable housing for technical assistance to

property owners and by monitoring Section 8 legislation. To facilitate the development of affordable units, the city uses the State's density bonus law by offering a density bonus of between 20 and 35%.

Typically, the City uses its HOME funds for low-income housing development and rehabilitation of owner-occupied single-family properties. The City must use the HOME affordable homeownership limits provided by HUD when setting price limits for affordable home sales and when using HOME funds for home rehabilitation. Also, the use of funds for HOME assisted activities requires that the value of the property after rehabilitation must not exceed 95% of the median purchase price for the area. The HOME Final Rule offers two options for determining the 95% of median purchase price limit for owner-occupied single-family housing, as noted below:

- (1) HUD will provide limits for affordable housing based on 95 percent of the median purchase price for the area; OR
- (2) Perform a local market survey to determine the 95 percent of median purchase price limit.

After reviewing the published 2020 HOME affordable homeownership limits provided by HUD, for Los Angeles County for determining 95 percent of the median purchase price limit, it was determined that the median price for Montebello homes is \$480,000. For a newly constructed unit, the limit is also \$480,000. Based on a comparison of local housing market listing prices and sales information, it was determined that the FHA limits do not accurately reflect current actual home purchase prices for the area. Therefore, a local market survey was conducted for Montebello home sales for a three-month period using HdL data. This survey shows a median price of \$655,000 in the City of Montebello and a 95% median value price of \$622,250.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Montebello does not own or manage public housing.

Actions planned during the next year to address the needs to public housing

The City of Montebello does not own or manage public housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

LACDA offers the Family Self-Sufficiency Program to assist residents toward greater independence and homeownership opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

LACDA is not designated as troubled.

Discussion

The city supports the efforts of LACDA in making rental assistance available to low-income households through the Section 8 program, but the City has no direct involvement in the ownership or management of public housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

To address the needs of homeless individuals and families, the City continues its efforts to identify efficient and effective means to distribute limited resources for homeless needs. The City has designated emergency and transitional housing as high priorities for addressing homelessness. Other efforts undertaken by the City are identified below:

1. Homeless Shelters

To accommodate its share of the region's homeless, the City utilized numerous nonprofit organizations to offer shelter and services to homeless persons. The City plans on establishing a homeless program to help the homeless population in the City with emergency motel and food vouchers. The City also participates in the Los Angeles County Continuum of Care Community Forum. The City works within this collaborative to help identify needs and gaps in the housing/service needs of the region's homeless.

2. Transitional and Supportive Housing

Supportive housing, as defined by Section 50675.14 of the California Health and Safety Code, is housing with no limit on the length of stay and that is occupied by a target population. The target population for supportive housing includes low-income persons having one or more disabilities. These disabilities may include mental illness, HIV or AIDS, substance abuse, or other chronic health conditions. Such housing is also linked to on-site or off-site services that assist residents in retaining their housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. On- and off- site services may include, but are not limited to, tutoring, childcare, and career counseling.

Transitional housing, as defined by Section 50675.2 of the California Health and Safety Code, is housing configured as rental housing developments, which may include multifamily housing, single-family housing, or group homes. Such housing is operated under state or Federal program requirements that call for termination of assistance and recirculation of the housing unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Additional services that help individuals gain necessary life skills that support independent living are also allowed but not mandated.

State law allows a distinction in the permitting requirements for certain residential uses in single-family homes based on whether there are six or fewer, or seven or more, people served by the housing type. This size distinction currently exists in the City's Zoning Code for residential and group care facilities. Residential and group care facilities provide 24-hour per day residential living accommodations in exchange for the payment of money or other consideration, where the duration of tenancy is determined, in whole or in part, by the individual resident's participation in group or individual activities, such as counseling, recovery planning, or medical or therapeutic assistance. Residential or group care

facilities include, but are not limited to, residential care facilities for persons with chronic, life-threatening illnesses, and alcoholism or drug abuse recovery or treatment facilities. Residential care facilities provide living accommodations for six or fewer persons and group care facilities provide living accommodations for seven or more persons.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City plans on establishing a homeless outreach program to help the homeless population in the City with emergency motel vouchers. The City of Montebello also contracts with local service providers to assist in reducing homelessness.

Los Angeles County is divided into eight Service Planning Areas (SPAs), 1 through 8. The division of the County makes it easier for the Department of Public Health to target and track the needs of each area. Montebello is located in SPA 7.

Every year, the Los Angeles Continuum of Care coordinates a Shelter/Housing Inventory Count (HIC), which is a point-in-time (PIT) inventory of service projects, and a record of utilization of services. HIC records how many beds and units are dedicated to serving people experiencing homelessness (e.g., emergency shelter, transitional housing, and safe haven) or people who have experienced homelessness and are now in permanent housing. The homeless count for the City of Montebello in 2020 was 170 unsheltered and 0 sheltered. The City will fund projects within the City in the 2020-2021 program year.

The CoC offers housing and supportive services to address the needs of homeless persons. Within SPA 7:

Emergency Shelter:

- 541 beds serving individuals and families with children

Transitional Housing

- 615 beds serving individuals with families with children Permanent

Supportive housing

- 615 beds serving individuals with families with children

For the 2021-2021 program year, the City will allocate CDBG-CV fund to the help establish the Montebello Community Assistance Program (MCAP) which will outreach and engage the City's homeless population to support with emergency motel vouchers, PPE's, and hygiene kits. The City will also be a participant of the region's CoC.

Several programs, detailed below, offered in SPA 7 target different homeless client groups. The program presented below focuses on assessing the individual needs of homeless persons:

Coordinated Entry System (CES) – The CES is a framework that unites regional providers working collaboratively to house chronically homeless individuals. Using a common assessment tool, individuals are prioritized into the most appropriate housing based on their needs. The CES also coordinates County and Federal resources from agencies such as the Department of Mental Health, the Department of Health Services, housing authorities, and the U.S. Department of Veterans Affairs.

-

Addressing the emergency shelter and transitional housing needs of homeless persons

SPA 7 offers a variety of homeless housing facilities serving different client groups, and includes emergency shelters, transitional housing and permanent supportive housing (See above information).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City has the goal of assisting homeless persons, especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth, make the transition to permanent housing and independent living include shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Homeless Family Solutions System – This program is a network of family homeless service providers that address the needs of homeless families or those at imminent risk of losing their housing. It works cooperatively with system partners to help families complete housing and service plans.

First 5 LA Supportive Housing Program (First 5 LA) – This program is a needs-based assistance program aimed at serving homeless or at-risk families with children from birth to age 5, some with current or

past involvement with the County Department of Children and Family Services.

Supportive Services for Veteran Families (SSVF) – This program is a community-based, competitive grant program that rapidly rehouses homeless veteran families and prevents homelessness for those at imminent risk due to a housing crisis. The program’s objective is to achieve housing stability through a short-term, focused intervention. The SSVF employs a housing-first model, which focuses on helping individuals and families access and sustain permanent rental housing as quickly as possible and without precondition, while facilitating access to those services that will help the veteran’s family keep their housing.

HUD-VASH Vouchers (VASH) – The HUD-VASH program combines Housing Choice Voucher rental assistance for homeless veterans with case management and clinical services provided by the US Department of Veterans Affairs. The department provides these services for participating veterans at Veterans Affairs medical centers and community-based outreach clinics.

Unaccompanied Youth – Several programs serve this target group, including 1736 Family Crisis Center, Hathaway-Sycamores: Independent Living Program, Divinity Prophet: Independent Living Program, and Richstone Family Center: Transitional Housing Program and Transitional Living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Agencies involved with persons discharged from institutions and systems of care, including the Los Angeles County Department of Children and Family Services, Department of Health Services, Department of Mental Health, and Los Angeles County Sheriff’s Department, all have requirements stipulated by state law or county regulations requiring effective discharge planning and a specific transition plan to ensure that individuals and families are not discharged into homelessness.

In addition, the City of Montebello is planning on establishing a homeless outreach program known as MCAP. The program will focus on engaging the City’s homeless population to support with emergency motel vouchers, PPE’s, and hygiene kits, as well as help with accessing social service needs.

Discussion

Intro (con't)

This size distinction currently exists in the City’s Zoning Code for residential and group care facilities. Residential and group care facilities provide 24-hour per day residential living accommodations in

exchange for the payment of money or other consideration, where the duration of tenancy is determined, in whole or in part, by the individual resident's participation in group or individual activities, such as counseling, recovery planning, or medical or therapeutic assistance. Residential or group care facilities include, but are not limited to, residential care facilities for persons with chronic, life-threatening illnesses, and alcoholism or drug abuse recovery or treatment facilities. Residential care facilities provide living accommodations for six or fewer persons and group care facilities provide living accommodations for seven or more persons.

Discussion

The programs identified above, which address the needs of homeless persons and subpopulations of homeless, indicate that serving the homeless is a complex issue requiring a network of agencies, departments, and nonprofit community services agencies. It is fortunate that the City can utilize this network of agencies to provide housing and supportive services in addition to using limited CDBG funding.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

City staff, stakeholders and the community at-large identified and prioritized fair housing issues and contributing factors to fair housing. Barriers to affordable housing as well as other housing information can be found in the City's draft 2020-2025 AI. A summary of the high priority barriers to affordable housing include:

- High cost of housing
- Housing values are increasing faster than household incomes
- Low number of affordable homes vs. market rate or higher cost homes
- Low number of housing opportunities for larger families
- Low ability to become a homeowner
- Lack of household financial stability
- Lack of funds to subsidize economic development projects
- Undereducated residents
- Aging housing and infrastructure
- Homeless prevention services
- Current land use policies do not support the development of affordable housing

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The AI provided goals and action steps developed as a result of specific data captured and existing programs and policies. Agency consultation, community outreach activities data review and analysis process were needed to develop the plan's goals and associated action steps. (Refer to the AI, Table):

Goal 1: Increase affordable housing opportunities.

Goal 2: Increase home ownership.

Goal 3: Create public awareness of fair housing laws and affordable housing advocacy.

Goal 4: Increase training, education and employment opportunities.

The AI presents the Goals and Action Steps, if put in place could further fair housing and affordable housing. As part of the engagement process, ideas and recommended action steps were documented to

help provide clearer direction for Council, City staff and partnering agencies.

In the 2020-2021 AAP, the projects and programs that reduce the barriers to affordable housing include:

- Acquisition for Affordable Housing, Housing Rehabilitation Grants/Loans
- Montebello Community Assistance Program (MCAP)
- Fair Housing (HRC)

To remove or ameliorate the barriers to affordable housing, the City has adopted the following goals in the 2016–2021 Housing Element:

- To minimize governmental constraints, market constraints, and environmental constraints that may impede the development of new housing;
- To ensure that fair and equal housing laws are enforced;
- To address future housing needs by expanding housing opportunities in the City;
- To increase the supply of affordable housing stock through new housing construction and the conservation of existing housing stock; and,
- To review the development standards for residential development as a means to improve site design, architectural quality, and the livability of multi-family housing for all segments of the community.

Discussion:

See above.

AP-85 Other Actions – 91.220(k)

Introduction:

One of the primary constraints to meeting the needs of low-income residents is a lack of funding to fully address all the needs. Economic challenges and cuts in grant funding have resulted in budgetary constraints not only with the City but with nonprofit service providers as well.

Actions planned to address obstacles to meeting underserved needs

The City of Montebello recognizes that special needs populations encounter challenges due to low income and the special conditions that they face. Special needs populations are more likely to become homeless as a result of these challenges. Special needs populations require housing and supportive services. The City considers supportive services and housing for special needs populations a high priority. Supportive services are also considered a high priority in the Continuum of Care. In 2020-2021, the City will fund a new public service that will aid with housing and supportive services. The City also plans on funding multiple non-profit agencies throughout Montebello to address the needs of households affected by the COVID-19 pandemic.

Actions planned to foster and maintain affordable housing

The City's strategies relating to CDBG-funded affordable housing efforts include maintaining the affordable housing stock through the Housing Rehabilitation and Preservation Program; maintaining rental assistance programs such as the Section 8 Housing Voucher program; and providing assistance to households before they lose their housing. The City will utilize a combination of Federal and non-Federal funds to maintain existing affordable housing units and foster the creation of new affordable housing opportunities. The City is proposing providing rental, utility, and mortgage relief counseling through the MCAP program.

Actions planned to reduce lead-based paint hazards

The City's HOME-funded Housing Rehabilitation and Preservation Program follows the requirements of Lead Safe Housing Regulation 24 CFR Part 35 effective September 15, 2000, and the subsequent September 2000 HUD transition assistance policy. The City will use, when required, state of California-certified lead-based paint inspectors/risk assessors to test for lead paint and perform risk assessments on houses testing positive, and certified lead-based paint contractors to remove and/or abate lead paint.

Actions planned to reduce the number of poverty-level families

The City of Montebello continues to look for ways to expand economic activities to include all people and provide programs to those people who are less fortunate. The City has focused on the creation of

jobs for low- and moderate-income persons through capital improvement projects, Section 108 loan funds. Programs related to housing improvement, homeless shelters, supporting the County's rental assistance program, and funding affordable housing creation have resulted in housing the homeless and improving the living conditions of the elderly and low-income families.

Many factors can contribute to persons living at or below the poverty level. Lack of higher education opportunities, lack of marketable skills, unemployment or underemployment, lack of affordable childcare, lack of effective transportation, and lack of affordable housing all contribute to homelessness or persons living in poverty. These factors must be addressed to reduce the number of persons living in poverty.

While the City has no control over most of these factors, the City regularly provides referrals to those living below the poverty line. The City also provides a listing of public services agencies and homeless resources, and links to social service agencies. In addition, the City supports other government agencies, private developers, and nonprofit agencies that are involved in creating affordable housing and economic opportunities for low- and moderate-income residents.

The City is also proposing allocating funds to a Business Assistance program that will provide technical assistance to LMI Census Tract businesses in the City of Montebello.

Actions planned to develop institutional structure

CDBG funds received by the City are administered by the Finance Department. The City relies on a number of governmental departments and agencies, for-profit developers, and private, nonprofit organizations to carry out homelessness programs, affordable housing projects, seniors, at-risk youth, and other community development programs.

- The City's Planning and Community Development Department's functions directly impact and facilitate the development of housing.
- The Public Works Department is responsible for the design, construction, maintenance, and operation of public facilities as well as for administering infrastructure projects.
- LACDA administers the HUD Section 8 Housing Choice Voucher Program and public housing, which benefits the city's low-income population with publicly assisted rental housing.
- The City will provide emergency motel vouchers and services to the homeless population and to low- and moderate-income households.
- Housing developers are an important partner and essential for the development of market-rate and affordable housing. Private developers are unable to build affordable units without government or other subsidies because of the high cost of land in the city.

Gaps or weaknesses in the institutional structure may exist including: the loss of a redevelopment program is a significant challenge to fund future affordable housing projects. The primary funding source

for affordable housing and its administrative costs is HOME. Also, CDBG funding reductions over the years has reduced funding that went to other community development programs. Essentially, these cutbacks resulted in staff and budgets reductions.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's Planning and Community Development Department maintains primary management and coordination of the various organizations involved in these processes. The staff within the Department works closely with other City departments and the community to develop programs and activities that improve low-and-moderate-income neighborhoods throughout Montebello. The administration of the program activities includes housing, public facility and infrastructure improvements, public and social service activities, and economic development activities. The City collaborates with public agencies, for-profit agencies, and non-profit organizations in order to provide the aforementioned programming and services.

Discussion:

See above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	493,785
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	400,411
5. The amount of income from float-funded activities	0
Total Program Income:	894,196

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City does not receive any atypical loans, grant instruments, nonconforming loan guarantees, or other forms of investments.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The City has general recapture and resale provisions in its HOME program guidelines which apply only to CHDOs. The City will impose HOME recapture provisions on any property sold by a CHDO to a homebuyer when the City provides a direct subsidy for down payment and or closing costs to the homebuyer.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

In instances where the homebuyer's home is sold to a qualified low-income buyer at an affordable price, the HOME loan balance shall be transferred to the subsequent qualified buyer and the affordability period shall remain in force. The resale provision shall remain in force from that date the legal documents are executed at loan closing until the expiration of the affordability period.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City has no current plans to use HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Housing Trust Fund (HTF)
Reference 24 CFR 91.220(I)(5)

1. Distribution of Funds

- a. Describe the eligibility requirements for recipients of HTF funds (as defined in 24 CFR § 93.2).

- b. Describe the jurisdiction's application requirements for eligible recipients to apply for HTF funds.

- c. Describe the selection criteria that the jurisdiction will use to select applications submitted by eligible recipients.

- d. Describe the jurisdiction's required priority for funding based on geographic distribution, which is a description of the geographic areas of the State (including areas of low-income and minority concentration) in which it will direct assistance during the ensuing program year.

- e. Describe the jurisdiction's required priority for funding based on the applicant's ability to obligate HTF funds and undertake eligible activities in a timely manner.

- f. Describe the jurisdiction's required priority for funding based on the extent to which rents for units in the rental project are affordable to extremely low-income families.

- g. Describe the jurisdiction's required priority for funding based on the financial feasibility of the project beyond the required 30-year period.

- h. Describe the jurisdiction's required priority for funding based on the merits of the application in meeting the priority housing needs of the jurisdiction (such as housing that is accessible to transit or

employment centers, housing that includes green building and sustainable development features, or housing that serves special needs populations).

i. Describe the jurisdiction's required priority for funding based on the location of existing affordable housing.

j. Describe the jurisdiction's required priority for funding based on the extent to which the application makes use of non-federal funding sources.

2. Does the jurisdiction's application require the applicant to include a description of the eligible activities to be conducted with HTF funds?

3. Does the jurisdiction's application require that each eligible recipient certify that housing units assisted with HTF funds will comply with HTF requirements?

4. Performance Goals and Benchmarks. The jurisdiction has met the requirement to provide for performance goals, consistent with the jurisdiction's goals established under 24 CFR 91.215(b)(2), by including HTF in its housing goals in the housing table on the SP-45 Goals and AP-20 Annual Goals and Objectives screens.

5. Rehabilitation Standards. The jurisdiction must establish rehabilitation standards for all HTF-assisted housing rehabilitation activities that set forth the requirements that the housing must meet upon project completion. The jurisdiction's description of its standards must be in sufficient detail to determine the required rehabilitation work including methods and materials. The standards may refer to applicable codes or they may establish requirements that exceed the minimum requirements of the codes. The jurisdiction must attach its rehabilitation standards below. If the jurisdiction will not use HTF funds for the rehabilitation of housing, enter "N/A".

In addition, the rehabilitation standards must address each of the following: health and safety; major systems; lead-based paint; accessibility; disaster mitigation (where relevant); state and local codes, ordinances, and zoning requirements; Uniform Physical Condition Standards; Capital Needs Assessments (if applicable); and broadband infrastructure (if applicable).

6. Resale or Recapture Guidelines. Below, the jurisdiction must enter (or attach) a description of the

guidelines that will be used for resale or recapture of HTF funds when used to assist first-time homebuyers. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

7. HTF Affordable Homeownership Limits. If the jurisdiction intends to use HTF funds for homebuyer assistance and does not use the HTF affordable homeownership limits for the area provided by HUD, it must determine 95 percent of the median area purchase price and set forth the information in accordance with §93.305. If the jurisdiction will not use HTF funds to assist first-time homebuyers, enter "N/A".

8. Limited Beneficiaries or Preferences. Describe how the jurisdiction will limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population to serve unmet needs identified in its consolidated plan or annual action plan. If the jurisdiction will not limit the beneficiaries or give preferences to a particular segment of the extremely low- or very low-income population, enter "N/A."

Any limitation or preference must not violate nondiscrimination requirements in § 93.350, and the jurisdiction must not limit or give preferences to students. The jurisdiction may permit rental housing owners to limit tenants or give a preference in accordance with § 93.303 only if such limitation or preference is described in the action plan.

9. Refinancing of Existing Debt. Enter or attach the jurisdiction's refinancing guidelines below. The guidelines describe the conditions under which the jurisdiction will refinance existing rental housing project debt. The jurisdiction's refinancing guidelines must, at minimum, demonstrate that rehabilitation is the primary eligible activity and ensure that this requirement is met by establishing a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing. If the jurisdiction will not refinance existing debt, enter "N/A."

<TYPE=[section 9 end]>

Discussion:

The City relies on its HOME Policies and Procedures Manual to follow compliance requirements of the HOME program.

San Gabriel Valley Tribune

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181 W. Huntington Drive Suite 209
Monrovia, CA 91016
626-544-0885

5008150

CALIFORNIA NEWSPAPER SERVICE - OPEN RATE
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FILE NO. 3889742

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid. I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of SAN GABRIEL VALLEY TRIBUNE, a newspaper of general circulation for the City of West Covina, by the Superior Court of the County of Los Angeles, State of California, on the date of September 10, 1957, Case Number 684891. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

01/27/2025

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co. California
On this 27th day of January, 2025.

Isangela Almeida

Signature



Legal No.

0011716109



CITY OF MONTEBELLO PUBLIC COMMENT AND PUBLIC HEARING NOTICE

COMBINED NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING FOR PROPOSED SUBSTANTIAL AMENDMENT NUMBER 3 TO THE 2020/2021 CDBG/HOME ANNUAL ACTION PLAN TO CANCEL CDBG ACTIVITY AND REALLOCATE CDBG FUNDS

PROJECT DESCRIPTION: On February 26, 2021, the City of Montebello received its annual funding approval of the Community Development Block Grant (CDBG) funds in the amount of \$665,245. The CDBG Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq.

On September 23, 2020, the City Council approved the 2020-2021 Annual Action Plan. The CDBG funds were allocated as follows:

Activity Name/Action	Council Approval Date	Funding Type	Amount
Housing Rights Center (HRC)	9/23/2020	CDBG	\$28,000
CDBG Program Administration	9/23/2020	CDBG	\$211,826
Section 109 Loan Payment	9/23/2020	CDBG	\$462,221
Public Facility Improvement: Fire Station 56	9/23/2020	CDBG	\$465,084
Street Improvements	9/23/2020	CDBG	\$77,998
Montebello Senior Center Improvements	9/23/2020	CDBG	\$342,443

Currently, the City intends to cancel the CDBG funding for the Montebello Senior Center Improvements and reallocate those CDBG funds to the Public Facility Improvement for Fire Station 56. According to the City's Participation Plan, a plan must be amended if the city will be canceling an activity previously described in the Action Plan or if the City is increasing or decreasing the amount to be expended on an activity from the amount stated in the Action Plan by more than 50 percent of the City's annual allocation.

A summary of the specific proposed Substantial Amendment #3 and recommended CDBG program reallocation is shown below:

Description	Action
FY 2020-2021 Annual Action Plan	Canceled Project: Senior Center Improvements \$342,443 Total: \$342,443
FY 2020-2021 Annual Action Plan	Reallocate Project Funds to: Fire Station Improvements \$342,443 Total: \$342,443
FY 2020-2021 Annual Action Plan	Total Project funding amount: Fire Station Improvements \$807,527 Total: \$807,527

NOTICE IS HEREBY GIVEN that the City of Montebello ("City") is proposing to substantially amend the 2020-2021 Community Development Block Grant (CDBG)/HOME Investment Partnership Program (HOME) Annual Action Plan Amendment to cancel an activity and to reallocate CDBG program funds in its amount of \$342,443.

Public Review and Comment Period: The draft 2020-2021 Substantial Amendment Number 3 Annual Action Plan regarding CDBG funds will be available for public review and comment beginning on January 27, 2025 and ending on February 26, 2025. This document will be available for public review on the City of Montebello's website at:

<https://www.ci.montebello.ca.us>

During the comment period, comments and/or questions may be submitted to:

Planning and Community Development Department
Attn: Rosemary Parich, Housing Manager
1650 W. Beverly Boulevard, Montebello, CA 90640
Office Telephone: (323) 687-4521 Ext 1454
Monday through Thursday, 7:30 A.M. to 5:30 P.M.

PUBLIC HEARING INFORMATION:

Date: Wednesday, February 26, 2025

Time: 6:00 p.m. or as soon thereafter as the matter may be heard

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

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 the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Council Session begins at 6:00 p.m.. Regular Session will follow no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address: citypubliccomment@montebelloca.gov, up until the day of the meeting, **Wednesday, February 26, 2025 by 3:00 p.m.** These comments will be submitted to all members of the City Council and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council.

Americans with Disabilities Act (ADA): The City of Montebello, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the Housing Manager by email: graciela@montebelloca.gov at least 5-hours prior to the scheduled special meeting to ensure assistance is provided.

Dated: January 21, 2025

Date posted: January 27, 2025

Date published: January 27, 2025



Kimberly Gullon, Senior Deputy City Clerk

CNSB # 3389742



ITEM # 5

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Kimberly Guillen, Senior Deputy City Clerk

SUBJECT: APPOINTMENT TO FILL DISTRICT 4 CITY COUNCIL VACANCY

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct interviews of applicants and make an appointment to fill an existing vacant City Council Seat for the term ending in December 2026; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

BACKGROUND/DISCUSSION:

On January 28, 2025, Councilmember David Torres resigned from his position with the City of Montebello, effective immediately. This resignation created a vacancy in District 4. Under Government Code Section 36512(b), the City Council may choose to fill the unscheduled vacancy in District 4 either through an appointment or by calling a Special Election within 60 days of the vacancy (Government Code Section 36512). On February 12, 2025, the City Council unanimously voted to fill the vacancy through an appointment process.

Registered voters residing within City Council District 4 of Montebello were invited to apply. Interested community members were directed to complete an application available on the City's website and submit it to the City Clerk's Office by 5:30 p.m. on February 19, 2025. Applicants were also invited to attend the Regular City Council Meeting on February 26, 2025, to provide an oral statement.

ENVIRONMENTAL:

N/A

ANALYSIS:

In total, the City received seven (7) applications. Of those, four (4) applications qualified after they met all the application requirements by the prescribed deadline. Three (3) applications were disqualified because they did not fully meet the requirements. Attachment A includes the names of the applicants along with their respective applications with personal information redacted. The applicants who submitted applications are as follows:

Qualified Applications (4 total)

1. Danielle M. Romero
2. Joshua P. Olloa
3. Joella Valdez
4. Rafael Gutierrez

Disqualified Applications (3 total)

7. Paulette L. Shubin (Does not live in District 4)
8. Claudia Castro (Candidate Statement does not meet the word count requirement.)
9. Daniel Tom (Does not live in District 4, and the Candidate Statement does not meet the word count requirement.)

The City Council has flexibility in determining the process for selecting an appointee to the vacant City Council seat. A motion, second, and majority vote are required to finalize the appointment. The proposed appointment process is outlined below:

1. Applicant names will be drawn to determine the order of interviews.
2. Staff will provide copies of the applications and supporting documents for each candidate.
3. Each applicant will deliver a two-minute oral statement in the determined order.
4. The City Council will have an opportunity to ask follow-up questions after each presentation.
5. Following the interviews, the City Council will deliberate and select an appointee by majority vote.

The selected appointee must take the oath of office on or before March 29, 2025, and will assume their seat at the Regular City Council Meeting scheduled for March 12, 2025.

SUMMARY:

Staff recommends that the City Council conduct interviews of applicants and make an appointment to fill an existing vacant City Council Seat for the term ending in December 2026; and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A - List of Applicants for District 4 Councilmembers and Applications



APPLICATIONS FOR DISTRICT 4 CITY COUNCIL VACANCY

	<u>Name of Applicant</u>	<u>Date Submitted</u>	<u>Voter Registration Verification</u>	<u>Felony Conviction Declaration</u>	<u>Candidate Statement</u>	<u>Notes</u>
1	Danielle M. Romero	2/18/2025	☒	☒	☒	Meets all qualifications.
2	Joshua P. Ulloa	2/19/2025	☒	☒	☒	Meets all qualifications.
3	Joella Valdez	2/19/2025	☒	☒	☒	Meets all qualifications.
4	Paulette L. Shubin	2/19/2025	☐	☒	☒	District 3 Resident
5	Rafael Gutierrez	2/19/2025	☒	☒	☒	Meets all qualifications.
6	Claudia Castro	2/19/2025	☒	☒	☐	Candidate Statement does not meet the word count requirement.
7	Daniel Tom	2/19/2025	☐	☒	☐	District 1 resident. Candidate Statement does not meet the word count requirement.

RECEIVED

FEB 18 2025

CITY CLERK'S OFFICE



CANDIDATE INFORMATION	
NAME (FIRST, MIDDLE, LAST) Danielle, M, Romero	
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) 	
TELEPHONE 	BUSINESS PHONE
EMAIL ADDRESS 	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☒ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☒ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	16 Years	
ARE YOU A UNITED STATES CITIZEN?	☒ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOTER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California Elections Code Section 20?	☐ YES	☒ NO
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2 nd and 4 th Wednesday of each month, with additional special meetings from time to time.	☒ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law)	☒ YES	☐ NO
Do you agree to file all required forms in a timely manner as required by the city's filing official?		

AN APPLICANT MAY ATTACH ANY ADDITIONAL INFORMATION THEY BELIEVES IS PERTINENT TO BEING CONSIDERED TO BE APPOINTED TO THIS POSITION. THIS COULD INCLUDE A RESUME, CURRICULUM VITAE, STATEMENT OF BACKGROUND AND EXPERIENCE, AND/OR STATEMENT OF QUALITIES THAT THE APPLICANT BELIEVES MAKES THEM SUITED TO SERVE IN THE POSITION OF COUNCILMEMBER FOR DISTRICT 4.

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.



Signature of Applicant



Date



RECEIVED

FEB 18 2025

CITY CLERK'S OFFICE

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.

Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **5:30 p.m. on Wednesday, February 19, 2025**. Your failure to file this statement will result in your candidacy being deemed incomplete, and you will not be eligible for the Council Vacancy.

If you have any questions, please contact Kimberly Guillen at 323-887-1359. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Danielle Romero, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒	NOT BEEN CONVICTED OF A FELONY
☐	BEEN CONVICTED OF A FELONY

Dated: February 17, 2025

Signature: Danielle Romero

Print Name: Danielle Romero

FEB 18 2025

CITY CLERK'S OFFICE

Appointment to Montebello City Council, District 4**Danielle Romero**

It is my honor to submit my application for appointment to the Montebello City Council as representative for District 4, and it will be my pleasure to serve my neighbors and city.

My husband and I, along with our three wonderful boys, have called Montebello home for the past 16 years. My husband's family has been a part of this area for four generations. Together, my husband and I are proud local small business owners, and our children are products of the Montebello Unified School District. I've had the privilege of working with our youth as an assistant coach for my son's soccer team and as a youth group ministries leader. As a former Girl Scout myself, I'm glad to see our local girl scouts thrive with the support of our councilmembers. Both my husband and son have worked at the beloved Broguiere's Dairy, located in our very own district.

If I had to describe my life in one word, it would be "service."

At 17, I enlisted in the army to serve as a unit supply specialist, and trained as a combat lifesaver. You can spot my face on a veteran's banner along Whittier Boulevard. I currently work as a Veteran Service Officer for the American Legion Los Angeles County Council (LACC), where I help veterans and their families with benefit claims, housing, and job placement resources. I also volunteer as the 3rd Vice at the American Legion in Montebello and sit on the board of directors. As the first female member of the Honor Guard team where we perform funeral services for veterans, and as the first female elected as Captain of the team, I hope to inspire other women to get involved as well. Additionally, I am also Assistant Vice Adjutant for the American Legion District 19 and the Community Service Chairman for the Auxiliary at the American Legion. I am a proud member of The Honor Society of Women Legionnaires, and currently serve as Montebello's District 4 Traffic and Safety Commissioner.

As council member, I will be committed to enhancing the quality of life for the residents of District 4 and all of Montebello, and work with my colleagues to foster a supportive business environment and attract more shopping options to our city. My goal is to stimulate economic development while ensuring our community remains vibrant and thriving. I envision greater

investment in our public parks, focus on enhancing public safety, and ensuring our infrastructure is well-maintained.

I will strive to improve communication between the City Council and Montebello's residents, making sure everyone's voice is heard and their concerns are addressed. Above all, I believe in an open and transparent government that is accountable to its residents. I am dedicated to fostering a culture of integrity and transparency in all city operations.

If appointed, I, Danielle Romero, give my word to my fellow residents that I will work on behalf of all Montebello residents.

RECEIVED

FEB 19 2025

CITY CLERK'S OFFICE



CANDIDATE INFORMATION		
NAME (FIRST, MIDDLE, LAST) <u>Joshua Paul Ulloa</u>		
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) [REDACTED]		
TELEPHONE [REDACTED]	BUSINESS PHONE	
EMAIL ADDRESS [REDACTED]		
ARE YOU A MONTEBELLO REGISTERED VOTER?	☒ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☒ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	<u>8 years</u>	
ARE YOU A UNITED STATES CITIZEN?	☒ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOTER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California Elections Code Section 20?	☐ YES	☒ NO
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2 nd and 4 th Wednesday of each month, with additional special meetings from time to time.	☒ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law) Do you agree to file all required forms in a timely manner as required by the city's filing official?	☒ YES	☐ NO

AN APPLICANT MAY ATTACH ANY ADDITIONAL INFORMATION THEY BELIEVES IS PERTINENT TO BEING CONSIDERED TO BE APPOINTED TO THIS POSITION. THIS COULD INCLUDE A RESUME, CURRICULUM VITAE, STATEMENT OF BACKGROUND AND EXPERIENCE, AND/OR STATEMENT OF QUALITIES THAT THE APPLICANT BELIEVES MAKES THEM SUITED TO SERVE IN THE POSITION OF COUNCILMEMBER FOR DISTRICT 4.

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Joshua Paul Ulloa

Signature of Applicant

2/18/2025

Date

RECEIVED

FEB 19 2025

CITY CLERK'S OFFICE



CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

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In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **5:30 p.m. on Wednesday, February 19, 2025**. Your failure to file this statement will result in your candidacy being deemed incomplete, and you will not be eligible for the Council Vacancy.

If you have any questions, please contact Kimberly Guillen at 323-887-1359. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Joshua Paul Ulloa, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒	NOT BEEN CONVICTED OF A FELONY
☐	BEEN CONVICTED OF A FELONY

Dated: February 18, 2025

Signature: Joshua Paul Ulloa

Print Name: Joshua Paul Ulloa

FEB 19 2025

CITY CLERK'S OFFICE

To the District 4 hiring committee:

My name is Joshua Paul Ulloa, and I am applying for the open city council seat in District 4. I have lived at 417 N Park Ave, Montebello CA 90640 for the past eight years. I received my Master of Arts and Bachelor of Arts in Political Science with a minor in Administration at California State University, Fullerton in 2022 and 2019, respectively. I currently serve as an Instructional Aide at Olive Crest Academy in Garden Grove, CA

Throughout my professional career, I have maintained a passion for anti-racism, justice, equity, and inclusion and have looked to dedicate myself to public service. Should I have the honor to serve as the representative for District 4, I will continue to build on the legacy of public service and transparency that Councilman Torress cultivated. I will continue maintaining the safety of my constituents by regulating the freight trucks that conduct business in District 4. With my leadership, the city council will solve the Union Pacific Railroad crisis, which continues to disrupt our daily lives and business. As someone who passes the train tracks on Greenwood Avenue every day for work, I understand the frustration that a stalled, inconvenienced train will cause. It is more important than ever to resolve this unmitigated disaster before more problems arise. Moreover, District 4 is home to a plethora of local business on a bustling Whittier Street. I will continue spotlighting to all residents the great products and services these local businesses produce. A program that we can implement involves creating a special fund that can be accessed by all local businesses in Montebello for the intent of assisting repairs or beautification. By subsidizing our local businesses, we ascertain that Montebello remains a bastion of local business, which maintains the vitality of our economy and standard of living.

I am aware that I do not possess as much political acumen as other applicants for this position. However, I am confident in my ability to create lasting relationships with my constituents, fellow councilmembers, and all others involved. In my present position as an Instructional Aide, I have built significant mentorship bonds with students of all disabilities, genders, sexual orientations, racial and ethnic backgrounds, socioeconomic statuses, and school faculty and staff. My work as an Instructional Aide has instilled compassion for my students and to recognize the dignity in everyone. That same drive and compassion will accompany all facets in my political career. Additionally, my experiences in graduate school have taught me the importance of equal opportunity for all and building community with students, family, staff, and all stakeholders. I do not have the fancy clout nor the experience, but I have tremendous appreciation for this city that has welcomed me for the past eight years and would love the opportunity to serve.

Thank you for your time and consideration.

Joshua Paul Ulloa, M.A.

FEB 19 2025

CITY CLERK'S OFFICE



CANDIDATE INFORMATION	
NAME (FIRST, MIDDLE, LAST) Joellaann "Joella" Valdez	
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) [REDACTED]	
TELEPHONE [REDACTED]	BUSINESS PHONE
EMAIL ADDRESS [REDACTED]	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☒ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☒ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	25 years	
ARE YOU A UNITED STATES CITIZEN?	☒ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOTER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California Elections Code Section 20?	☐ YES	☒ NO
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2 nd and 4 th Wednesday of each month, with additional special meetings from time to time.	☒ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law)	☒ YES	☐ NO
Do you agree to file all required forms in a timely manner as required by the city's filing official?		

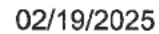
AN APPLICANT MAY ATTACH ANY ADDITIONAL INFORMATION THEY BELIEVES IS PERTINENT TO BEING CONSIDERED TO BE APPOINTED TO THIS POSITION. THIS COULD INCLUDE A RESUME, CURRICULUM VITAE, STATEMENT OF BACKGROUND AND EXPERIENCE, AND/OR STATEMENT OF QUALITIES THAT THE APPLICANT BELIEVES MAKES THEM SUITED TO SERVE IN THE POSITION OF COUNCILMEMBER FOR DISTRICT 4.

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.



Signature of Applicant



Date

RECEIVED

FEB 19 2025

CITY CLERK'S OFFICE



CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.

Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **5:30 p.m. on Wednesday, February 19, 2025**. Your failure to file this statement will result in your candidacy being deemed incomplete, and you will not be eligible for the Council Vacancy.

If you have any questions, please contact Kimberly Guillen at 323-887-1359. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Joellaann Valdez, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒ NOT BEEN CONVICTED OF A FELONY
☐ BEEN CONVICTED OF A FELONY

Dated: February 19, 2025

Signature: Joella Valdez

Print Name: Joellaann Valdez

FEB 19 2025

CITY CLERK'S OFFICE

Joellaann “Joella” Valdez**Occupation: External Relations Officer, Public Works****Age: 42**

I am Joella Valdez, a dedicated leader committed to putting Montebello residents first to increase our quality of life.

As a proud alumna of the University of Southern California with degrees in International Relations and Spanish, I bring extensive international experience, fluency in English, Spanish, and French, and a diverse perspective from my work in other countries.

As a mother, a homeowner, and a former member of the Montebello Planning Commission, I am deeply rooted in our community. I understand the daily challenges our community faces and the opportunities that we can create by working together. My professional experience with the City of Los Angeles City Council and the Department of Public Works has given me a strong understanding of the infrastructure, economic and policy needs of Montebello. I have built my 15-year career in Public Service on collaboration, problem-solving, and delivering results—experience I will bring to serve our city.

My platform includes:

Public Safety: Advocating for fair public safety for all, including establishing a police substation in South Montebello.

Infrastructure & City Services: Fixing streets, improving public spaces, and ensuring access to essential city services.

Government Transparency: Promoting stable, ethical, and transparent leadership.

Economic Growth: Revitalizing local businesses and strengthening Montebello's economy.

I am committed to making Montebello a great place to live, work, and raise a family. I value transparency, equity, and community engagement.

In the recent November 2024 election, I earned 47% of the vote (1,723 votes) in District 4, in an election with 62% voter turnout—demonstrating strong community support and a testament to the growing demand for change in our city. I remain committed to serving Montebello and advocating for the resources and policies that will make our community safer, stronger, and more prosperous.

For more information, visit joellavaldez.com.

* Does not meet all qualifications.

Candidate lives in District 3.

RECEIVED

FEB 19 2025

CITY CLERK'S OFFICE



CANDIDATE INFORMATION	
NAME (FIRST, MIDDLE, LAST) PAULETTE LOUISE SHUBIN	
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) [REDACTED]	
TELEPHONE [REDACTED]	BUSINESS PHONE [REDACTED]
EMAIL ADDRESS [REDACTED]	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☒ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☒ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	2007 TO PRESENT	
ARE YOU A UNITED STATES CITIZEN?	☒ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOTER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California Elections Code Section 20?	☐ YES	☒ NO
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2 nd and 4 th Wednesday of each month, with additional special meetings from time to time.	☒ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law)	☒ YES	☐ NO
Do you agree to file all required forms in a timely manner as required by the city's filing official?		

AN APPLICANT MAY ATTACH ANY ADDITIONAL INFORMATION THEY BELIEVES IS PERTINENT TO BEING CONSIDERED TO BE APPOINTED TO THIS POSITION. THIS COULD INCLUDE A RESUME, CURRICULUM VITAE, STATEMENT OF BACKGROUND AND EXPERIENCE, AND/OR STATEMENT OF QUALITIES THAT THE APPLICANT BELIEVES MAKES THEM SUITED TO SERVE IN THE POSITION OF COUNCILMEMBER FOR DISTRICT 4.

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Paulette L. Shukin

Signature of Applicant

FEBRUARY 19, 2025

Date

FEB 19 2025

CITY CLERK'S OFFICE

Wednesday, February 19, 2025

*Montebello City Clerk's Office
1600 W. Beverly Blvd,
Montebello, CA 90640*

Application for City Council Appointment – District 4

Dear Hiring Committee,

It is with great enthusiasm and sincere joy that I submit my Application for City Councilmember of District 4. Thank you for your consideration, for taking the time to read through my materials, and for disseminating this special and meaningful opportunity to begin with. As a current AmeriCorps Fellow with the State of California's Climate Action Corps (CCAC), a program of Bay Area Community Resources (BACR), the areas of purpose, connectedness, and curiosity, centered in meaningful transformation, form the foundation of my life's passion.

Throughout the State of CA, AmeriCorps Fellows get selected to serve at host community sites that focus on three main areas: Urban Greening, Wildfire Resilience, and Food Rescue and Waste. Upon completing my first AmeriCorps program in the City of Miami, FL back in 2014, I never imagined that a whole ten years later, there would be another AmeriCorps Opportunity for State and National Service in the very city I moved away from in order to pursue dreams and goals for my family. With the motivation of creating a brighter and sustaining life in and for the beautiful City of Montebello, this fellowship experience has allowed me to develop and cultivate the tools necessary to lead, empower, expand, and learn with an open, curious mind-set.

Now in my second full-term as a fellow, my primary roles in Volunteer Engagement Coordination and Food Rescue and Waste, have been instrumental in preparing me to expand my specific set of skills to large-scale efforts, where they are needed the most. To serve our City of Monte-Bello, "Beautiful Mountain," in Spanish, has been a tremendously gifted experience. Our rich diversity is not just reflected in our neighborhoods, family composition, educational attainment, socio-economic status, languages spoken, along with sources of food and joy; it is reflected in the hearts and minds of dozens and thousands of people that call this city home. While I was filled with enthusiasm and hope upon seeing the Announcement of Vacancy, it has been disheartening to see comments across our social media channels that challenge and question our City's leadership, integrity, focus, and ability to foster trust within the public. Seeing the doubt has motivated me further pursue this opportunity.

We are living in a time where fear, panic, and discord cannot be afforded to grow and thrive. Every single day is an opportunity to identify these trends and challenge them. My interest in being considered for the position of rooted in its hopeful, engaging, and influential impact across areas of access to food, leadership opportunities for youth, environmental justice, civic engagement, long-term sustenance, and economic stability and prosperity, for all.

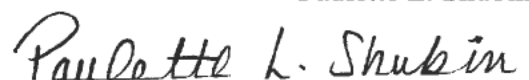
Being local to the community that I am applying to be elected to is a chance to further expand the restorative compassion and commitment to excellence that has been practiced in my own home and at the organization that I've been welcomed to with open arms and an open heart by my Host Community Site, Heart of Compassion Food Distribution. This is a vital chance to go back to where doubt, distrust, and disorder was first planted and allowed to take root and thrive. Only when we do that, can we develop a foundational infrastructure that withstands development, integration, and prosperity. Our terrain is indeed beautiful. My mom knew this when she single-handedly moved our family from East LA to the area of Beverly Hospital, now Adventist White Memorial, where she has served as a Cashier / Food Service Worker, for more than twenty years. Together, we all can (re)imagine what our present rests on and expand our future horizons.

In closing, while I humbly look forward to delivering my oral statement with the City Council at the Regular Meeting scheduled for next Wednesday, February 26, 2025, today is already a victory! Every single day, our community members are waking up and asking themselves, "How may I help?" Completing this application has inspired me to keep asking this question.

Thank you immensely for your time and attention. I can be reached via e-mail, telephone, or in-person for any questions prior to the next week's meeting.

Sincerely,

Paulette L. Shubin

A handwritten signature in black ink that reads "Paulette L. Shubin". The script is cursive and fluid, with the first name being the most prominent.



CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

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If you have any questions, please contact Kimberly Guillen at 323-887-1359. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, PAULETTE L. SHUBIN, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒ NOT BEEN CONVICTED OF A FELONY
☐ BEEN CONVICTED OF A FELONY

Dated: February 19, 2025

Signature: Paulette L. Shubin
Print Name: PAULETTE L. SHUBIN

FEB 19 2025

*Montebello City Clerk's Office
1600 W. Beverly Blvd,
Montebello, CA 90640*

CITY CLERK'S OFFICE

Candidate Statement

The privilege of being immersed in spaces that encourage collaboration and facilitation used to be a completely foreign concept to me. Now, a decade later, doing so remains a core passion. Prior to my education at East Los Angeles College (ELAC), partaking in discussions about contemporary social issues, let alone organizing or debating them, was not within the realm of my imagination. Pre-conceived ideas that limited futures for young people like me growing up began to be deconstructed, unlearned, and challenged. The confidence and direction gained through my participation as a student policy debater paved the way for me to turn untapped potential into reality, to later enroll at The New School University in NYC, NY as a transfer student, and monumentally marked the beginning of my commitment and dedication to social service. Together, my studies at ELAC and The New School instilled in me the value of critical pedagogical approaches that maximize inventiveness, possibility, and empowerment. At the same time, this methodology reduced the likelihood of disassociation in transferring life-experiences along with classroom lessons into real-world transformation.

Upon earning my B.A. degree in Global Studies, an opportunity to embrace my spirit of idealism, supported by formal training and mentorship, found me through an education-based AmeriCorps program known as City Year. During the program's service year, my role as an Academic Interventionist / Corps Member opened my eyes to the beautiful reality that idealism was about more than having a positive mindset, idealism as a practice was integral to the organization's mission. As the Idealist Handbook describes, "The skills of idealism are to imagine, recruit, transform, and inspire." Together, these parts continue to play key role in ensuring that the bigger vision of a better tomorrow, followed by a better world, is actualized. The fundamentals gained during my service year extended far beyond the walls of the classroom that AmeriCorps members were assigned to. By identifying and defining three parts to service: Civic Ideas, Civic Values, and Civic Power, I learned how foundations are critical and can be applied to nearly every facet of our world's most pressing issues.

This is why I am confident in my ability to learn and thrive as a City Councilmember for District 4. As much as there is to describe learning milestones, what remains is a world of knowledge and information pertaining to civic responsibility. My enthusiasm for this role is also shaped by a vital need to bridge with others, including people of varying worldviews, alongside being able to work independently in a team setting. While practices such as local and global dialogue, national service, and societal longevity can at times be intimidating, it is the significance of their weight that propels me towards them. It is why I find it so necessary to take on this challenge and emerge on the other side as a more educated and impactful contributing member of society that towards a stable, reliable, governing body that has earned public trust, restoring hope along the way.

FEB 19 2025

CITY CLERK'S OFFICE

*Montebello City Clerk's Office
1600 W. Beverly Blvd,
Montebello, CA 90640*

Statement of Background and Experience

Of the many doors that policy debate and AmeriCorps opened for me, volunteerism has been the most fruitful. It truly is the gift that keeps on giving. The pathway to developing confidence in oneself and the concept of Ubuntu, "Our Humanity is shared," is a treasure that I will forever remain indebted to. When the ELAC Sociology Club election took place one year into my extra-curricular activity of Policy Debate, I was elected to serve as President by my peers. While I could not fully comprehend it at that moment, the accomplishment would serve as a catalyst for continuing to pursue environments where people passionately connect, inspire, and encourage one other. Topics such as the education-to-prison pipeline, nuclear weapons and the threat to Earth, women's empowerment, were brought to the forefront. I witnessed first-hand how incredible it was for young people to come together voluntarily, especially enthusiastic, in honor of standing up for causes that mattered. Although I did not possess the vocabulary or frame of reference to adequately describe the phenomenon unfolding before me, I see now how seeds of hope and transformation were firmly being planted in those early formative seasons. The growth and bloom in the form of professional endeavors that followed are evidentiary of their might.

Following the completion of my service with City Year, I became a Helpline Counselor at the community organization, Switchboard of Miami. Switchboard, now incorporated into Jewish Community Services of south Florida, was known as, "The Lifeline of Miami-Dade County." From information on emergency housing shelters, financial aid for bills, mental health screenings, and food banks / distribution centers, to describe a few, our call center served as a central site for it all. Additionally, specialty Helplines such as the Suicide Prevention Lifeline, Veterans Crisis Line, and the Disaster Distress Helpline were available for more vulnerable demographics. Each helpline, no matter how big or small the need, encompassed a protocol that consisted of rapport building, conducting assessments, delivering an informative choice of referrals, follow-up engagement, and when necessary, crisis intervention and providing advocacy. Although the vast array of information seemed overwhelming at first, the training I received was rooted in a friendliness and comprehensiveness that felt familiar. Although I was in a new environment with new faces, new lessons, new work, and a new mission, the same principles I carried within were central to being successful in this role, in any role. It was here that I grasped with clarity how challenges across the spectrum can differ in what caused the circumstance yet respond positively to many shared approaches.

While each specialty line is representative of a community that has differentiating needs that set them apart from others, such as how the Veterans Crisis Line differed from that of the Disaster Distress Helpline, it is beneficial note that a commonality of receiving validating,

empathy, and a caring heart is shared across all communities. For example, when responding to community members that represent veterans, a helpful strategy to begin forming rapport is to thank them for their courage to call, as often times picking up the phone is the difficult part, and to create an exchange that is rooted in genuine interest: “Who are they?” “What is their discharge status?” “How do they feel today?” “Are any supportive services such as benefit enrollment, drug/alcohol health help, housing/shelter, and employment opportunities in place?” are a few questions that can be helping in this initial stage of screening. Once a valuable partnership is formed, engagement and a willingness to help can enhance the experience for both parties in overcoming challenges faced. Concerns such as Complex-Post Traumatic Stress Disorder and Suicidality are not present in every veteran or active member, however, being prepared to ask questions to dig deeper is fundamental in ensuring adequate referrals and advocacy is made.

Now, more than ever, it is vital for people of all socio-economic status and backgrounds to be supported and encouraged when rising to the occasion and conversations concerning what practices and policies need to be implemented to keep our homes, communities, and planet safe. It has become increasingly commonplace for misinformation to thrive on a national scale. One of the biggest barriers to instilling better methodologies that benefit individuals, communities, entire ecosystems, and life as we know it, is inaccessibility and exclusion. We are all important. We are all vital. May we all contribute to our shared spaces and places in this landscape that we call Home!

FEB 19 2025

CITY CLERK'S OFFICE

PAULETTE L. SHUBIN

City of Montebello, LA County, CA

RELEVANT AmeriCorps – State and National

California Climate Action Corps (CCAC) Fellow

Heart of Compassion Food Distribution, September 2024-Present

- Currently completing my second full-term as an AmeriCorps member.
- Serving as the primary Fellow responsible for managing the Court-Referred Community Service (CRCS) Program for County of LA.
- Roles of Volunteer Coordinator and Food Rescue & Waste Fellow have been strengthened and reinforced.
- Welcomed four new AmeriCorps Fellows to our team, expanding Volunteer Engagement in the areas of, to name a few:
 - Roles, recruitment, and interviewing
 - Registration and Screening
 - Induction, orientation, and occupational health and safety (OHS)
 - Training, Development, and Support
 - Acknowledgement and Recognition
 - Performance Management
 - Organizational infrastructure
 - Organizational Culture
- Currently enrolled as a student in the University of California (UC) Environmental Stewards (ES), an online-based program within the Agriculture and Natural Resources Department.

AmeriCorps – State and National

California Climate Action Corps (CCAC) Fellow

State & National Fellow at Heart of Compassion, September 2023-August 2024

- Successfully completed first full-term at Heart of Compassion.
- Roles of Volunteer Coordinator and Food Rescue & Waste Fellow were learned.
- Created, promoted, and managed 'Volunteer Opportunities' on a week to week basis, including special holidays event.
- Learned the Procedures & Protocols and Court-Referred Community Service Volunteers, closing out dozens of cases on a month-to-month basis, with cases ranging from three hours assigned to three-hundred.
- Served as only Volunteer Coordination Fellow on a team of 5.

(Continued)

- Learned to complete Senior Volunteer Registrations and Timesheets with a new partner, Hunger Free America, to facilitate volunteer reimbursement opportunities for seniors aged 55 and higher.
- Successfully completed over 170+ hours of professional development.
- Successfully met and exceeded the requirement of 1,700 hours to graduate.

AmeriCorps – State and National

California Climate Action Corps (CCAC) Fellow

State & National Fellow at Heart of Compassion, June 2024-August 2024

- Selected as 1 of 80 participants to join the summer fellowship, a two-month paid term of service with public agencies, tribes, nonprofit organizations, and educational institutions.
- Matched to the Host Site, Heart of Compassion (HoC) Food Distribution.
- Learned the operations of HoC's 20,000 square foot warehouse that provides foods and essential goods throughout Southern California.
- Introduced to the community of volunteers, donors, partners, organizations,
- Successfully met and exceeded the requirement of 300 hours to graduate.

Lyft, Inc.

Lyft Los Angeles Driver, February 2019-February 2020

- Completed 1,130 lifetime rides.
- Maintained a driver rating of 5.0 for every 100 rides.
- Strive to make Lyft a safer and more vibrant community one ride at a time.
- Customer centricity was prioritized at core of every ride: measured by, but not limited to: friendliness, cleanliness, driving quality, and going above and beyond.

United Way of Greater Los Angeles - 211

Community Resource Advisor, February 2019-May 2019

- Successfully completed training to renew AIRS credentials for a Community Resource Advisor (CRA) role.
- Participated in seminars and training led by Performance Coaches to learn helplines.
- Renewed AIRS Re-Certification as a Certified Community Resource Specialist (CRS).
- Assess human service needs via phone or in-person applying 211 LA County assessment protocol.

- Searches computer database for human service provider referrals.

Jewish Community Services of South FL.

Helpline Counselor II, January 2017-October 2018

- Became a Certified Information and Referral Specialist (CIRS) and earned an American Association of Suicidology (AAS) Crisis Worker certification.
- Established rapport, conducted assessment, provided referrals, engaged in follow-up, and crisis intervention, if needed, to clients over phone, chat, and text.
- Ensured written and electronic data remained accurately entered into client database.
- Participated in trainings, seminars, workshops, and in-services related to program and professional development.

United Way of Miami-Dade County, Switchboard of Miami

Helpline Counselor, July 2015-December 2016

- Answered over 13 specialty phone lines to connect, counsel, and empower clients at the local, regional, and national level.
- Provided appropriate information and referral services to social service agencies.
- Handled multiple platforms simultaneously: phone, chat, and text.
- Gave telephone crisis counseling as well as suicide intervention services.
- Recognized as the counselor of the month for March 2016.

City Year Miami

AmeriCorps Member, August 2014-June 2015

- Completed a full term of service as an English Language Arts Academic Interventionist.
- Successfully provided 30 at-risk students with yearlong intensive academic intervention in ELA resulting in a 20% increase in reading proficiency.
- Completed a curriculum of professional and leadership development sessions.
- Participated in monthly civic leadership conferences, professional development seminars, and management training opportunities.
- Successfully graduated from program and earned the Eli Segal Education Award.

CHCI Ready to Lead (R2L) Event

Leadership Development workshop facilitator, December 2014

- Facilitated a training session on leadership development and civic engagement at CHCI's R2L Miami, an event that brought together over 160 students representing ten high schools for the opportunity to gain skills in college planning and financial literacy.

New York City's Department of Youth and Community Development, NY

Young Men's Initiative Mentor, September 2012-May 2013

- Worked with a group of twelve pre-adolescent/adolescent males in grades five through ninth to develop community service initiatives.
- Helped mentees establish healthy relationships and service ethic.
- Created safe spaces within mentees to communicate and express interpersonal and intrapersonal challenges.

EDUCATION Eugene Lang College the New School for Liberal Arts, New York, NY
Bachelor of Arts in Global Studies, May 2013

East Los Angeles College, Monterey Park, CA
Transfer requirements completed, Non-Degree Candidate, 2011

HONORS Alliance of Information and Referral Systems (AIRS) Certified – expires 2021
American Association of Suicidology (AAS) Crisis Worker Certified – exp. 2023
American Council on the Teaching of Foreign Languages (ACTFL) Certified – exp. 2021

ADDITIONAL Student Health Services at The New School University, New York, NY

EXPERIENCE *Peer Health Advocate and Specialist*, October 2011-May 2013

- Promoted health education, awareness, and advocacy initiatives on campus.
- Examined issues of health and wellness through discussion, art, and workshops.

Social Justice Leadership Institute, YMCA/Greenkill Retreat Center, NY

New School Leadership Fellow, August 2011

- Supported social justice organizing and activism.
- Collaborated with university professors and students to develop social justice and civic engagement initiatives on campus.

East Los Angeles College Debate

Policy Debater, September 2009-May 2011

- Competed in local, regional and national debate tournaments; part of an 8-person academic extracurricular group.

LEADERSHIP Congressional Hispanic Caucus Institute scholarship recipient, 2012

New Student Orientation Leader at Eugene Lang College, 2012

Emerging Student Leader Award at Eugene Lang College, 2011

Western Novice and JV Championship Tournament,

1st Place Speaker Award, Novice Division, 2010

District 1 NDT Qualifier Tournament,

1st Place Speaker Award, Novice Division, 2010

FEB 19 2025

CITY CLERK'S OFFICE

**CANDIDATE INFORMATION**

NAME (FIRST, MIDDLE, LAST) Rafael Gutierrez	
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) [REDACTED]	
TELEPHONE [REDACTED]	BUSINESS PHONE N/A
EMAIL ADDRESS [REDACTED]	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☒ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☒ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	49 Years	
ARE YOU A UNITED STATES CITIZEN?	☒ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOTER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California Elections Code Section 20?	☐ YES	☒ NO
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2nd and 4th Wednesday of each month, with additional special meetings from time to time.	☒ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law)	☒ YES	☐ NO
Do you agree to file all required forms in a timely manner as required by the city's filing official?		

AN APPLICANT MAY ATTACH ANY ADDITIONAL INFORMATION THEY BELIEVES IS PERTINENT TO BEING CONSIDERED TO BE APPOINTED TO THIS POSITION. THIS COULD INCLUDE A RESUME, CURRICULUM VITAE, STATEMENT OF BACKGROUND AND EXPERIENCE, AND/OR STATEMENT OF QUALITIES THAT THE APPLICANT BELIEVES MAKES THEM SUITED TO SERVE IN THE POSITION OF COUNCILMEMBER FOR DISTRICT 4.

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

A handwritten signature in black ink, appearing to be "RACAS", written over a horizontal line.

Signature of Applicant

2/19/25

Date

FEB 19 2025

CITY CLERK'S OFFICE



CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.

Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **5:30 p.m. on Wednesday, February 19, 2025**. Your failure to file this statement will result in your candidacy being deemed incomplete, and you will not be eligible for the Council Vacancy.

If you have any questions, please contact Kimberly Guillen at 323-887-1359. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Rafael Gutierrez, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒	NOT BEEN CONVICTED OF A FELONY
☐	BEEN CONVICTED OF A FELONY

Dated: February 19, 2025

Signature:

A handwritten signature in black ink, appearing to read "Rafael Gutierrez", is written over a horizontal line.

Print Name:

Rafael Gutierrez

FEB 19 2025

CITY CLERK'S OFFICE

Candidate Statement
Rafael Gutierrez 2025 District 4

My name is Rafael Gutierrez, I've been a resident of this great city for 49 years. If given the opportunity to represent this city, I would like to give back to the city that has provided so much for my family, my friends, my neighbors, my students and myself since I was 5 years old. I have deep roots here in Montebello and care about moving our city forward for our next generation. I attended schools in the city and graduated from Montebello High School. I was a local success when I was drafted by the Kansas City Royals and also played professionally for the Los Angeles Dodgers. I then came back to inspire and mentor our youth by coaching baseball and teaching at my alma mater. With my experience as the former city treasurer and other community leadership roles, I possess a stronger background than many other candidates. My involvement with various youth organizations and my experience as a teacher provide a unique perspective that will help me serve in this role. My many years as a Montebello resident, a husband, and a father have allowed me to gain multiple perspectives on the needs of our community. I want to be part of improving the safety of our residents, modernizing our parks and repairing our streets. On the bigger scope, seeking funds for improving and revitalizing downtown Montebello, attracting small businesses, and developing affordable housing are also of the most importance to me. When making a decision I will consider how it will affect the entire community, is it within the city's financial goals, and how it will impact the city in the future. My cordial relationships with the current council and city employees, and my willingness to work and learn from fellow colleagues, will enable me to become a council member who will collectively work to make Montebello a better place to live. I respectfully ask for your consideration.

Thank you.

- City of Montebello Elected City Treasurer (2018-2022)
- City of Montebello Investment Committee
- High School coach/teacher/athletic director in the community for 33 years at Montebello High School.
- Montebello Baseball Association Volunteer for 10 years. Coach, Tournament Director, Vice President, Commissioner/President, and current Treasurer.
- YMCA youth coach for basketball and baseball/T-Ball. Volunteered during food distribution and provided donations during Thanksgiving.
- Golden State Basketball coach.
- Police Athletic/Activities League coach.
- Montebello Volunteer Program (MVP)
- Montebello Lions Service Club
- Director of Montebello High School Annual Athletic Hall of Fame Scholarship Golf Tournament. The tournament has raised over \$250,000 to support scholarships and athletic teams.

FEB 19 2025

CITY CLERK'S OFFICE

* Does not meet all qualifications.

Candidate lives in District 1.

Candidate Statement does not meet word count requirement.



CANDIDATE INFORMATION	
NAME (FIRST, MIDDLE, LAST) DANIEL TOM	
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) [REDACTED]	
TELEPHONE [REDACTED]	BUSINESS PHONE [REDACTED]
EMAIL ADDRESS [REDACTED]	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☒ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☒ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	Since January 5, 1970	
ARE YOU A UNITED STATES CITIZEN?	☒ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOTER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California Elections Code Section 20?	☐ YES	☒ NO
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2 nd and 4 th Wednesday of each month, with additional special meetings from time to time.	☒ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law)	☒ YES	☐ NO
Do you agree to file all required forms in a timely manner as required by the city's filing official?	yes	

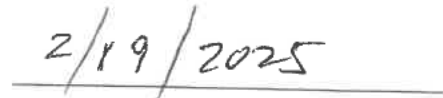
AN APPLICANT MAY ATTACH ANY ADDITIONAL INFORMATION THEY BELIEVES IS PERTINENT TO BEING CONSIDERED TO BE APPOINTED TO THIS POSITION. THIS COULD INCLUDE A RESUME, CURRICULUM VITAE, STATEMENT OF BACKGROUND AND EXPERIENCE, AND/OR STATEMENT OF QUALITIES THAT THE APPLICANT BELIEVES MAKES THEM SUITED TO SERVE IN THE POSITION OF COUNCILMEMBER FOR DISTRICT 4.

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.



Signature of Applicant



Date



RECEIVED

FEB 19 2025

CITY CLERK'S OFFICE

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

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If you have any questions, please contact Kimberly Guillen at 323-887-1359. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Daniel Tom, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒ NOT BEEN CONVICTED OF A FELONY
☐ BEEN CONVICTED OF A FELONY

Dated: February 19, 2025

Signature: Daniel Tom

Print Name: DANIEL TOM

FEB 19 2025

CITY CLERK'S OFFICE

Candidate Statement of Daniel Tom

I have been a resident of Montebello since 1970. I am interested in serving for the vacancy of councilman. I have 22 years of experience as a counselor and mathematics teacher at Glendale Unified School District. Prior to that I worked for aerospace company called TRW (now Northrup Grumman). My first job after receiving my Bachelor degree in Economics from Cal State LA was with Walt Disney for 6 years. I received my MBA from Loyola Marymount University in 1979. I was since have been retired from 2012 to present.

I am interested in serving as a council member because I am avid golfer for 40 years and would like to develop the Montebello Golf Course to an 18 hole golf course (par 70). I belong to the Los Angeles Chinese Golf Golf that has over 80 members and would like to see monthly tournaments at an 18 hole course.

I am currently the owner and manager of apartments located at 2116 W. Victoria Avenue. I would like to be of service to my tenants who have lived there for over ten to fifteen years. I currently reside in Racquet Mountain 2 and have served on the Board of Directors for the Association. Thank you for your consideration and looking forward to an interview.

RECEIVED

FEB 19 2025

CITY CLERK'S OFFICE

* Does not meet all qualifications.

Candidate Statement does not meet word count requirement.



CANDIDATE INFORMATION	
NAME (FIRST, MIDDLE, LAST) <i>Claudia Citlali Castro</i>	
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) [REDACTED]	
TELEPHONE [REDACTED]	BUSINESS PHONE [REDACTED]
EMAIL ADDRESS [REDACTED]	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☒ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☒ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	<i>24 years</i>	
ARE YOU A UNITED STATES CITIZEN?	☒ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOTER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California Elections Code Section 20?	☐ YES	☒ NO
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Do you agree to file all required forms in a timely manner as required by the city's filing official?		

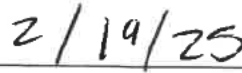
AN APPLICANT MAY ATTACH ANY ADDITIONAL INFORMATION THEY BELIEVES IS PERTINENT TO BEING CONSIDERED TO BE APPOINTED TO THIS POSITION. THIS COULD INCLUDE A RESUME, CURRICULUM VITAE, STATEMENT OF BACKGROUND AND EXPERIENCE, AND/OR STATEMENT OF QUALITIES THAT THE APPLICANT BELIEVES MAKES THEM SUITED TO SERVE IN THE POSITION OF COUNCILMEMBER FOR DISTRICT 4.

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.



Signature of Applicant



Date

FEB 19 2025

CITY CLERK'S OFFICE



CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

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If you have any questions, please contact Kimberly Guillen at 323-887-1359. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Clavella Castro, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒	NOT BEEN CONVICTED OF A FELONY
☐	BEEN CONVICTED OF A FELONY

Dated: February 19th 2025

Signature: *Clavella Castro*

Print Name: Clavella Castro

FEB 19 2025

CITY CLERK'S OFFICE

CANDIDATE STATEMENT

My name is Claudia Castro I have been a resident of the city for the past 24 years. My grandparent's bought their home in Montebello in 1972 they resided in the city for over 50 years. As a little girl and on summer break when I was a child I would visit them from Mexico City. I have very fond memories. I am very familiar with the city and people of Montebello. My daughter and I call the city our forever home. We love the neighborhood, the local events on different holiday season's and dining out. We also love shopping with local vendors. I have always felt safe and feel a sense of community.

I have a Bachelors in Arts from California State University Long Beach, in Consumer Sciences. As well as an Associates Degree from San Diego Mesa College. I am currently licensed in CA as a Notary and have been employed as an Insurance Broker for 10 years. I am presently employed in a government position at a local Public Housing Authority. I am certified with Nan Mackay in FAIR Housing. I am very familiar with working with the public and are familiar with rules and regulations. I understand the importance of serving the community by being empathetic to residents needs and listening to concerns they may have.

I would like to considered as a candidate for the City Council of Montebello. I believe I would be a great fit not only to pursue my professional development but also contribute to any future endeavors. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'Claudia Castro', written over a horizontal line.

Claudia Castro



ITEM # 6

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **FISCAL YEAR 2024-25 SECOND QUARTER BUDGET UPDATE, CITY COUNCIL BUDGET PRIORITIES AND COMMUNITY BUDGET FORUM**

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file agenda report and the presentation on the Fiscal Year 2024-25 Second Quarter Budget Report, City Council Budget Priorities and Community Feedback; and,
2. Amend the Master Position Control to Adjust Staffing in the Transit, Parks and Recreation, Fire and Public Works Departments (Attachment C); and,
3. Approve the updated Salary Resolution No. 25-19 (Attachment D); and,
4. Amend the Fiscal Year 2024-25 budget in the amounts and in the accounts listed in Attachment E; and,
5. Provide City Council and allow time for Community Feedback on budget priorities for Fiscal Year 2025-26; and,
6. Take whatever additional actions necessary.

FISCAL IMPACT:

The Fiscal Year 2024-25 budget was adopted on June 12, 2024. Since adoption, amendments to the budget have been made across all funds. In addition, there are now seven months of revenue and expenditure results that allow trends to be analyzed and an updated budget forecast to be presented (i.e., actual results through the last week of January). In addition, presenting quarterly reports on a regular basis shows good financial stewardship and promotes transparency.

This Second Quarter Budget report focuses on the General Fund and provides updated

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

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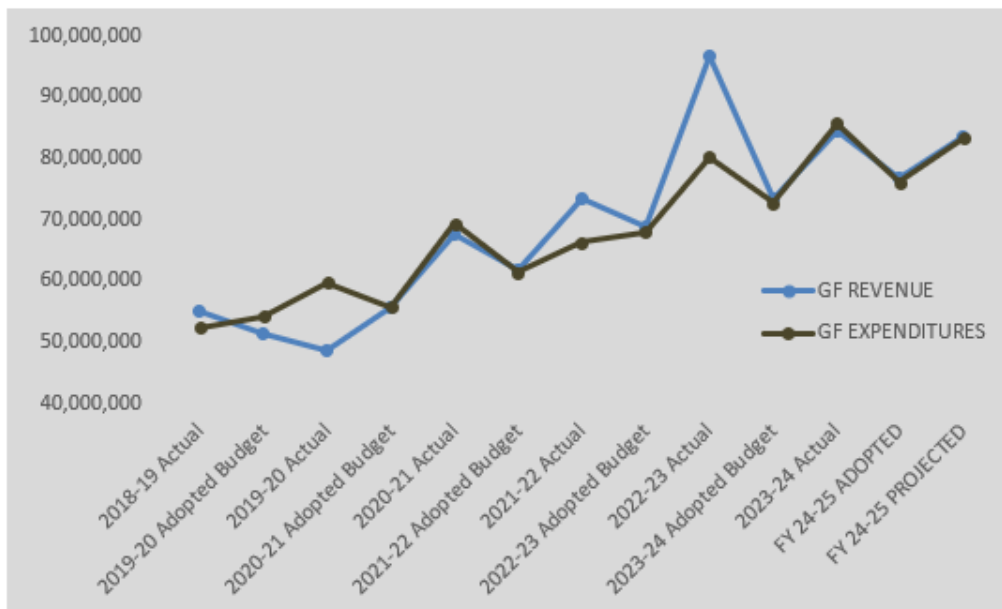
expenditure and revenue projections for the fiscal year. There will also be a brief discussion of the two enterprise funds which record the activity of the City-owned hotels (Hilton Garden Inn and Home2Suites).

The General Fund budget was adopted with a \$562,700 surplus: revenue of \$76,663,600 forecasted higher than expenditures of \$76,100,900. Since adoption in June, budget amendments have been made to department expenditure appropriations, and new information is available on revenue trends. Updated (unaudited) revenue performance at the June 30, 2024 fiscal year close has provided additional information to update FY 2024-25 revenue projections. Also, seven months of data on revenue and expenditure actuals provide trends for where expenditures are headed by year-end, allowing for updated estimates to be presented.

The updated expenditure and revenue projections for the General Fund are presented in the table below, as well as the adopted and amended budgets for FY 2024-25.

	FY 24-25 ADOPTED	FY 24-25 AMENDED	FY 24-25 PROJECTED
GF REVENUE	76,663,600	76,663,600	83,649,646
GF EXPENDITURES	76,100,900	79,213,446	83,302,978
	562,700	(2,549,846)	346,668

The chart below provides historical context, plotting actual, budgeted and projected General Fund revenues against expenditures from FY 2018-19 through FY 2024-25:



There were slight surpluses pre-pandemic (i.e., prior to FY 2019-20). The gap between revenue and expenditure actuals in FY 2019-20 shows revenue negatively impacted by the pandemic, plus one-time capital expenditures related to infrastructure projects that utilized the 2009 excess bond proceeds: Taylor Ranch Park project, City Hall roof replacement, Police HVAC replacement, etc. Hence, the deficit in FY 2019-20.

The surpluses in FY 2021-22 and FY 2022-23 continued a positive trend where revenue

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

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exceeds expenditures, assisted by the recognition of one-time revenues as described above. The FY 2024-25 2nd Quarter projection indicates another surplus year, albeit a smaller surplus vs. the adopted budget -- \$346,668. Having a General Fund surplus helps build available reserves, placing the City on stronger financial footing as fund balance grows as a percentage of operating revenue.

The paragraphs below present a more detailed discussion of the changes based on 2nd Quarter actuals and their impact on the forecast for fiscal year end.

BACKGROUND/DISCUSSION:

N/A

ENVIRONMENTAL:

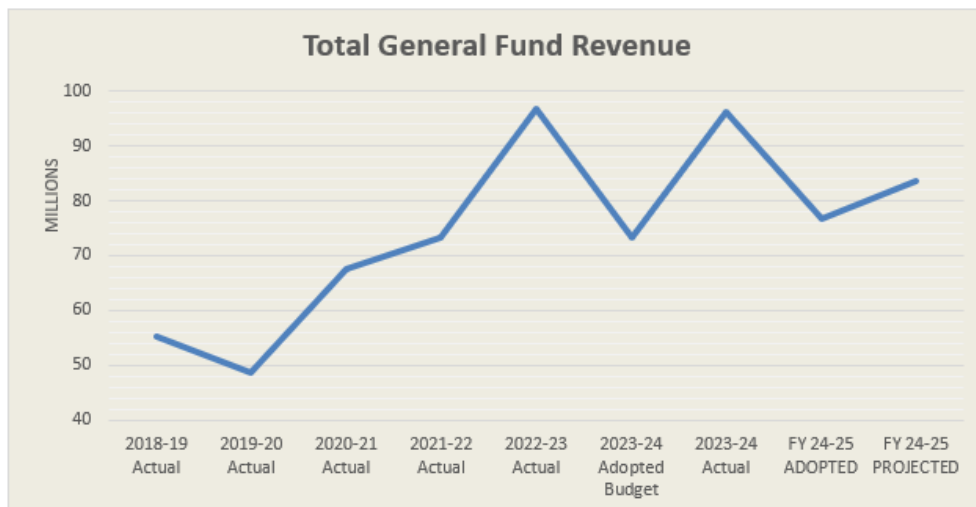
N/A

ANALYSIS:

At the time the FY 2024-25 budget was adopted on June 12, 2024, revenue and expenditure forecasts were based on April and May information, tempered and informed by prior year and historical data. The closing of the books for FY 2023-24 provides additional, unaudited insight into revenue and expenditure performance. That information along with additional data (i.e., actuals) from July 2024 through January 2025 allows an updated forecast for fiscal year-end to be presented.

Revenue

Overall, General Fund revenue is projected to be \$6,986,046 higher than the adopted budget (\$83.650 million vs. \$76,664 million). This increase represents the net impact of changes to revenue accounts across the General Fund. The chart and table below present high-level overviews of General Fund revenue – by totals and major revenue category, with additional detail provided in Attachment A:



CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

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	2021-22 Actual	2022-23 Actual	2023-24 Adopted Budget	2023-24 Actual	2024-25 ADOPTED BUDGET	2nd Quarter Projected
SALES TAX						
1% Bradley Burns	14,617,152	14,851,025	14,935,000	14,447,805	15,525,000	15,525,000
Monterey Park Marketplace	1,378,534	1,525,665	1,300,000	1,122,969	900,000	1,100,000
Measure H	9,383,293	9,974,915	9,850,000	10,087,603	10,200,000	10,250,000
SALES TAX TOTAL	25,378,979	26,351,605	26,085,000	25,658,377	26,625,000	26,875,000
PROPERTY TAX						
Secured	4,662,929	4,953,607	5,229,000	5,483,163	5,443,000	5,600,000
In-Lieu of VLF	7,629,793	7,997,213	8,165,800	8,594,708	9,025,000	9,188,000
Other Property Tax	1,902,406	2,373,748	2,218,000	3,295,800	2,592,000	2,944,000
PROPERTY TAX TOTAL	14,195,128	15,324,568	15,612,800	17,373,671	17,060,000	17,732,000
OTHER TAXES	631,085	650,178	625,000	666,485	660,000	675,000
FRANCHISE TAXES	2,300,508	3,013,891	3,055,000	3,449,842	3,325,000	3,545,500
LICENSES AND PERMITS	8,239,936	9,509,874	7,651,000	7,897,407	7,548,000	8,922,200
FINES AND FORFEITURES	2,499,502	3,390,006	2,940,000	3,034,337	3,140,000	3,725,000
INVESTMENT INCOME	16,846	520,594	350,000	723,374	520,000	530,000
INTERGOVERNMENTAL	6,311,327	4,630,077	15,000	4,902,930	15,000	1,115,484
CHARGES FOR SERVICE	7,248,267	7,994,061	7,940,100	8,470,350	8,372,600	8,642,530
OTHER REVENUE	2,962,046	4,840,631	4,742,500	17,259,240	4,698,000	7,086,932
TRANSFERS IN	3,637,348	20,608,439	4,300,000	6,666,044	4,700,000	4,800,000
TOTAL GENERAL FUND REVENUE	73,420,972	96,833,924	73,316,400	96,102,057	76,663,600	83,649,646

Looking at the sales tax forecast, the projected revenue from the Monterey Park Marketplace sharing agreement is projected to be \$200,000 higher than budget, and Measure H revenue is up \$50,000 vs. budget.

Prior to FY 2023-24, Montebello received 50% of sales tax from Costco, and 18% from the other retail establishments in the Monterey Park Marketplace. The City now receives 18% from all retailers, including Costco. Hence, the higher totals in prior fiscal years reflected the 50% Costco sharing amount. However, Monterey Park residents approved a transaction and use tax which has offset some of the revenue drop due to the change from 50% to 18% sharing. Staff anticipate a similar revenue return for FY 2024-25 as seen in prior fiscal years.

The table below shows sales tax data from FY 2020-21 through FY 2024-25, including the updated 2nd Quarter forecast for all three separate sources of sales tax:

	2020-21 Actual	2021-22 Actual	2022-23 Actual	2023-24 Actual	2024-25 ADOPTED BUDGET	2nd Quarter Projected
1% Bradley Burns	13,507,132	14,617,152	14,851,025	14,447,805	15,525,000	15,525,000
Monterey Park Marketplace	1,064,486	1,378,534	1,525,665	1,122,969	900,000	1,100,000
Measure H	7,698,629	9,383,293	9,974,915	10,087,603	10,200,000	10,250,000
SALES TAX TOTAL	22,270,247	25,378,979	26,351,605	25,658,377	26,625,000	26,875,000

Property tax shows an increase of \$672,000 when compared to the adopted budget. This increase is from three primary sources of property tax: secured, residual and "in-lieu of VLF." Secured property tax is forecast to be \$157,000 greater than the adopted budget. Overall assessed value of property in Montebello continues to improve, with single-family residential homes having a median sales price of \$850,000, a 15.6% increase from a year ago. Residual property tax is the amount the City receives from

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

Page 5 of 12

former redevelopment project areas. This source of property tax is up \$314,000 over the adopted budget, a reflection of new housing units in the Metro Heights development. And finally, “in-lieu of VLF” revenue is increasing \$163,000, another reflection of citywide assessed property values continuing to grow.

The \$220,500 net increase in the Franchise Taxes category is from a \$250,000 increase in the refuse franchise revenue stream; which offsets slight decreases in other franchise fees (i.e., cable, gas, electric).

The increase of \$1.374 million in the Licenses and Permits category is due to improved performance across the various “permit” categories: building, plumbing, electrical, mechanical, etc. Development activity in the City appears to be positive, with all areas of building related permit revenue up versus the adopted budget. In addition, the recent (November) approval of a new professional services agreement with the firm that handles plan checks is adding to the increase in License and Permit revenue. The new agreement has a more favorable – and typical – revenue share ratio. That is, the City will receive more revenue from each plan check conducted vs. the prior agreement. There is a projected increase of \$600,000 in forecasted plan check fees revenue for FY 2024-25.

Fines and Forfeiture revenue is projected to be \$585,000 higher than the adopted budget. Community Development and Finance staff have collaborated to improve the ease with which parking tickets can be paid. This streamlined process lead to increased revenue collected in FY 2023-24, with a similar positive trend showing for FY 2024-25.

Transfers In (non-operating) revenue will increase slightly by \$100,000 from the one-time transfer of excess revenue in a special revenue fund.

“Other Revenue” includes the administrative overhead the General Fund collects from other funds for providing support to those operations. The \$2.000 million increase in this revenue category is from the recognition of excess revenue from hotel operations. The bond indentures for the City-owned hotels allow for revenue remaining after paying debt service and operating expenses to be transferred to the General Fund. The City-owned hotels continue to operate at a profit, allowing the General Fund to benefit (see paragraphs below with details on 2nd Quater hotel operations).

The additional \$6.986 million in General Fund revenue projected for FY 2024-25 is a positive sign of the recovering economy, improved City operations, addition of new ongoing and one-time sources of revenue and other related changes. Staff will continue monitoring revenue activity and will present an updated forecast during development of the FY 2025-26 budget. Attachment A provides additional information on revenue by major category.

Expenditures

General Fund expenditures are projected to be \$83.303 million for FY 2024-25. This is a \$4.090 million (5.16%) increase over the amended budget, and a \$7.202 million increase over the adopted budget (9.46%). The increase in estimated expenditures vs. the adopted budget takes into account budget amendments approved by the City Council

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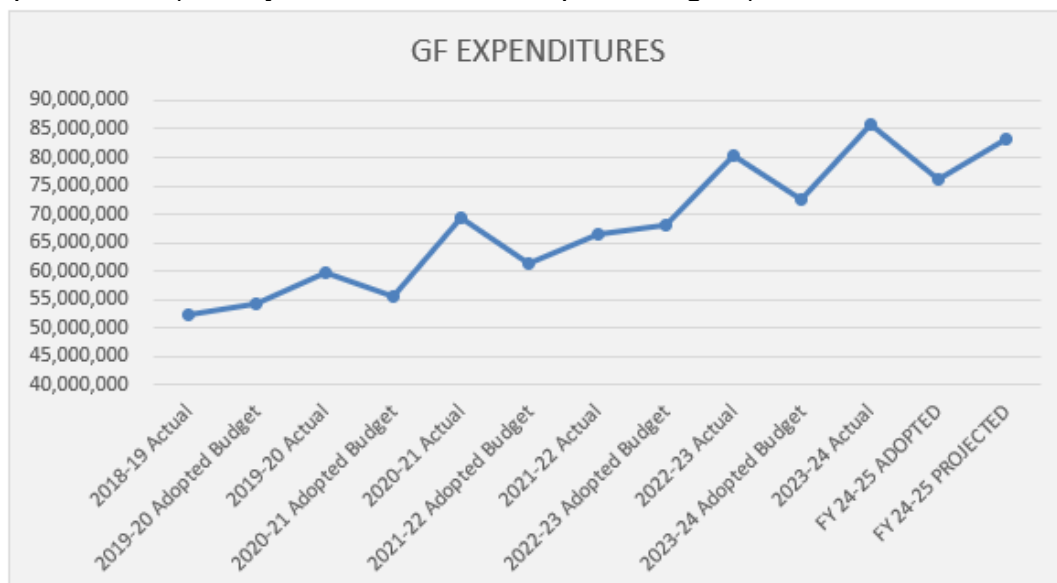
since July, encumbrance rollovers from the prior year (i.e., open purchase orders for work not completed or goods not received at fiscal year close), and updated forecasts for various line-item expense categories. The amended budget total is \$79.213 million.

Approximately \$1.774 million of the \$3.113 million increase (57.0%) to the adopted budget is from encumbrance roll-overs (open purchase orders) in the Departments: \$890,000 in Public Works for engineering services and engineering design services (Engineering), street maintenance (Sewer Operations), and landscape contract services (Park Maintenance); \$447,000 in Parks and Recreation for building maintenance, vehicle purchase and contract services; \$516,000 in Police for final work on the headquarters building rehabilitation project and continuing work on security camera upgrades; and \$393,000 in Fire for medical supplies and equipment, contract services and personal protective equipment purchases. The purchase order/encumbrance rollover process is standard and occurs at the end of each fiscal year, allowing for larger and more complex purchases or projects to be completed in a subsequent fiscal year.

The other \$1.339 million in budget amendments are from FY 2024-25 City Council actions between July 2024 and January 2025. Some of the major amendments are listed below:

- Police Department HVAC repair (\$54,000)
- Fire Department grant services (\$35,000)
- City Park baseball field improvement CIP (\$288,000)
- Fire Department purchase of defibrillators (\$110,000)
- Citywide custodial services (Public Works) (\$20,000)
- Assistance to Firefighters grant matching (\$28,200)

The chart below provides a historical trend back to FY 2018-19 of General Fund expenditures (fiscal year actuals and adopted budgets):



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The table below shows – by Department/operational area – the FY 2024-25 adopted and amended budgets as well as the updated FY 2024-25 projections based on actuals through January. The “Variance” column shows whether the 2nd Quarter projected amount is greater than (positive amount) or less than (negative amount) the amended budget (additional detail can be found in Attachment B):

	2024-25 Adopted Budget	2024-25 Amended Budget	2nd Quarter Projected	Variance vs. Amended
Administration / Elected	2,828,200	2,828,200	2,872,611	44,411
Community Development	3,467,700	3,597,472	4,265,825	668,353
Finance	2,967,200	2,975,485	3,045,598	70,113
Fire	18,226,100	18,619,481	19,713,374	1,093,893
Human Resources	1,453,700	1,468,943	1,469,822	879
Information Technology	1,229,800	1,245,995	1,152,167	(93,828)
Parks and Recreation	5,215,500	6,357,926	6,079,234	(278,692)
Public Affairs-Info Tech	-	-	-	-
Police	21,527,200	22,043,522	24,319,842	2,276,320
Public Works	15,478,100	16,369,022	16,109,805	(259,217)
Non-Departmental	3,707,400	3,707,400	4,274,699	567,299
	76,100,900	79,213,446	83,302,978	4,089,532

The majority of the \$668,353 variance in Community Development (\$439,805, or 65.80%) is from professional services related to the City’s plan check services. The City utilizes Transtech to conduct plan checks, and the agreement – approved by the City Council in November, 2024 – utilizes a revenue share model to pay expenses. That is, Transtech receives approximately 65% of fees charged in the plan check process. That amount is recorded as an expenditure. Plan check services expenses are difficult to project and the FY 2024-25 budget was built utilizing an estimate of how much activity there would be related to plan checks. The additional variance vs. the amended budget is due to staffing – the Code Enforcement and Planning Divisions are fully staffed, hence additional salary/benefit expenditures are accruing.

The \$1.094 million variance in the Fire Department is spread across all Divisions. Staffing expenses in the Administration Division are projected to be higher than the budget amount by \$345,000. Administrative staff were added in FY 2024-25 after budget adoption – one Finance Technician and a third Sr. Administrative Assistant. In addition, a Sr. Administrative Analyst vacancy was filled. The Suppression Division has additional much needed equipment purchases related to SCBA tanks and equipment, medical and rescue equipment for the new Squad 56, new lockers at Station 55, HVAC and door repairs at Station 57 and other related contract and equipment expenses. The Prevention and Communication Divisions have additional salary, benefit and overtime expenses (\$386,000) as vacancies have been filled. These Divisions have recently filled vacancies, as well as utilizing staff to perform inspections and maintain the public safety radio network that numerous agencies in Los Angeles County depend on.

Parks and Recreation has a positive variance of \$279,000. A large portion of the variance is from the recent pause put on the City Hall LED sign replacement project. There are also projected savings in full-time salaries as vacancies have occurred during the first

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half of FY 2024-25. Savings vs. the amended budget are also projected in various supply categories. Part-time wages appear to be close in-line with the adopted budget, requiring only a minor budget amendment. There is the need for a \$100,000 increase to the Youth Employment Program (YEP) budget. For FY 2024-25 no CDBG funding was available, hence this program was 100% funded by the General Fund. It is anticipated that CDBG funding will be available in FY 2025-26 to offset the General Fund YEP expenses.

The Police Department is projecting \$2.276 million in additional expenses compared to the amended budget. There has been an increase in salary and overtime expenses, as recent MOU updates (July, 2024) have increased base pay for sworn members of the Department. In addition, vacancies have been filled, and the Department is benefiting from its highest staffing level in several years. Overtime expenditures in the Patrol Division are trending about 5.42% over FY 2023-24 actuals. Also, in the Patrol Division, full-time salaries are trending \$390,000 above the adopted budget, and various special pays (e.g., Longevity, Education/Certification Incentive, etc.) are contributing another \$1.152 million in expenses.

The positive variance of \$259,000 in Public Works (projected savings vs. the amended budget) is primarily due to salary savings and reduced contract expenditures in the Engineering and Park Maintenance Divisions. There are savings in the Engineering Division, as anticipated use of on-call engineering services is less than projected when the budget was developed over nine months ago. It should be noted that tree maintenance services are trending to be fully utilized, as well as the entire \$50,000 in additional funding provided for tree replacement per City Council direction. It should be noted that a recently awarded CalFire grant was placed on hold due to the Federal funding freeze put in place by the current Presidential administration -- this grant would have provided funding for additional work on the City's tree canopy. Staff in Public Works are monitoring the Federal funding freeze and will return to the City Council should this funding become available.

There is a \$541,000 budget adjustment in the Non-Departmental Division related to a settlement payment. There are also additional professional services expenses related to scanning of documents (Administration – City Clerk) and increased animal services contract expenses (SEAACA), leading to variances in the Administration and Finance budgets. Staff will continue monitoring expenses in each department and will provide an update throughout the FY 2025-26 budget development process. Attachment B provides additional details on prior year Department expenditures and budgets.

Budget Amendments

Staff is recommending budget amendments (Attachment E) to various funds and accounts, increasing appropriations necessary to recognize revenue and expenditures, make grant funds available for departments to use, account for increased salary, benefit and overtime expenses in the Fire, Public Works, Community Development, Parks and Recreation and Police Departments, recognize excess revenue in the General Fund from operations of the city-owned hotels and other necessary adjustments.

As will be discussed in the paragraphs below, both hotels (Hilton Garden Inn and Home2Suites) are performing well. To that end, and as allowed by the bond indentures

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(Section 5.03(a)), the City will recognize \$2.0 million in revenue from Home2Suites. This will increase General Fund revenue by \$2.0 million and will improve overall General Fund reserves once FY 2024-25 is closed out.

Some of the amendments (Attachment E) are necessary to adjust grant fund appropriations to match actual and/or projected expenses: Operation Stay Safe (Tiny Homes), High-Speed Rail project staff time reimbursement, CalWater Firefighter grant program, and Measure W storm water project. Adjustments to appropriations in the various grant and special revenue fund accounts will allow the Public Works and Fire Departments to continue projects and programs in these areas.

The remaining budget amendments (Attachment E) will cover various General Fund related expenses:

- \$37,000: Citibot software for enhanced website chat experience
- \$297,000: Public Works staffing in Facilities (plumber and electrician) and Street (maintenance workers) Divisions (regular salaries, part-time wages, health insurance)
- \$81,000: HVAC and generator maintenance at City facilities (Public Works)
- \$187,000: Code Enforcement and Planning Division salary and health benefits (fully staffed)
- \$172,000: full-time and part-time salaries in Parks and Recreation (see paragraphs above for detail)
- \$2,368,000: funding for Police salaries, special pays, health insurance and overtime (see paragraphs above for detail)
- \$218,000: Police patrol vehicle purchase and regular fleet maintenance
- \$747,000: additional staffing and overtime in Fire Suppression, Prevention and Communication Divisions (see paragraphs above for detail)
- \$515,000: purchase of SCBA tanks/equipment and Squad 56 medical and rescue equipment; HVAC and door repairs at Station 57; Station 55 lockers (new)
- \$541,000: Non-Departmental expenses related to a settlement

Budget amendments are a necessity, as any budget – no matter how well designed – cannot foresee all expenditures in a fiscal year. The required budget amendments outlined in Attachment E will align budgets with projected expenses, appropriate grant funding, recognize \$2.0 million in revenue in the General Fund, provide funding for Fire Department safety equipment purchases, increase salary and overtime appropriations in Police and Fire, etc. The General Fund expenditure projections outlined in the preceding paragraphs take into account the additional expenses that will be covered by the proposed budget amendments in Attachment E.

Master Position Control and Salary Resolution

One of the recommended actions in the 2nd Quarter Budget Report is updating the Master Position Control and Salary Resolution. Positions are being added in various departments, and wages are being updated to align with the current State minimum wage requirements (Attachments C and D).

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The Parks and Recreation Department has increased the annual number and frequency of programs and community events managed over the past four years – farmers markets, pet clinics, summer street fest, holiday events, adaptive recreation, etc. As the responsibilities of this Department have grown, staffing levels have remained static, placing increasing pressure on the current staff to adequately manage the expanded program and event workload.

After a review of organizational needs, Staff is recommending the addition of 1.0 Recreation Supervisor (Attachment C). This additional full-time equivalent (FTE) position will provide necessary oversight to ongoing programs and allows the Director greater flexibility in management and supervision of programs and staff (both full and part-time).

The Salary Resolution (Attachment D) is also being updated to reflect the increase to the State's minimum wage as of January 1, 2025. The majority of the City's part-time employees are in the Parks and Recreation Department. As detailed below and in Exhibit 1 of Attachment D, updated pay ranges have been created for all part-time Parks and Recreation positions:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
*Recreation Leader I	16.50	16.91	17.34							
*Recreation Leader II	17.77	18.21	18.67							
*Recreation Leader III	19.14	19.61	20.10							
**Recreation Leader IV / Sr. Lifeguard	21.12	21.64	22.19	22.74	23.31					
Pool Manager	21.12	21.64	22.19	22.74	23.31	23.90	24.49	25.10	25.73	26.37
Lifeguard	18.67	19.14	19.61	20.10	20.60	21.12	21.64	22.19	23.31	23.90
Swim Instructor	19.61	20.10	20.60	21.12	21.64	22.19	22.74	23.31	23.90	24.49

This updating of the salary ranges has been necessary since 2020. Prior Administration and Human Resources management (pre-2023) did not feel these updates were necessary – which unfortunately made it increasingly difficult for the Parks and Recreation Department to recruit and retain part-time employees. The creation of new ranges for the various part-time positions allows for State minimum wage requirements to be met, provides a range for merit increases for part-time staff, and aligns wages with surrounding agencies to provide competitive wages for these essential part-time employees. The salary resolution is also being amended to align the Part-Time Police Officer hourly wage with that of Full-Time Police Officers.

The Public Works Department is adding a Construction Manager position (1.0 FTE). This position will assist with the various capital improvement projects currently underway and planned. The Transit Department is adding 5.0 FTE: Transit Supervisor, Transit Assistant Manager and Sr. Administrative Assistant. And the Fire Department is adding 1.0 Sr. Administrative Assistant to assist with various duties in the Fire Prevention Division.

Hilton Garden Inn and Home2Suites (Revenue and Expenditures)

The City's two hotels have revenue and expenditure activity recorded in separate enterprise funds (Fund 620 for Hilton Garden Inn and Fund 625 for Home2Suites). These

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are separate and independent from each other and also distinct from any Golf Course or Quiet Cannon operations (which record revenue and expenditures in a separate fund, Fund 610).

To that end, it is useful to present quarterly and annual results for both hotels and provide a comparison to financial results from prior fiscal years. The table below shows quarterly and annual expenditure and revenue results from FY 2021-22 to FY 2024-25 for each hotel:

	2nd Quarter FY 2021-22		2nd Quarter FY 2022-23		2nd Quarter FY 2023-24		2nd Quarter FY 2024-25
	FY 2021-22	Actuals	FY 2022-23	Actuals	FY 2023-24	Actuals	FY 2024-25
Hilton Garden Inn (Fund 620)							
REVENUE	2,547,633	5,359,743	3,237,703	6,655,126	3,486,912	6,703,555	3,390,896
EXPENDITURES	2,518,265	5,088,671	2,865,003	5,832,967	2,844,562	6,346,888	2,426,801
	29,367	271,072	372,700	822,159	642,350	356,667	964,095
Home2Suites (Fund 625)							
REVENUE	5,894,249	12,062,484	6,616,903	13,431,144	10,287,458	13,349,134	6,842,345
EXPENDITURES	4,574,434	9,782,114	3,735,449	9,306,494	7,111,639	13,958,019	3,939,682
	1,319,816	2,280,370	2,881,454	4,124,650	3,175,819	(608,885)	2,902,663

The Hilton Garden Inn performed well in FY 2023-24, showing a continued recovery from prior years when occupancy was negatively impacted by the pandemic, as well as the required remodel of the hotel where it was closed for six months in 2020. The hotel's FY 2023-24 unaudited results show \$6.704 million in revenue against \$6.347 million in expenses, for a \$356,667 surplus. Comparing second quarter results over the last four years shows continued strength and improvement in operations with a \$964,095 surplus for 2nd quarter FY 2024-25. Also, the Hilton Garden Inn almost doubled its net position (i.e., fund balance), from \$627,011 as of June 30, 2023 to \$1,367,783 as of June 30, 2024.

The Home2Suites hotel performed well last fiscal year, showing strong revenue (\$13.349 million). The 2nd quarter FY 2024-25 surplus of \$2.903 million continues a strong trend of solid occupancy translating into healthy revenue streams. The Home2Suites net position as of June 30, 2024 was \$395,484, continuing a trend of positive net position (i.e., fund balance) since first opening in September, 2018.

The continuing economic recovery, especially in the leisure and travel industries as the pandemic's negative impacts move further into the distance, have had a positive impact on the City's hotels, allowing for the return to pre-pandemic travel patterns and an increase in occupancy rates and room revenue. Recent data showed a 95% occupancy rate for Home2Suites (up from 80% for the same period last year) and 94% occupancy rate for the Hilton Garden Inn (up from 71% for the same period last year). Staff will continue monitoring the City's hotels and reporting their performance on a quarterly basis.

SUMMARY:

This 2nd Quarter Budget Report provides an overview of General Fund revenue and expenditure performance based on the first seven months of FY 2024-25 (July – January). This budget “check-in” is an opportunity to update revenue and expenditure forecasts based on prior and current year actuals performance. The General Fund is projected to have a \$346,668 surplus (revenue over expenditures) for FY 2024-25

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(\$83.650 million in revenue versus \$83.303 million in expenditures).

Staff will continue monitoring revenue and expenditure trends in the coming months and will utilize the additional data to provide a budget update during development of the FY 2025-26 budget. City Council is asked to receive and file this report and presentation, approve budget amendments outlined in Attachment E and update the Master Position Control (Attachment C) and Salary Resolution (Attachment D).

In addition, there will be an opportunity for the City Council and community to provide feedback on budget priorities for Fiscal Year 2025-26 after the presentation of the 2nd Quarter Budget Report.

ATTACHMENT(S)

1. ATTACHMENT A -General Fund Revenue Summary FY 2024_25
2. ATTACHMENT B -General Fund Expenditure Summary FY 2024_25
3. ATTACHMENT C - Master Position Control FY 2024_25 UPDATED
4. ATTACHMENT D - Compensation Plan Resolution No. 25-19 FY 2024_25 UPDATED
5. EXHIBIT 1 - PT Parks and Recreation Hourly Rates MIN WAGE UPDATED RANGES, 02_26_2025
6. ATTACHMENT E - Budget Amendments - All Funds 2nd Quarter

General Fund Revenue
2nd Quarter Budget Update, February 26, 2025

ATTACHMENT A

	2020-21 Adopted Budget	2020-21 Actual	2021-22 Adopted Budget	2021-22 Actual	2022-23 Adopted Budget	2022-23 Actual	2023-24 Adopted Budget	2023-24 Actual	2024-25 ADOPTED BUDGET	2nd Quarter Projected	Variance: Projected vs. Adopted	Variance: Projected vs. Actuals
SALES TAX												
1% Bradley Burns	11,270,000	13,507,132	12,470,000	14,617,152	14,380,000	14,851,025	14,935,000	14,447,805	15,525,000	15,525,000	0	1,077,195
Monterey Park Marketplace	971,000	1,064,486	1,125,000	1,378,534	1,316,900	1,525,665	1,300,000	1,122,969	900,000	1,100,000	200,000	-22,969
Measure H	6,000,000	7,698,629	7,170,000	9,383,293	9,430,000	9,974,915	9,850,000	10,087,603	10,200,000	10,250,000	50,000	162,397
SALES TAX TOTAL	18,241,000	22,270,247	20,765,000	25,378,979	25,126,900	26,351,605	26,085,000	25,658,377	26,625,000	26,875,000	250,000	1,216,623
PROPERTY TAX												
Secured	4,507,000	4,550,175	4,800,600	4,662,929	4,992,600	4,953,607	5,229,000	5,483,163	5,443,000	5,600,000	157,000	116,837
In-Lieu of VLF	7,109,000	7,238,433	7,623,500	7,629,793	7,928,400	7,997,213	8,165,800	8,594,708	9,025,000	9,188,000	163,000	593,292
Other Property Tax	1,410,000	1,925,957	1,869,000	1,902,406	1,954,000	2,373,748	2,218,000	3,295,800	2,592,000	2,944,000	352,000	-351,800
PROPERTY TAX TOTAL	13,026,000	13,714,565	14,293,100	14,195,128	14,875,000	15,324,568	15,612,800	17,373,671	17,060,000	17,732,000	672,000	358,329
OTHER TAXES	599,000	476,959	610,000	631,085	625,000	650,178	625,000	666,485	660,000	675,000	15,000	8,515
FRANCHISE TAXES	2,272,000	2,316,250	2,163,000	2,300,508	2,445,000	3,013,891	3,055,000	3,449,842	3,325,000	3,545,500	220,500	95,658
LICENSES AND PERMITS	5,172,800	6,105,526	6,342,000	8,239,936	6,868,000	9,509,874	7,651,000	7,897,407	7,548,000	8,922,200	1,374,200	1,024,793
FINES AND FORFEITURES	2,600,000	2,301,787	2,250,000	2,499,502	2,920,000	3,390,006	2,940,000	3,034,337	3,140,000	3,725,000	585,000	690,663
INVESTMENT INCOME	150,000	77,455	225,000	16,846	124,000	520,594	350,000	723,374	520,000	530,000	10,000	-193,374
INTERGOVERNMENTAL	5,500	1,096,273	7,500	6,311,327	12,000	4,630,077	15,000	4,902,930	15,000	1,115,484	1,100,484	-3,787,446
CHARGES FOR SERVICE	6,894,300	5,770,641	7,066,850	7,248,267	7,720,800	7,994,061	7,940,100	8,470,350	8,372,600	8,642,530	269,930	172,180
OTHER REVENUE	2,440,500	9,823,255	3,896,700	2,962,046	3,869,100	4,840,631	4,742,500	17,259,240	4,698,000	7,086,932	2,388,932	-10,172,308
TRANSFERS IN	4,300,000	3,570,002	4,100,000	3,637,348	4,100,000	20,608,439	4,300,000	6,666,044	4,700,000	4,800,000	100,000	-1,866,044
TOTAL GENERAL FUND REVENUE	55,701,100	67,522,960	61,719,150	73,420,972	68,685,800	96,833,924	73,316,400	96,102,057	76,663,600	83,649,646	6,986,046	-12,452,411

General Fund Expenditures
2nd Quarter Budget Update, February 26, 2025

ATTACHMENT B

	2019-20 Actual	2020-21 Actuals	2021-22 Actuals	2022-23 Adopted Budget	2022-23 Actuals	2023-24 ADOPTED BUDGET	2023-24 Amended Budget	2023-24 Actuals	2024-25 Adopted Budget	2024-25 Amended Budget	2nd Quarter Projected	Variance vs. Amended
Administration / Elected	2,392,931	2,473,138	2,703,951	2,736,200	4,804,612	2,221,900	2,359,219	2,447,000	2,828,200	2,828,200	2,872,611	44,411
Community Development	1,612,140	1,752,274	2,370,062	2,602,450	2,725,754	2,739,200	3,263,710	3,126,335	3,467,700	3,597,472	4,265,825	668,353
Finance	2,227,568	2,201,468	2,676,890	2,648,900	2,657,374	3,082,650	2,996,118	3,006,824	2,967,200	2,975,485	3,045,598	70,113
Fire	15,114,996	15,310,306	15,325,501	16,887,400	18,158,612	17,074,150	19,129,565	20,103,813	18,226,100	18,619,481	19,713,374	1,093,893
Human Resources	1,239,180	1,742,602	2,172,884	2,298,300	2,796,197	1,684,500	1,929,490	2,262,931	1,453,700	1,468,943	1,469,822	879
Information Technology	-	-	-	-	-	-	-	-	1,229,800	1,245,995	1,152,167	(93,828)
Parks and Recreation	4,472,874	5,078,363	5,992,391	3,140,600	4,030,430	4,170,450	4,293,227	4,733,761	5,215,500	6,357,926	6,079,234	(278,692)
Public Affairs-Info Tech	-	-	-	-	3,172	1,656,600	1,599,316	1,710,362	-	-	-	-
Police	19,223,841	18,916,427	18,928,868	19,611,000	20,423,375	20,158,500	22,152,631	24,990,216	21,527,200	22,043,522	24,319,842	2,276,320
Public Works	8,865,983	9,998,328	10,799,523	14,906,750	16,981,915	16,752,800	17,555,891	16,553,608	15,478,100	16,369,022	16,109,805	(259,217)
Non-Departmental	4,625,043	11,912,014	5,352,367	3,158,500	7,634,207	3,146,700	4,548,984	6,826,205	3,707,400	3,707,400	4,274,699	567,299
	59,774,556	69,384,920	66,322,437	67,990,100	80,215,648	72,687,450	79,828,151	85,761,055	76,100,900	79,213,446	83,302,978	4,089,532



City of Montebello
Fiscal Year 2024-25 Budget
Master Position Control, by Department

ATTACHMENT C

***UPDATES, 2nd Quarter Budget Report 02/2025**

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 ADOPTED	FY 2024-25 AMENDED	Variance
Elected							
City Councilmember	5.0	5.0	5.0	5.0	5.0	5.0	0.0
City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
City Treasurer	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	7.0	7.0	7.0	7.0	7.0	7.0	0.0
Administration							
City Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant City Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy City Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Records Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Executive Assistant to the City Manager	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Senior Administrative Assistant	0.0	2.0	1.0	1.0	1.0	1.0	0.0
	8.0	11.0	8.0	8.0	8.0	8.0	0.0
Finance							
Director of Finance	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director or Finance	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Accounting Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Manager	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Principal Risk Officer	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Accountant	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Accountant	4.0	5.0	5.0	5.0	6.0	6.0	0.0
Lead Finance Technician	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Senior Finance Technician	5.0	5.0	8.0	8.0	8.0	8.0	0.0
Finance Technician	5.0	5.0	2.0	2.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	22.0	24.0	24.0	26.0	26.0	0.0
Fire							
Fire Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Fire Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Fire Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fire Battalion Chief	3.0	4.0	6.0	6.0	6.0	6.0	0.0
Fire Captain	14.0	14.0	14.0	14.0	14.0	14.0	0.0
Fire Engineer	12.0	12.0	12.0	12.0	12.0	12.0	0.0
Firefighter (EMT)	24.0	24.0	24.0	24.0	24.0	24.0	0.0
Firefighter (Paramedic)	0.0	0.0	0.0	18.0	18.0	18.0	0.0
Firefighter/Paramedic Trainee	4.0	4.0	4.0	4.0	4.0	4.0	0.0
Fire Marshal	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Fire Inspector	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fire Inspector	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Assistant Director of Fire	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst*	2.0	2.0	3.0	3.0	3.0	3.0	0.0
Public Safety Radio Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Public Safety Radio Technician	1.0	2.0	2.0	2.0	2.0	2.0	0.0
Social Work Supervisor	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Field Response Case Coordinator	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Senior Finance Technician	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Administrative Assistant	2.0	2.0	2.0	2.0	2.0	3.0	1.0
	76.0	76.0	80.0	98.0	99.0	100.0	1.0



City of Montebello
Fiscal Year 2024-25 Budget
Master Position Control, by Department

ATTACHMENT C

***UPDATES, 2nd Quarter Budget Report 02/2025**

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 ADOPTED	FY 2024-25 AMENDED	Variance
Human Resources							
Director of Human Resources / Risk Manage	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Human Resources / Ris	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Human Resources Manager	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Risk Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Human Resources Analyst	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Human Resources Analyst	1.0	2.0	4.0	4.0	4.0	4.0	0.0
Human Resources Technician	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Risk Management Assistant	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	14.0	18.0	15.0	15.0	14.0	14.0	0.0

Planning and Community Development

Director of Planning and Community Develop	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Planning and Communit	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director - Economic Development	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Building Official	1.0	0.0	0.0	0.0	1.0	1.0	0.0
Housing Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Planning Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Economic Development Manager	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Planner	2.0	2.0	2.0	2.0	3.0	3.0	0.0
Code Enforcement Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Coordinator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Code Enforcement Officer	4.0	4.0	4.0	4.0	4.0	4.0	0.0
Parking Control Officer	0.0	2.0	2.0	2.0	2.0	2.0	0.0
Combination Building Inspector	1.0	0.0	0.0	0.0	1.0	1.0	0.0
Building Permit Technician	2.0	0.0	0.0	0.0	2.0	2.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	2.0	2.0	0.0
Management Analyst	2.0	2.0	2.0	2.0	3.0	3.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	21.0	20.0	20.0	20.0	28.0	28.0	0.0

Police

Police Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Police Chief	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Police Captain	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Police Lieutenant	6.0	6.0	6.0	6.0	7.0	7.0	0.0
Police Sergeant	10.0	10.0	10.0	10.0	11.0	11.0	0.0
Police Corporal	23.0	23.0	23.0	23.0	24.0	24.0	0.0
Police Officer	32.0	32.0	36.0	36.0	38.0	38.0	0.0
Police Community Service Officer	0.0	0.0	0.0	0.0	2.0	2.0	0.0
Police Records Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Dispatch Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Police Dispatcher II	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Police Dispatcher I	5.0	5.0	5.0	5.0	5.0	5.0	0.0
Police Records Technician	9.0	9.0	9.0	9.0	9.0	9.0	0.0
Property and Evidence Technician	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Crime Analyst	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Court Liaison	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Grants and Project Administrator	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
	103.0	103.0	107.0	107.0	114.0	114.0	0.0



City of Montebello
Fiscal Year 2024-25 Budget
Master Position Control, by Department

ATTACHMENT C

***UPDATES, 2nd Quarter Budget Report 02/2025**

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 ADOPTED	FY 2024-25 AMENDED	Variance
Public Works							
Director of Public Works	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Public Works	1.0	2.0	2.0	2.0	1.0	1.0	0.0
Deputy Director	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Manager	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Construction Manager	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Assistant Engineer	2.0	2.0	2.0	2.0	2.0	2.0	0.0
Public Works Superintendent	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Public Works Manager	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Park Maintenance Supervisor	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Street Maintenance Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Building Maintenance Tradeworker II	0.0	2.0	2.0	2.0	2.0	2.0	0.0
Electrician	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Plumber	0.0	1.0	1.0	1.0	1.0	1.0	0.0
Maintenance Worker	14.0	22.0	22.0	22.0	22.0	22.0	0.0
Senior Management Analyst	1.0	1.0	1.0	1.0	2.0	2.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	2.0	2.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Administrative Assistant	0.0	0.0	0.0	0.0	1.0	1.0	0.0
	25.0	45.0	46.0	46.0	42.0	43.0	1.0
Information Technology							
Information Systems Manager	0.0	0.0	2.0	2.0	1.0	1.0	0.0
Information Systems Supervisor	0.0	0.0	1.0	1.0	1.0	1.0	0.0
Information Systems Analyst	0.0	0.0	3.0	3.0	4.0	4.0	0.0
	0.0	0.0	11.0	10.0	6.0	6.0	0.0
Recreation and Community Services							
Director of Recreation and Community Serv	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Recreation and Commu	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Recreation Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Recreation & Community Services Superinte	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Golf Course Facilities Manager	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Recreation Supervisor	0.0	1.0	1.0	2.0	3.0	4.0	1.0
Community Services Coordinator	4.0	4.0	5.0	6.0	6.0	6.0	0.0
Public Affairs Manager	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Senior Management Analyst	0.0	0.0	0.0	0.0	1.0	1.0	0.0
Public Information Officer	0.0	0.0	0.0	0.0	2.0	2.0	0.0
Management Analyst	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	2.0	2.0	0.0
Administrative Assistant	0.0	0.0	0.0	0.0	1.0	1.0	0.0
	21.0	11.0	12.0	14.0	22.0	23.0	1.0



City of Montebello
Fiscal Year 2024-25 Budget
Master Position Control, by Department

ATTACHMENT C

***UPDATES, 2nd Quarter Budget Report 02/2025**

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 ADOPTED	FY 2024-25 AMENDED	Variance
Transportation							
Director of Transportation	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Assistant Director of Transportation	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Deputy Director	2.0	1.0	1.0	1.0	1.0	2.0	1.0
Transit Administration Manager	2.0	1.0	1.0	1.0	1.0	2.0	1.0
Transit Operations Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Facility Maintenance Manager	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Maintenance Supervisor	4.0	4.0	4.0	4.0	6.0	6.0	0.0
Transit Dispatch Supervisor	15.0	15.0	13.0	13.0	13.0	15.0	2.0
Transit Assistant Manager	3.0	3.0	3.0	3.0	3.0	7.0	4.0
Warehouse Supervisor	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Fleet Services Supervisor	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Senior Management Analyst	0.0	1.0	3.0	3.0	3.0	2.0	-1.0
Management Analyst	3.0	4.0	5.0	5.0	5.0	5.0	0.0
Transit Planner	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Lead Finance Technician	0.0	0.0	0.0	0.0	1.0	0.0	-1.0
Senior Finance Technician	0.0	0.0	0.0	0.0	0.0	1.0	1.0
Account Clerk	1.0	1.0	1.0	1.0	1.0	1.0	0.0
Finance Technician	3.0	3.0	3.0	3.0	3.0	2.0	-1.0
Senior Administrative Assistant	1.0	1.0	1.0	1.0	1.0	2.0	1.0
Bus Operator	120.0	150.0	150.0	150.0	150.0	150.0	0.0
Heavy Equipment Mechanic	15.0	15.0	15.0	15.0	15.0	15.0	0.0
Fleet Service Worker	13.0	13.0	13.0	13.0	13.0	13.0	0.0
Body Shop Mechanic	1.0	1.0	2.0	2.0	2.0	2.0	0.0
Building Maintenance Tradeworker II	1.0	2.0	2.0	2.0	2.0	2.0	0.0
Storekeeper	3.0	3.0	4.0	4.0	4.0	4.0	0.0
Administrative Assistant	5.0	5.0	3.0	3.0	3.0	3.0	0.0
	204.0	234.0	233.0	233.0	236.0	243.0	7.0
Total Full-Time Employees							
	500.0	547.0	563.0	582.0	602.0	612.0	10.0
Total Full-Time Employees Net Elected							
	493.0	540.0	556.0	575.0	595.0	605.0	10.0

	FY 2021-22	FY 2022-23 AMENDED	FY 2023-24 ADOPTED	FY 2023-24 AMENDED	FY 2024-25 ADOPTED	FY 2024-25 AMENDED	Variance
Administration	8.0	11.0	8.0	8.0	8.0	8.0	0.0
Community Development	21.0	20.0	20.0	20.0	28.0	28.0	0.0
Finance	21.0	22.0	24.0	24.0	26.0	26.0	0.0
Fire	76.0	76.0	80.0	98.0	99.0	100.0	1.0
Human Resources	14.0	18.0	15.0	15.0	14.0	14.0	0.0
Parks and Recreation	21.0	11.0	12.0	14.0	22.0	23.0	1.0
Police	103.0	103.0	107.0	107.0	114.0	114.0	0.0
Public Works	25.0	45.0	46.0	46.0	42.0	43.0	1.0
Information Technology	0.0	0.0	11.0	10.0	6.0	6.0	0.0
Transit	204.0	234.0	233.0	233.0	236.0	243.0	7.0
	493.0	540.0	556.0	575.0	595.0	605.0	10.0

RESOLUTION NO. 25-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO ADOPTING THE COMPENSATION PLAN AND
TABLE OF ORGANIZATION (POSITION LISTING)**

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

SECTION 1. That the City Council of the City of Montebello has determined that the following listing of positions shall be the official and prescribed position titles and if applicable in accordance with the respective range numbers pertaining thereto and herein indicated in accordance with provisions of the Montebello Municipal Code and/or the Civil Service Rules and Regulations as previously enacted by this City Council:

ELECTED OFFICIALS		MONTHLY SALARY RANGES		
City Councilmembers		\$1,032	-	\$1,032
City Clerk		\$695	-	\$695
City Treasurer		\$695	-	\$695

CLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Fire Battalion Chief	57	\$135,307	\$168,980
Fire Captain	46	\$103,123	\$128,787
Police Captain	67	\$173,204	\$216,308
Police Lieutenant	61	\$149,354	\$186,522
Police Sergeant	53	\$122,581	\$153,087
Senior Fire Inspector	38	\$84,638	\$105,702

CLASSIFIED NON-MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Account Clerk	7	\$39,366	\$49,163
Administrative Assistant	5	\$37,470	\$46,794
Assistant Engineer	33	\$74,808	\$93,425
Assistant Planner	30	\$69,467	\$86,754
Body Shop Mchanic	23	\$58,440	\$72,983
Building Inspector	27	\$64,507	\$80,560
Building Maintenance Tradeworker I	13	\$45,653	\$57,014
Building Maintenance Tradeworker II	16	\$49,163	\$61,398
Bus Operator	20	\$54,267	\$67,772
Business License Technician	12	\$44,540	\$55,624
Combination Building Inspector	37	\$82,574	\$103,123
Community Outreach Specialist	21	\$55,624	\$69,467
Community Risk Reduction Coordinator	32	\$72,983	\$91,146
Community Services Coordinator	13	\$45,653	\$57,014

RESOLUTION NO. 25-19

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Court Liaison	12	\$44,540	\$55,624
Custodian	7	\$39,366	\$49,163
Electrician	27	\$64,507	\$80,560
Engineering Technician	22	\$57,014	\$71,203
Finance Technician	16	\$49,163	\$61,398
Fire Engineer	40	\$88,923	\$111,053
Fire Inspector	21	\$55,624	\$69,467
Firefighter	35	\$78,595	\$98,154
Fleet Service Worker	12	\$44,540	\$55,624
Heavy Equipment Mechanic	28	\$66,119	\$82,574
Human Resources Technician	27	\$64,507	\$80,560
Lead Finance Technician	24	\$59,901	\$74,808
Maintenance Worker	10	\$42,393	\$52,944
Parking Control Officer	12	\$44,540	\$55,624
Payroll Coordinator	24	\$59,901	\$74,808
Payroll Specialist	23	\$58,440	\$72,983
Permit Technician	18	\$51,652	\$64,507
Plumber	27	\$64,507	\$80,560
Police Community Service Officer	16	\$49,163	\$61,398
Police Corporal	46	\$103,123	\$128,787
Police Dispatcher I	22	\$57,014	\$71,203
Police Dispatcher II	27	\$64,507	\$80,560
Police Officer	43	\$95,760	\$119,592
Police Records Technician	10	\$42,393	\$52,944
Property & Evidence Technician I	20	\$54,267	\$67,772
Property & Evidence Technician II	23	\$58,440	\$72,983
Public Information Coordinator	24	\$59,901	\$74,808
Public Safety Radio Technician	31	\$71,203	\$88,923
Public Works Inspector	28	\$66,119	\$82,574
Records Coordinator	22	\$57,014	\$71,203
Senior Building Inspector	34	\$76,678	\$95,760
Senior Finance Technician	22	\$57,014	\$71,203
Senior Permit Technician	21	\$55,624	\$69,467
Storekeeper	18	\$51,652	\$64,507

UNCLASSIFIED MANAGEMENT	RANGE	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accounting Manager	48	\$108,344	\$135,307
Accounting Supervisor	30	\$69,467	\$86,754
Assistant City Manager	77	\$217,369	\$274,464
Administrative Manager	44	\$98,154	\$122,581
Assistant Director of Finance	56	\$132,007	\$164,858
Assistant Director of Fire	56	\$132,007	\$164,858

RESOLUTION NO. 25-19

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Assistant Director of Human Resources	56	\$132,007	\$164,858
Assistant Director of Planning and Community Development	55	\$128,787	\$160,837
Assistant Director of Public Affairs	55	\$128,787	\$160,837
Assistant Director of Public Works	54	\$125,646	\$156,915
Assistant Director of Recreation & Community Services	51	\$116,675	\$145,711
Assistant Director of Transportation	54	\$125,646	\$156,915
Assistant Fire Chief	62	\$153,087	\$191,185
Assistant Police Chief	69	\$178,405	\$222,803
Associate Engineer	40	\$88,923	\$111,053
Building Maintenance Supervisor	30	\$69,467	\$86,754
Building Official	49	\$111,053	\$138,690
City Manager	^	\$334,624	\$334,624
Code Enforcement Manager	38	\$84,638	\$105,702
Construction Manager	48	\$108,344	\$135,307
Crime Prevention Supervisor	34	\$76,678	\$95,760
Deputy Director of Public Works	52	\$119,592	\$149,354
Deputy Director of Transportation	52	\$119,592	\$149,354
Deputy Director of Economic Development	52	\$119,592	\$149,354
Deputy Fire Chief	58	\$138,690	\$173,204
Director of Finance	71	\$187,463	\$234,082
Director of Human Resources	71	\$187,463	\$234,082
Director of Planning & Community Development	68	\$174,053	\$217,369
Director of Public Affairs/Information Technology	68	\$174,053	\$217,369
Director of Public Works/City Engineer	72	\$192,222	\$239,934
Director of Recreation & Community Services	67	\$169,808	\$212,067
Director of Transportation	69	\$178,405	\$222,803
Dispatch Supervisor	32	\$72,983	\$91,146
Economic Development Manager	50	\$113,829	\$142,157
Executive Assistant to the City Manager	30	\$69,467	\$86,754
Facility Maintenance Manager	48	\$108,344	\$135,307
Finance Supervisor	32	\$72,983	\$91,146
Finance Manager	48	\$108,344	\$135,307
Fire Chief	74	\$201,848	\$252,081
Fire Marshal	50	\$113,829	\$142,157
Fleet Maintenance Manager	44	\$98,154	\$122,581
Fleet Maintenance Supervisor	33	\$74,808	\$93,425
Fleet Services Manager	42	\$93,425	\$116,675
Fleet Services Supervisor	22	\$57,014	\$71,203
Golf Course Facilities Manager	35	\$78,595	\$98,154
Grants & Project Administrator	36	\$80,560	\$100,608
Housing Manager	48	\$108,344	\$135,307
Human Resources Analyst	34	\$76,678	\$95,760
Human Resources Manager	48	\$108,344	\$135,307

RESOLUTION NO. 25-19

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Information Systems Manager	49	\$111,053	\$138,690
Information Systems Supervisor	39	\$86,754	\$108,344
Management Analyst	30	\$69,467	\$86,754
Park Maintenance Supervisor	30	\$69,467	\$86,754
Planner	35	\$78,595	\$98,154
Planning Manager	49	\$111,053	\$138,690
Police Chief	75	\$206,895	\$258,383
Police Records Supervisor	31	\$71,203	\$88,923
Principal Engineer	52	\$119,592	\$149,354
Principal Risk Officer	59	\$142,157	\$177,534
Public Affairs Manager	35	\$78,595	\$98,154
Public Information Officer	32	\$72,983	\$91,146
Public Safety Radio Supervisor	39	\$86,754	\$108,344
Public Works Inspector	28	\$66,119	\$82,574
Public Works Manager	37	\$82,574	\$103,123
Public Works Superintendent	43	\$95,760	\$119,592
Recreation Manager	35	\$78,595	\$98,154
Recreation Supervisor	29	\$67,772	\$84,638
Revenue Supervisor	30	\$69,467	\$86,754
Risk Management Analyst	30	\$69,467	\$86,754
Risk Manager	50	\$113,829	\$142,157
Senior Deputy City Clerk	39	\$86,754	\$108,344
Senior Economic Development Coordinator	34	\$76,678	\$95,760
Senior Human Resources Analyst	41	\$91,146	\$113,829
Senior Management Analyst	36	\$80,560	\$100,608
Senior Planner	41	\$91,146	\$113,829
Senior Procurement Analyst	33	\$74,808	\$93,425
Social Work Supervisor	40	\$88,923	\$111,053
Street Maintenance Supervisor	32	\$72,983	\$91,146
Superintendent/Facility Manager	38	\$84,638	\$105,702
Transit Administration Manager	45	\$100,608	\$125,646
Transit Assistant Manager	36	\$80,560	\$100,608
Transit Operations Manager	47	\$105,702	\$132,007
Transit Planner	36	\$80,560	\$100,608
Transit Supervisor	26	\$62,933	\$78,595
Warehouse Supervisor	26	\$62,933	\$78,595

^The City Manager's salary is set by separate City Council approved contract.

UNCLASSIFIED NON-MANAGEMENT	RANGES	ANNUAL MINIMUM	ANNUAL MAXIMUM
Accountant	26	\$62,933	\$78,595
Code Enforcement Coordinator	10	\$42,393	\$52,944

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Code Enforcement Officer	27	\$64,507	\$80,560
Crime Analyst	32	\$72,983	\$91,146
Deputy City Clerk	24	\$59,901	\$74,808
Economic Development Coordinator	26	\$62,933	\$78,595
Field Response Case Coordinator	11	\$43,453	\$54,267
Firefighter/Paramedic Trainee	21	\$55,624	\$69,467
Information Systems Analyst	36	\$80,560	\$100,608
Information Systems Technician	18	\$51,652	\$64,507
Police Trainee	41	\$91,146	\$113,829
Senior Accountant	35	\$78,595	\$98,154
Senior Administrative Assistant	14	\$46,794	\$58,440

HOURLY CLASSIFICATION		HOURLY MINIMUM	HOURLY MAXIMUM
Administrative Analyst		16.00	24.45
Administrative Secretary		18.55	23.41
Building Maintenance Tradeworker		16.00	20.31
Bus Operator		18.93	20.68
Clerical Assistant		16.00	18.33
Code Enforcement Technician		16.00	16.84
Community Services Aide - SYEP		16.00	16.00
Equipment Service Worker		16.00	19.11
Field Maintenance Worker		16.00	16.73
Finance Technician		23.64	29.52
Fire Engineer		27.43	35.02
Fire Inspector		22.56	28.80
Heavy Duty Fire Equipment Mechanic		45.41	49.10
Human Resources Manager		42.22	51.32
Information Systems Specialist		16.00	18.33
Intern		16.00	18.33
Lifeguard		18.67	23.90
Maintenance Worker		16.00	20.31
Mechanic's Assistant		16.00	17.49
Park Ranger		16.00	19.30
Parking Control Officer		18.72	21.28
Police Cadet		16.00	19.33
Police Community Services Officer		23.64	29.52
Police Dispatcher		26.35	31.25
Police Officer		46.04	57.50
Police Trainee		18.99	24.06
Police Youth Program Coordinator		17.55	22.45
Pool Manager		21.12	26.37

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Property & Evidence Technician		16.66	24.45
Public Works Manager		34.72	42.23
Recreation Leader I		16.50	17.34
Recreation Leader II		17.77	18.67
Recreation Leader III		19.14	20.10
Recreation Leader IV		21.12	23.31
Risk Management Assistant		16.00	21.45
Secretary		16.00	17.90
Senior Lifeguard		21.12	23.31
Senior Project Manager		63.87	77.66
Sports Official		16.00	24.45
Swim Instructor		19.61	24.49
Transportation Revenue Coordinator		16.00	20.22
Transportation Specialist		16.00	24.45

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect immediately upon ratification.

[Signatures on the following page.]

APPROVED AND ADOPTED THIS 26TH DAY OF FEBRUARY 2025.

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. 25-19 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 26th day of February, 2025 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.

RESOLUTION NO. 25-19

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DATE: _____

Christopher Jimenez, City Clerk

Parks and Recreation Department
Part-Time Salaries – 2025 Minimum Wage Updated Ranges

Updated Hourly Wage Ranges:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
*Recreation Leader I	16.50	16.91	17.34							
*Recreation Leader II	17.77	18.21	18.67							
*Recreation Leader III	19.14	19.61	20.10							
**Recreation Leader IV / Sr. Lifeguard	21.12	21.64	22.19	22.74	23.31					
Pool Manager	21.12	21.64	22.19	22.74	23.31	23.90	24.49	25.10	25.73	26.37
Lifeguard	18.67	19.14	19.61	20.10	20.60	21.12	21.64	22.19	23.31	23.90
Swim Instructor	19.61	20.10	20.60	21.12	21.64	22.19	22.74	23.31	23.90	24.49

**Recreation Leader I, II, and III positions follow a three-step pay scale, with each step increasing by 2.5%. This structure aligns with the City's standard 2.5% step system while maintaining salaries as close as possible to the originally proposed rates.*

***Recreation Leader IV and Senior Lifeguard positions follow a five-step pay scale, with each step increasing by 2.5%. The five-step structure aims to align with the originally proposed salary range while ensuring the top step does not significantly exceed the hourly rate of a Full-Time Recreation Coordinator.*

Mid-Year Budget Adjustments - City Council Approval
February 26, 2025

ATTACHMENT E

Item #	G/L ACCOUNT	AMOUNT	REASON	TOTALS
1	210-30-330-6040.96 Engineering Services	500,000	CIP request for services (design and engineering services)	
2	229-30-315-6040.10 Other Contract Services	100,000	Additional contract servcies expenses, storm water capture improvements	
3	264-85-850-7000 Transfer Out	100,000	Transfer Out to GF - Excess Funding	
	100-99-4999 Transfer In	100,000	Transfer In from George Miller - Excess Funding	
4	265-30-331-5000.10 Salaries - Regular	10,000	High Speed Rail project - employee time	
5	265-85-861-6040.10 Other Contract Services	200,000	SGVCOG - Operation Stay Safe (Tiny Homes)	
6	265-8508-6010.10 Machinery and Equipment	21,000	CalWater Firefighter Grant Program	
7	625-99-7120 Administrative Overhead	2,000,000	Transfer Our to GF - Excess Funding	
	100-99-3650 Administrative Overhead	2,000,000	Transfer In from Home2Suites - Excess Funding	
Non-General Fund Total =>				<u>2,931,000</u>
8	100-21-210-6010.40 Computer Software	37,000	Citibot software -- website chat bot (Monty)	
	100-21-210-6040.10 Other Contract Services	21,000	Additional AV assistance	58,000
9	100-25-250-6000.20 Supplies Non-Durable	50,000	Employee promotional events	50,000
10	100-30-300-5000.10 Regular Salaries	75,000	Administration division fully staffed	
	100-30-310-5000.10 Regular Salaries	41,000	Street Division fully staffed	
	100-30-310-5000.20 Regular Hourly	14,000	Part-time "bulky item" and weekend maintenance crew	
	100-30-310-5000.30 Limited Hourly	21,000	Part-time "bulky item" and weekend maintenance crew	
	100-30-510-5000.10 Regular Salaries	127,000	Additional in-house trades employees, Electrician and Plumber	
	100-30-510-5300.20 PERS Employer Costs	19,000	Additional in-house trades employees, Electrician and Plumber	297,000
11	100-30-510-6040.60 Contract Services-Building	81,000	HVAC and generator maintenance	81,000
12	100-50-500-5000.10 Regular Salaries	81,000	Administration division fully staffed	
	100-50-500-5100.40 Health Insurance	40,000	Increase to employer share of health insurance/fully staff Division	
	100-50-520-5000.10 Regular Salaries	35,000	Planning division fully staffed	
	100-50-530-5000.10 Regular Salaries	31,000	Code Enforcement Division fully staffed	187,000
13	100-50-540-6040.95 Professional Servcies	450,000	Plan check services agreement expenses	450,000
14	100-70-700-5000.10 Regular Salaries	52,000	Administration division fully staffed	
	100-70-710-5000.30 Limited Hourly	20,000	Additional special events part-time wages	
	100-70-735-5000.30 Limited Hourly	100,000	Additional Youth Employment Program staff, no CDBG funding for FY 24-25	172,000

Mid-Year Budget Adjustments - City Council Approval
February 26, 2025

ATTACHMENT E

Item #	G/L ACCOUNT		AMOUNT	REASON	TOTALS
15	100-80-800-6082	Vehicle Purchase	118,000	Patrol vehicle lease payment	
	100-80-805-5000.10	Regular Salaries	400,000	Additional budget for updated MOU in effect July 2024	
	100-80-805-5010.10	Overtime Full-time	500,000	Additional budget for updated MOU in effect July 2024	
	100-80-805-5100.40	Health Insurance	115,000	Increase to employer contribution towards employee health care	
	100-80-805-5200.10	Ed/Cert Special Pay	700,000	Additional budget for updated MOU in effect July 2024	
	100-80-805-5200.15	Longevity Special Pay	370,000	Additional budget for updated MOU in effect July 2024	
	100-80-805-5300.20	Retirement - PERS Employer	250,000	Additional budget for updated MOU in effect July 2024	
	100-80-815-6080.30	Vehicle Maintenance	100,000	Fleet vehicle maintenance expenses (Ford, Chevrolet, TirePros)	
	100-80-825-5010.10	Overtime Full-time	33,000	Vacancies in Records Division requires additional overtime	2,586,000
16	100-85-850-5000.10	Regular Salaries	350,000	Additioinal staffing not anticipated when budget adopted	
	100-85-850-5010.10	Overtime Full-time	43,000	Additonal overtime expenses	
	100-85-860-6010.60	Personal Protective Equipment	62,000	SCBA tanks, equipment, etc.	
	100-85-860-6016	Uniform Expense	158,000	Department uniforms and related expenses	
	100-85-860-6040.10	Outside Contracts	193,000	Squad medical supplies and emergency equipment	
	100-85-860-6040.60	Building Maintenanc Repairs	57,000	Station 57 HVAC and station door repairs	
	100-85-860-6083	Furniure and Fixtures	45,000	Station 55 lockers	
	100-85-870-5000.10	Regular Salaries	165,000	Additional Fire Inspectors hired	
	100-85-870-5010.10	Overtime Full-time	69,000	Increased inspections overtime expenses	
100-85-880-5000.10	Regular Salaries	120,000	Public Safety radio communications fully staffed in FY 24-25	1,262,000	
17	100-99-6036	Settlements	541,000	Litigation settlement	541,000
	General Fund Total =>				5,684,000
				All Funds Total =>	8,615,000



ITEM # 7

**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 PLANS AND SPECIFICATIONS FOR FABRICATION AND
INSTALLATION OF FULL CAPTURE STORM DRAIN TRASH DEVICES
ON LOS ANGELES COUNTY-OWNED CATCH BASINS AND
AUTHORIZATION TO PROCEED WITH BID ADVERTISEMENT**

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to Title 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction specifications for Citywide Catch Basin Connector Pipe Screen and Automatic Retractable Screen Inserts Installation Project – CP 931; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of this action will allow staff to proceed with the bidding of this capital project (CP 931). As soon as staff evaluate all bids, a recommendation will be made at a future City Council meeting for awarding a contract and will include a well-defined structured budget. At the time of contract award, Staff will make recommendations for amending the budget if needed.

BACKGROUND/DISCUSSION:

The Los Angeles County Flood Control District, County of Los Angeles, 85 incorporated cities within the coastal watersheds of Los Angeles County, Ventura County Watershed

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

Page 2 of 3

Protection District, the County of Ventura, and 10 incorporated cities within Ventura County must comply with ORDER NO. R4-2021-0105, NPDES PERMIT NO. CAS004004. Specific to this report are the Total Maximum Daily Load (TMDL) establishing a maximum limit for a specific pollutant that can be discharged into a water body without causing it to become impaired.

On August 1, 2002, the US Environmental Protection Agency (USEPA) approved the Trash TMDLs for both the Los Angeles River and Ballona Creek. TMDLs are the maximum amount of a pollutant that a water body can receive and still meet its water quality designation. The Trash TMDL requires 10% reduction per year on the discharge of trash to the Los Angeles River and Ballona Creek. The adopted TMDL document requires the first 20% reduction to be achieved by September 30, 2006, and 100% trash reduction to be achieved by September 30, 2015. Since the inception of the Trash TMDL, the City has failed to adequately address this compliance effort.

The United States Environmental Protection Agency for Region 9 (EPA) and the City of Montebello entered into an Administrative Order on Consent (AOC) on April 28, 2022, to assist the City in complying with its Municipal Separate Storm Sewer System (MS4) Permit. This action was meant to help the City achieve compliance with the Clean Water Act (CWA) by updating and retrofitting its trash capture systems to meet the Trash TMDL. EPA followed up with a letter dated March 27, 2024 addressing the AOC and the City's timetable for completion. The AOC required the City to identify the trash capture basins that need full capture devices including those that have partial or no trash capture devices. City staff, including the City Attorney's Office, scheduled monthly meetings with EPA and Los Angeles Regional Water Quality Control Board (LARWQCB) staff to monitor progress.

The City, in coordination with an environmental consultant, inspected and inventoried both the City's catch basins and Los Angeles County's catch basins in preparation of future work to measure, fabricate and install Connector Pipe Screen (CPS) and Automatic Retractable Screens (ARS) units. EPA and LARWQCB staff members require the City to complete the remaining fabrication and installation of CPS and ARS units on LACDPW catch basins. ARS units prevent trash and debris from entering a catch basin during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. CPS unit prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin. Trash excluders are the preferred structural method to meet the TMDL requirements as set forth by the LARWQCB.

The final construction specifications are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement and purchasing manual. The City Council is required to approve and adopt construction documents and authorize the bid request for all public projects. The bid advertisement process is consistent with Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code 3.20.110 - Bidding procedure prescribed.

With the City Council's approval, staff will advertise the project for bid in a local

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

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newspaper of general circulation and submit the Notice Inviting Bid (NIB) to PlanetBids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
Bidding Period	February 28, 2025 – March 24, 2025
Questions or Request for Information	March 13, 2025 at 12:00 PM
Bid Opening	March 24, 2025 at 11:00 AM
Award of Contract	April 9, 2025 City Council Meeting
Commence Construction	June-July 2025
Complete Construction	September 2025
Close out Project	October 2025

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council adopt the 100% completed plans, specifications and engineer's estimate (PS&E) for the fabrication and installation of full capture storm drain trash devices on Los Angeles County-owned catch basins (CP 931); and approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and, authorize staff to proceed with bid advertisement for construction.

ATTACHMENT(S)

1. Attachment A - Contract Specifications
2. Attachment B - CEQA Notice of Exemption
3. Attachment C - LACDPW Catch Basin List



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

**SALVADOR MELENDEZ – MAYOR
GEORGINA TAMAYO – MAYOR PRO TEM
RIC ALONZO – COUNCILMEMBER
SCARLET PERALTA – COUNCIL MEMBER**

**RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN - PUBLIC WORKS DIRECTOR**

PREPARED BY:

Bowman

3060 Saturn Street, Suite 250nn
Brea, CA 92821
TEL: 714-940-0100

Bowman Project No. 440178-01-001

**Bid Opening (Electronic Bid through PlanetBids)
Monday, March 24, 2025 at 11:00 AM**

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bidding Period - February 28, 2025 – March 24, 2025
- Questions or Request for Information - March 13, 2025 at 12:00 PM
- Bid Opening - March 24, 2025 at 11:00 AM
- Tentative Award of Contract - April 9, 2025 City Council Meeting
- Commence Construction - June-July 2025
- Complete Construction - September 2025
- Close out Project - October 2025

**Bid proposals will be received via PlanetBids
(<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>) until 11:00
A.M. on March 24, 2025.**

These Specifications have been prepared
under the direction of:

Kev Tcharkhoutian
City Engineer



**CITY OF MONTEBELLO
CALIFORNIA**

TO PROSPECTIVE BIDDERS:

The City of Montebello invites you to become a prospective bidder on one of its public projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact the City Engineer's office at (323) 887-1200, ext. 462.

Cesar Roldan
Director of Public Works

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

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MAP OF CATCH BASIN LOCATIONS

PHOTOS OF CATCH BASIN LOCATIONS

LOS ANGELES COUNTY PERMIT REQUIREMENTS

NOTICE INVITING SEALED BIDS

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites bids for the above stated project and will receive such bids **Bid proposals will be received via PlanetBids (<https://www.montebellocal.gov/cms/one.aspx?portalId=58756&pageId=84839>) until 11:00 A.M. on March 24, 2025.**

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. The general items of work include a catch basin connector pipe screen (CPS) inserts installation, and other miscellaneous appurtenant work indicated in the contract documents.

It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the latest Standard Plans for Public Works Construction (SPPWC), and latest Standard Specifications for Public Works Construction “Greenbook.”

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available through PlanetBids.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet through PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from plan holders must be sent through PlanetBids.

Questions: All questions related to this project shall be submitted electronically and received **no later than 12:00 p.m. on March 13, 2025, prior to the opening of bids.**

PREVAILING WAGE:

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

LABOR COMPLIANCE:

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in the Contract Specifications submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the "Instructions to Bidders" and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

This is a PLA project.

Bidders must hold a valid California Class A Contractor's License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 7-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **Sixty (60) working days** for construction from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

GENERAL INFORMATION

ELECTRONIC proposals, including all documents required to be submitted with the bid, will be received at the office of the Montebello City Clerk of said City until the date and time specified in the legal notice or addendum to the project documents, whichever occurs latest, for the construction of work described in the project documents or said legal notice. The ELECTRONIC Bid(s) will be evaluated and posted on PlanetBids, where they can be viewed publicly shortly after the bid closes.

ONLY ELECTRONIC PROPOSALS ARE ACCEPTED.

In addition to the “ELECTRONIC” uploading of Proposal Documents described in the ‘INVITATION TO BIDDERS’, the fully executed **original Bid Bond** shall be delivered to the Montebello City Clerk on or before the actual bid opening day and time.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a bid proposal for a Public Works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No contractor or subcontractor may be awarded a contract for public work on a Public Works Project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

PROPOSAL FORMS

Bids shall be submitted directly through PlanetBids (<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>) and contractors must use the Proposal forms provided by the AGENCY (contained within these contract specifications). All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier’s check or bid bond payable to the AGENCY in the amount not less than ten percent of the total amount

bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Electronic Bids shall Bids shall be submitted electronically at <https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html> by 11:00 A.M. on March 24, 2025. It is the bidder's responsibility to ensure the bids have been successfully submitted thru PlanetBids. Bidders can contact the AGENCY'S Purchasing Officials for confirmation. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the Notice Inviting Sealed Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, telephonic, facsimile or electronic proposal, modification or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts contained in the bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the

actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he considers to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity, and to make an award as may best serve the interests of the AGENCY.

SURETY BOND PERIOD

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL
FOR
**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**
C.P. No. 931

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the AGENCY's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by

the engineer. All bids will be compared on the basis of the Engineer's estimated quantities of work to be performed.

The contractor's attention is directed to both sec. 7-3.5.2 "Increases of more than 25 percent" and sec. 7-3.5.3 "Decreases of more than 25 percent" of the Standard Specifications which have been eliminated and are replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

The bidder agrees that in case of not executing the required contract with necessary bonds within ten (10) working days, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Montebello.

The bidder also certifies that the bid is a balanced bid. In accordance with section 7028.15 of the California Business and Professions Code, the undersigned certifies under penalty of perjury that the foregoing is true and correct.

BID PROPOSAL
FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)	1	LS	\$	\$
2	Traffic Control	1	LS	\$	\$
3	Fabrication and Installation of Connector Pipe Screen (CPS) Unit	56	EA	\$	\$
	TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES				\$

TOTAL AMOUNT BASE BID IN WORDS _____

_____ Dollars

Bidder's Signature

Title

Company Name

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE."*

BID PROPOSAL
FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

ALTERNATIVE BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
4	Fabrication and Installation of Automatic Retractable Screen (ARS) Unit	9	EA	\$	\$
	TOTAL AMOUNT ALTERNATIVE BID SCHEDULE IN FIGURES				\$

TOTAL AMOUNT ALTERNATIVE BID IN WORDS _____

_____ Dollars

Bidder's Signature

Title

Company Name

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE." This Bid Alternative Schedule will only be utilized if bid alternative work is directed by the City.*

BID PROPOSAL
FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

ADDITIVE BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED AMOUNT
5	Cleanout Existing Catch Basins	56	EA	\$	\$
	TOTAL AMOUNT ADDITIVE BID SCHEDULE IN FIGURES				\$

TOTAL AMOUNT ADDITIVE BID IN WORDS _____

_____ Dollars

Bidder's Signature

Title

Company Name

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

**Contact will be awarded to the most responsive and lowest responsible bidder based on the amount contained in the "TOTAL AMOUNT BASE BID SCHEDULE." This Bid Additive Schedule will only be utilized if directed by the City.*

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

DESIGNATION OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

<u>NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS</u>	<u>PORTION OF WORK, MATERIALS, OR EQUIPMENT</u>

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the Public Works Director.

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed
3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20____.

BIDDER _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Signature of Contractor's Representative

Printed Name

Title

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____, as BIDDER, and _____
_____, as SURETY, are held and firmly
bound unto the City of Montebello, as AGENCY, in the penal sum of _____
_____ dollars (\$ _____), which is ten percent of the
total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which
sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly be these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time specified,
then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor
of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this
_____ day of _____, 20____.

BIDDER* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**
C.P. No. 931
IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes_____

No_____

If the answer is yes, explain the circumstances in the space provided.

CONTRACT AGREEMENT

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

This Contract Agreement is made and entered into for the above stated project this _____ day of _____, 20____. BY AND BETWEEN the City of Montebello, as AGENCY, and _____ as CONTRACTOR. WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices, together with this Contract Agreement and all required bonds, insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the unit or lump sum prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

ARTICLE VI

CONTRACTOR agrees to indemnify, defend and hold harmless AGENCY and all of its officers and agents from any claims, demand, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder

ARTICLE VII

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having principal interest herein.

ARTICLE VIII

CONTRACTOR shall take and assume all responsibility for the work. CONTRACTOR shall bear all losses and damages directly or indirectly resulting to him, to the City, or to others on account of the performance under this contract, or the character of the work, accidents or any other causes whatsoever.

CONTRACTOR shall assume the defense and indemnify and save harmless the City, its officers, employees and Engineer from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from performance of this contract or work, regardless of responsibility for negligence; from any and all claims, loss, damage, injury, and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by this contract, or CONTRACTOR's performance thereunder, regardless of responsibility for negligence.

ARTICLE IX

STATE LABOR CODE. Contractor agrees to abide by the provisions of the State Labor Code, and to comply with the prevailing rates of wages and apprenticeship employment standards established by the State Director of Industrial Relations and /or the requirements of the federal government and applicable federal wage rates.

The total contract price of this agreement is \$ _____ based on estimated quantities given on the Base Bid Sheet.

ARTICLE X

The contract period for this project is **sixty (60) working days**, for construction to begin from the effective date of the Notice-to-Proceed issued by the City.

ARTICLE XI (PREVAILING WAGES)

(a) Contractor agrees to comply with the provisions of California Labor Code Section 1773.8, which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.

(b) Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit no more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by a subcontractor.

(c) Contractor agrees to comply with the provisions of California Labor Code Section 1776 which requires Contractor and each subcontractor to (i) keep accurate payroll records, (ii) certify and make such payroll records available for inspection as provided by Section 1776, and (iii) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

(d) Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that the Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

(e) Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours without approval of the City. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollar (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day or portion thereof during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division, 2, Part 7, Chapter 1, Article 3 of the California Labor Code. The Contractor may, with the approval of the Public Works Director, use his employees to carry out work on the project beyond the normal eight (8) hour workday and on Saturdays, Sundays and Holidays provided the employees are paid at the following hourly rates:

For Daytime Work

- Weekdays (Monday through Fridays) after eight (8) hours daily and not to exceed twelve (12) hours daily total per day and not exceeding forty-eight (48) hours work in a seven (7) day period week at one and one-half (1.5) times the prevailing hourly wage for the initial eight (8) hours of regular work time for the time worked after the initial eight (8) hours regular time.
- Saturdays, Sundays and Holidays for time worked after forty (40) hours of regular work time in a seven (7) day period week at the rate of two (2.0) times the prevailing hourly wage for the initial eight (8) hours of regular weekday work time and not to exceed a total of forty-eight (48) hours of work within the seven (7) day work week period.

(f) California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or under self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Liquidated Damages: The liquidated damages value is hereby amended to be \$500.00 per day.

ARTICLE XII (PROMPT PAYMENT)

Prompt Progress Payment to Subcontractors

Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the agency. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

CONTRACTOR: _____

(Title)

Contractor’s License No. _____

AGENCY Business License No. _____

Federal Tax Identification No.: _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

AGENCY: _____

Raul Alvarez, City Manager of the City of Montebello

ATTESTED: _____

Christopher Jimenez, City Clerk, City Clerk of the City of Montebello

Date _____

FAITHFUL PERFORMANCE BOND

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____
_____ as CONTRACTOR and
_____, as SURETY, are held and
firmly bound unto the City of Montebello, as AGENCY, in the penal sum of
_____ dollars
(\$_____), which is one-hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been
awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated
project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents
in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall
remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or
time for completion made pursuant to the terms of the contract documents shall not in any way release
either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address
and telephone number of authorized representative.

MATERIAL AND LABOR BOND
FOR
**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

KNOW ALL MEN BY THESE PRESENTS that _____,
_____, as CONTRACTOR,
and _____, as SURETY, are
held and firmly bound unto the City of Montebello, as AGENCY , in the penal sum of
_____ dollars
(\$ _____), which is fifty percent (50%) of the total contract amount for the above stated
project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has
been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the
above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material
of any kind used in the performance of the work to be done under said contract, or fails to submit
amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY
will pay for the same in an amount not exceeding the sum set forth above, which amount shall
inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures;
provided that any alteration made pursuant to the terms of the contract documents shall not in any
way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived
by SURETY.

IN WITNESS WHEREOF the parties have set their names, titles, hands, and seals this _____
day of _____, 20_____.

CONTRACTOR* _____

SURETY* _____

Subscribed and sworn to this _____ day of _____, 20_____.

NOTARY PUBLIC _____

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title,
address and telephone number of authorized representative.

SPECIAL PROVISIONS
FOR
**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

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SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

The work required to be performed for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition (hereinafter referred to as the "General Provisions"), in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For purposes of this Project, the following General Provisions are amended, as follows:

SECTION 1 – GENERAL TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

The following additions/modifications are hereby made to Subsection 1-2 of the Standard Specifications:

1-2 DEFINITIONS

AGENCY:	City of Montebello
Board:	City Council of the City of Montebello
Caltrans:	State of California, Department of Transportation
County:	County of Los Angeles
Engineer:	The Public Works Director of the City of Montebello or his authorized representative
Federal:	United States of America
Contractor:	The word Contractor means the Contractor as defined herein or his authorized representative.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

Subsection 1-7.1 of the Standard Specifications is hereby replaced with the following:

Within ten working days after the date of the AGENCY's notice of award, the Contractor shall execute and return the following contract documents to the AGENCY:

- Contract Agreement
- Faithful Performance Bond
- Material and Labor Bond
- Public Liability and Property Damage Insurance Certificate
- Worker's Compensation Insurance Certificate
- Project Schedule

Failure to comply with these requirements will constitute non-responsiveness on the part of the Contractor and will result in annulment of the award by the Agency and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and of the authority of its officers to sign contracts and bonds for the corporation.

1-7.2 CONTRACT BONDS.

The second sentence of the fourth paragraph of Subsection 1-7.2 of the Standard Specifications is hereby deleted and replaced with the following: The Faithful Performance Bond (Warranty Bond) shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 1-7.2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 100 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

1-8 SUBCONTRACTS

The following is hereby added to this subsection of the Standard Specifications:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the

Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE.

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals to perform the work shown in the Plans, Specifications, and contract documents. The general items of work include removal of existing AC paving and paving of AC pavement and concrete improvement reconstruction including replacing existing curb and gutter, sidewalk, driveway approaches, access ramps, and adjustment of utility covers, traffic striping, markers, pavement markings and curb painting.

2-2 PERMITS.

The text of Subsection 2-2 of the Standard Specifications is hereby deleted and replaced with the following:

Prior to the start of any work, the Contractor shall take out the applicable City permits and make arrangements for City inspections. The City will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain a City business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Montebello, any local utilities, or of any other agency affected by the work included in this contract, **the Contractor shall bear the cost** of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property; also, the Contractor shall bear all cost of

traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property.

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

The following is hereby added to this subsection of the Standard Specifications:

2-5.5 A noise level limit of 86 dba at the distance of fifty feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

2-5.6 All noise producing project equipment and vehicles using internal combustion engines shall be equipped with mufflers, and air inlet silencers where appropriate, in good operating condition that meet or exceed original factory specifications. Mobile or fixed "package" equipment (e.g. arc-welders, air compressors) shall be equipped with shrouds and noise control features that are readily available for that type of equipment.

2-5.7 All mobile or fixed noise producing equipment used on the project, which is regulated for noise output by a local, state, or federal agency, shall comply with such regulation while in the course of project activity.

2-5.8 Electrically powered equipment instead of pneumatic or internal combustion powered equipment shall be used, where feasible.

2-5.9 Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practical from residences.

2-5.10 The hours of conventional construction activities shall be restricted to the periods and days permitted by the local noise or other applicable ordinance. In accordance with the City of Montebello Noise Ordinance, these activities include (but are not limited to) construction, noisy maintenance activities, all spoils and material transport, demolition, and grading and are prohibited between the hours of 4:00 p.m. and 8:00 a.m. on weekdays (Monday through Friday), Saturday and Sundays, and legal holidays, except in cases of emergency as determined and approved in writing by the City Engineer.

2-5.11 The use of noise producing signals, including horns, whistles, alarms, and bells shall be for safety warning purposes only.

2-5.12 No project related public address, paging, two-way radio, or music system shall be audible at any adjacent residence.

2-5.13 The on-site construction supervisor shall have the responsibility and authority to receive and resolve noise complaints. An appeal process to the City shall be established prior to construction commencement that will allow for resolution of noise problems that cannot be immediately solved by the site supervisor.

2-5.14 The Contractor shall develop a project noise control plan, which shall be approved and implemented prior to commencement of any construction activity.

2-5.15 Noise control features and plans shall be reviewed and approved by a noise control engineering professional.

2-5.16 Contract incentives may be offered to the construction contractor to minimize or eliminate noise complaints resulting from project activities.

2-5.17 The erection of temporary sound wall barriers shall be considered where project activity is unavoidably close to residences.

2-5.18 Caltrans Standard Specifications (Sections 7 and 42) and Standard Special Provisions (that provide limits on construction noise levels) shall be applied and enforced by the City on the project Contractor.

2-5.19 Arrange noisiest operations together in the construction program to avoid continuing periods of annoyance.

2-5.20 If practical, implement project noise abatement features prior to construction.

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

The whole paragraph of Subsection 3-2 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall perform or provide, with its own organization, contract labor, materials, and equipment amounting to at least 50 percent of the Contract Price. The contract labor performed or provided by the Contractor shall amount to at least 25 percent of the total contract labor for the Contract. Contract labor shall exclude the Contractor's superintendent. Any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of contract labor, materials, and equipment required to be performed or provided by the Contractor with its own organization. Where an entire item is subcontracted, the value of contract labor, materials, and equipment subcontracted will be based on the estimated percentage of the Contract Unit or

Lump Sum Price, determined from information submitted by the Contractor, subject to approval by the Engineer.

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

3-7 CONTRACT DOCUMENTS.

The contract comprises the following documents, including all additions, deletions, modifications, and appendices and all addenda as prepared prior to the date of bid opening setting forth modifications or interpretations of any of said documents:

The Notice of Inviting Bids, the Instructions to Bidders, the accepted Proposal, the List of Subcontractors, the Bid Security Forms, the Agreement, the Faithful Performance Bond, the Payment Bond, Bid Bond, the Plans, General Provisions and the Special Provisions.

3-7.1 General.

The following is hereby added to this subsection of the General Specifications:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS.

The whole Subsection 3-7.2 of the Standard Specifications is hereby deleted and replaced with the following:

All of the CONTRACT DOCUMENTS shall be read as complimentary to one another and requiring the highest quality, highest quantity, and highest standard of performance for the Project for the City's benefit. In the case of a direct conflict between any of the CONTRACT DOCUMENTS, the order of precedence of the CONTRACT DOCUMENTS shall be:

FIRST: Requirements of law, including the Charter and Ordinances of the City.

SECOND: Permits from other Agencies as may be required by law or Ordinance.

THIRD:	Permits from City Departments as may be required by law or Ordinance.
FOURTH:	Change Orders and/or Supplemental Agreements; whichever occurs last.
FIFTH:	Contract/Agreement.
SIXTH:	Addenda.
SEVENTH:	Bid/Proposal.
EIGHTH:	Special Provisions.
NINETH:	Plans.
TENTH:	Standard Plans.
ELEVENTH:	Standard Specifications.
TWELFTH:	Reference Specifications.

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

The whole Subsection 3-10.1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall provide construction survey for all the streets shown in the contract documents, including office research of notes, plats or other necessary documents; marking removal limits; grade staking; tying and relocating utilities. All work shall be done to the satisfaction of the Engineer.

The Contractor shall notify the City of Montebello, in advance, in the event that any monumentation or witnesses to the monumentation should fall within any removal area.

The Contractor shall be liable for a back charge in an amount up to \$1,000.00 per point obliterated or destroyed without notice or authorization from the City of Montebello.

Any questionable grade, elevation, location or element of design shown on the plans shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction.

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. The allowable error shall not exceed 0.02 feet vertically or horizontally. Any staking found to exceed allowable error shall be reset at the sole expense of the Contractor and no additional compensation will be made therefore. In cases where the Contractor is unable to place a monument, such as conflicts with underground utilities, the Contractor shall notify the Engineer

for review, confirmation, and approval of the omission. All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

3-10.2 Line and Grade.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's Surveyor shall have all the necessary tools, materials, personnel available at the job site for setting blue, yellow and red top hubs at the time that they are set, and shall adequately reference all such stakes by setting hubs three (3) inches below subsurface.

The Surveyor shall have the option of establishing line and grade either by setting stakes to finished grade, marking the cuts and fills on the pavement, or referring to stakes, spikes, drill holes, chisel cuts, etc., on a grade sheet. Normally, stakes will be set and stationed by the Surveyor for rough grade, curbs, headers, sewers, storm drains, and structures and a corresponding cut or fill to finished grade (or flow line) indicated on a grade sheet. If the Surveyor elects to set stakes to the finished grade, the top of these stakes will be colored with blue crayon or paint. All elevations will be established with a Surveyor's level or Theodolite.

For street improvements, the Surveyor will establish rough grade elevations at 50-foot intervals along the street. After completion of the rough grading, he/she will establish elevations for curb or pavement headers. An elevation for pavement will be established at all points indicated by elevations shown on the plans. Elevations will be established at 25-foot intervals on the centerline and at all grade changes. For resurfacing over existing pavement or constructing 2 or 3 course bituminous pavement, the Surveyor will paint data on the surface of the existing pavement and/or base course and each lift to indicate the fill to finished grade at such locations and intervals as to provide adequate control for laying the wearing surface course to finished grade.

Flow line elevations will be established by the Surveyor at all changes in grade and at 25-foot intervals when the grade is greater than 0.50% and at 10-foot intervals for grades of 0.50% or less. For flow lines adjacent to curbs on grades 0.10% or over, when the curb is new and has a uniform curb face, flow line elevations will not be set on existing curbs, the grade of which may be irregular, grade points will be set at all changes in grade and at 25-foot intervals. Sufficient flow line elevations will be set to facilitate the construction of warped pavement sections or for special drainage conditions.

For integral curb and gutter, blue tops for the flow line will not be set but curb elevations shall be established at all changes in grade and at 25-foot intervals when the grade is more than 0.50% and at 10-foot intervals when the grade is 0.50% or less. In the case of integral curb and gutter with a varying curb face, grade sheets will show cuts and fills to the top of the curb or to the flow line and indicate the required curb face.

For storm drains, the Surveyor will establish elevations at 25-foot intervals along the main line, at all grade change points indicated on the plans, at inlets and outlets of structures and at the upper ends of house connections and laterals. Normally, elevations for narrow trenches will be established by means of offset stakes and a grade sheet giving cuts from such stakes will be issued. When determined necessary, blue top hubs will be set in the trench for line and grade. Narrow trenches where there are space constraints due to utility conflicts must be approved by the Engineer

and must compile with Slurry mix backfill according to Section 306-12.2 of the Greenbook. Use of slurry mix backfill shall include furnishing material, labor, tools, equipment and incidentals, and for doing all work involved in installing slurry mix backfill, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and included in the cost for storm drain pipeline. No additional compensation shall be allowed.

Distances and measurements, except elevations and structural dimensions, are given and made on horizontal planes.

Copies of all grade sheets shall be provided to the Engineer for filing.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

The following is hereby added to this subsection of the Standard Specification:

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

The following subsection(s) are hereby added to Section 5-3 of the Standard Specifications

5-3.6 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

The whole Subsection 5-4.2 of the Standard Specifications is hereby deleted and replaced with the following:

CONTRACTOR shall carry and maintain Comprehensive General Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000).

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting

from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

5-4.3. Worker's Compensation Insurance.

The following is hereby added to this subsection of the Standard Specification:

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

5-4.4 Auto Liability Insurance.

The whole Subsection 5-4.4 of the Standard Specifications is hereby deleted and replaced with the following:

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

The following is hereby added to **subsection 5-4** of the Standard Specifications:

5-4.5 Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5-4.6 Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

5-4.7 Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made, or suit is brought, except with respect to the limit of the insurer's liability.

5-4.8 Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

5-4.9 Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

5-4.10 Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

5-4.11 Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

The following is hereby added to subsection 5-7.1.1 of the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

The following subsection(s) are hereby added to Section 5-7 of the Standard Specifications:

5-7.9 Traffic and Access.

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight (48) hours (2 working days) prior to any temporary obstruction of access. Contractor to revise all dates daily on no-parking signs. If works does not begin on the date posted on the no-parking sign, Contractor then shall replace all signs with the new correct dates. Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

There are some driveways that require replacement in order to be handicap compliant. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

Under situations of driveway closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the City.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

5-7.9.1 Street Closures, Detours, Barricades.

This subsection is hereby added to section 5-7.9 of the Standard Specifications:

Street closures will not be allowed except as specifically permitted by the Engineer.

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed written plan for traffic control and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary traffic channelization shall be accomplished with barricades, K-rail sections or delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor, and deduct same from the next progress payment

5-7.9.2 Protection of the Public.

This subsection is hereby added to section 400 the Standard Specifications:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as its operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work, which will require that immediate and unusual provisions be

made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten working days after the date of the Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the last day of each month. The Report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **Sixty (60) working days**.

6-3.2 Contract Time Accounting.

The following is hereby added to this subsection of the Standard Specifications:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, for daytime work and to the hours between 8:00 p.m. starting Monday and 5:00 a.m. ending Saturday, excluding holidays, for nighttime work (Night Work Requires The City Engineer Approval). Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be \$500.00 per calendar day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment.

The text of Subsection 7-3.2 of the Standard Specifications is hereby deleted and replaced with the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the AGENCY for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;
2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;
3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;
4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;
5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;
6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;
7. Damage to other work or property;
8. Failure to fulfill all the requirements of the Contract Documents;
9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;
10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;
11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.
12. Failure of Contractor of the subcontractors to comply with applicable laws;
13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;
14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;
15. Liquidated damages payable to City;
16. Materials ordered or paid by City on behalf of Contractor;

17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;
18. Cleanup performed by City and chargeable to Contractor;
19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;
20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et/ seq.;
21. A breach by Contractor of any obligation or provision of the Contract Documents.
22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City's actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.

Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-contractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.

Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start-up of the Project Work as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work for is Complete.

Unless the Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Compliance, the Engineer, accompanied by the Inspector of Record and any others deemed appropriate by the Engineer, will inspect the Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.

The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project Work. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

Final Completion

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is read for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

Concluding Payment

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the

following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City's or Homeowner's property or funds might be liable have been paid or otherwise satisfied;
2. Submission of consent of Surety, if any, to Completion Payment;
3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section 3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;
5. Submission of all Close-Out Documents for the Project Work;
6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.
7. Proper payment of prevailing wages as defined in California Labor Code Section 1720, et seq for the Project Work.
8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees' benefits relating to the Project Work due and owing having been paid in full; and
9. Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Final Payment Terminates Liability

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these General Conditions.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with

California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A," in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain its total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

Replace this subsection with the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, only changes within 25% of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price. If the total quantity of a Major Bid Item is changed in excess of 25%, the adjustment in payment will be made per 7-3.5.2 or 7-3.5.3. The adjustment in payment will be made only for the quantity of the Major Bid Item that exceeds 25%, either increase or decrease.

7-3.5.2 Increases of More Than 25%.

Replace this subsection with the following:

If the total quantity of a Major Bid Item is increased in excess of 25% more than the quantity shown in the Bid, and if the City and the Contractor cannot agree upon an adjustment in Contract Unit Price, the Work shall proceed according to 7-4, and as follows:

The costs determined for the item of Work shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the Contractor through payment for 125% of the Bid quantity at the Contract Unit Price.

7-3.5.3 Decreases of More Than 25%.

Replace this subsection with the following:

If the total quantity of a Major Bid Item is decreased in excess of 25% less than the quantity shown in the Bid, no adjustment in the Contract Unit Price will be made unless so requested in writing by the Contractor. If the Contractor so requests, the adjustment in payment will be made per 7-3.7. If no adjustment in Contract Unit Price can be agreed upon by the City and the Contractor, the Work shall proceed according to 7-4, and as follows:

In no case will payment be less than would be made for the actual quantity at the Contract Unit Price, nor more than would be made for 75% of the Bid quantity at the Contract Unit Price.

7-4 PAYMENT FOR EXTRA WORK.

7-4.3 Markup.

Replace this subsection with the following:

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by Subcontractor.

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first \$5,000 of the subcontracted portion of the extra work and 5% on work added in excess of \$5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

The following is hereby added to this subsection of the Standard Specifications:

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, “Latest Edition and Supplement”.

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2021 edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Claim” means a “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged

or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

400-2 PERMANENT SURVEY MARKERS.

The following is added this this subsection of the Standard Specifications:

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments and benchmarks during construction. Damaged or lost monuments and benchmarks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the plans and these specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City of Montebello.

400-3 PAYMENT

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements and 3) permanent survey markers. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General.

The following is hereby added to this subsection of the Standard Specifications:

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS Attention: Mr. Cesar Roldan	(323) 887-1462 croldan@montebelloca.gov
AT&T Attention: Mr. Marco Macias	(626) 318-9039
CALIFORNIA WATER SERVICE Attention: Mr. Ralph Felix	(323) 823-5287 rfelix@calwater.com
CENTRAL BASIN MUNICIPAL WATER DISTRICT Attention: Mr. Kevin P. Hunt	(323) 201-5500
CHARTER COMMUNICATION Attention: Mr. Rodney Graf	(626) 807-3263 Rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS Attention: Mr. Mahdad Derakhshani	(626) 458-7136 mderakas@dpw.lacoiunty.gov
LOS ANGELES COUNTY SANITATION DISTRICT Attention: Ms. Christine Gurga	(562) 908-4288 ext. 1205 engineeringcounter@lacsds.org
METROPOLITAN WATER DISTRICT Attention: Mr. Ken Chung	(213) 217-7670 kchung@mwddh2o.com
MONTEBELLO LAND & WATER Attention: Mr. Brett Ommen	(323) 722-8654 brett@mtblw.com
SAN GABRIEL VALLEY WATER CO. Attention: Mr. Paul Garavito	(909) 201-7349
SOUTH MONTEBELLO IRRIGATION DISTRICT Attention: Mr. Jordan Betencourt	(323) 721-4735 j.betencourt@pacbell.com

SOUTHERN CALIFORNIA EDISON North of Lincoln Av	(323) 720-5298
Attention: Ms. Regina Gonzales	
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects	
Attention: Ms. Elda Alatorre	(323) 720-5214
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave.	(310) 608-5005
Attention: Ms. Lissette Alvarez	Lissette.Alvarez@sce.com
THE GAS COMPANY	(310) 605-4105
Attention: Mr. Cesar Arroyo	carroyo@semprautilities.com
CRIMSON PIPELINE	(310) 669-4002
Attention: Mr. Ryan Lassus	(310) 669-4024
CHEVRON	(310) 669-4014
Attention: Mr. Dave Zerler	
CITY POLICE AND FIRE DEPARTMENT	Police: (323) 887-1313 Fire: (323) 887-4510
UNDERGROUND SERVICE ALERT	(800) 422-4133 Tel (909) 808-8101 Fax
TRASH COLLECTORS – ATHENS DISPOSAL	(626) 336-6100
STREET SWEEPING – NATIONWIDE	(562) 860-0604
MONTEBELLO UNIFIED SCHOOL DISTRICT	(323) 887-7900
MONTEBELLO TRANSIT	(323) 558-1625

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

The following is added this this subsection of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

The following is added this this subsection of the Standard Specifications:

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

600-3 PEDESTRIAN ACCESS.

The following is added this this subsection of the Standard Specifications:

Under situations of sidewalk closure to pedestrians, the Contractor shall post advance notice on barricades to direct pedestrian to use the sidewalk on the opposite side of the street or the Contractor may elect to provide continuous K-rail in the curb lane to allow pedestrians to walk in the curb lane behind the K-rail. Any and all devices such as plates, barricades, K-rails and notices shall be continuously maintained for pedestrian and vehicle safety. No curb lanes shall be closed during non-working days of the week. Appropriate advance warning signs shall be continuously maintained as needed during the project. All such devices, warning signs and interruptions of normal vehicle lanes, parking lanes and pedestrian walkways shall be shown on the Traffic Control Plan for advance approval by the Agency.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

The following is added this this subsection of the Standard Specifications:

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from

the City, the Contractor can provide one traffic lane on a single direction on residential streets, during construction hours.

Clearances from traffic lanes shall be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

Any striped roadway shall be delineated by the Contractor with temporary raised reflective markers when it is to be left un-striped overnight.

Street closures will not be allowed except as specifically permitted by the Engineer.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

The following is added to this subsection of the Standard Specifications:

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed traffic control plan per section 601 of the Standard Specifications and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic control plan shall be approved in writing by the City Engineer prior to construction starts. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

Traffic lane transitions shall not be sharper than a taper of thirty to one.

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

In no case shall traffic be diverted from the existing traveled way without prior approval of the City Engineer.

The contractor shall include in his Traffic Control Plan use of lighted message boards to notify traffic of project and any changes in vehicle or pedestrian travel routes.

If the Contractor shall fail to provide and install any of the signs or traffic control devices ordered by the Engineer, the Engineer may either stop the work or cause such signs or traffic control devices to be placed by others and charge the cost therefor against the Contractor and deduct same from the next progress payment.

601-2.2 Payment

Payment for provisions under section 601 of the Standard Specifications shall be considered included under the bid item for traffic control. No separate payment will be authorized.

SPECIAL PROVISIONS
PART 2 – BID ITEM DESCRIPTIONS

FOR

**CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT**

C.P. No. 931

IN THE CITY OF MONTEBELLO

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, Los Angeles County approval shop drawings and the Special Provisions and General Conditions of these specifications.

Base Bid items

Bid Item No. 1 Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for Mobilization/Demobilization shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 2 - Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsections 5-7, 600 and 601 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the “Manual of Traffic Controls for Construction and Maintenance Work Zones” published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten working days after the date of the Agency’s execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary “NO PARKING” signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The “NO PARKING” signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) “Public Notice” to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door knob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, Montebello Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 601 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the “California Manual on Uniform Traffic Control Devices”, CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 601 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators
6. Lighting, for nighttime work.

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Montebello prior to beginning of work.

The Contractor shall cooperate with the City of Montebello relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Montebello.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the “California Manual on Uniform Traffic Control Devices”, CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor’s equipment and personal vehicles of the Contractor’s employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed I units if candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

<u>Dry Reflective Value</u>			
<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such

that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for Traffic Control shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for providing and maintaining safe traffic control including all temporary signs, striping and delineation, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Fabrication and Installation of Connector Pipe Screen (CPS) Unit

1. GENERAL

The work specified in this subsection includes the furnishing and installing Connector Pipe Screens for the pipe outlets of existing storm drain catch basins, as described herein. These devices are intended to reduce the amount of trash entering the storm

drain system through curb opening catch basins or a curb opening catch basin with gratings. All devices shall conform to the following requirements:

The catch basin identification numbers listed in the List of Catch Basin Locations Table, in Appendix D, mark the location of the catch basins that a Connector Pipe Screen is needed, except as noted. Not all catch basins are expected to gain approval for standard CPS retrofit. Contractor shall coordinate with County to retrofit the maximum amount of catch basins possible from the list in Appendix D.

Submittals: Prior to initiating fabrication, the Contractor shall submit shop drawings, catalog cuts, and other information required per SSPWC Subsection 3-8, which completely describes the units to be installed under this Contract. The Contractor shall assist the AGENCY with permitting process to Los Angeles County through Epic LA. The following information shall be included to this submittal for each type of unit:

1. Detailed shop drawings and descriptions of all components of the unit, showing all dimensions, materials used, connection details, assembly details, and mounting details. The shop drawings shall clearly describe the mechanical operation of the unit. Shop drawings shall note the correct title of the City project, Agency name, and LACFCD Permit Number.
 - a. Shop drawings must be submitted and approved by the County prior issuance of a permit.
2. Installation details and instructions.
3. Warranty information form, including contact information for replacement parts. All devices installed as part of these Special Provisions shall be covered by a three (3) year manufacturer's warranty, starting on the date of acceptance of the project by the AGENCY.
4. Performance and test data, including a list of existing installations with a contact person from the owner of the facility in which each unit is installed and the date of installation.
5. Recommended cleaning and maintenance schedule and procedures to maintain the proper functioning of the unit, including replacement schedule of parts for the entire unit.
6. Contractor shall furnish two (8) copies of a Technical Manual for CPS Units and one (8) electronic copies on USB Flash Drive in portable document format (PDF). The Technical Manual shall be submitted prior to field acceptance of the work. Each manual shall, at minimum, include the following:
 - a. Title Sheet

- b. Table of Contents
 - c. Manufacturer, supplier, spare parts, and servicing location information, including name, address, phone number of the manufacturer and local representative.
 - d. Recommended installation, adjustment, calibration, and troubleshooting procedures.
 - e. Lubrication recommended, if applicable.
 - f. Recommended preventative maintenance and maintenance procedures.
 - g. Complete parts list, by generic title and identification number, with isometric views and schematics for each assembly.
 - h. Recommended spare parts list and list of special tools and equipment required for O&M.
 - i. Disassembly, overhaul, reassembly, and realignment instructions.
 - j. A discussion of the warranty and how to obtain warranty service.
7. Upon completion of the project, contractor must update the table included in Appendix D and submit an as-built spreadsheet, containing installed dimensions, product manufacturer's name and contact information, and unit names and models. Additionally the Contractor shall submit an "Unsound Condition" spreadsheet including exact measurements and reasoning resulting in unsound condition identification.

2. MANUFACTURER'S WARRANTY

All devices installed as part of these Special Provisions shall be covered by a three (3) year manufacturer's warranty, starting on the date of acceptance of the project by the AGENCY. The warranty shall cover the devices against corrosion, excessive wearing of moving parts, and operational malfunction for any reason. The manufacturer shall provide, at no cost to the AGENCY, all labor, material and equipment required to repair or replace the devices during the warranty period including, but not limited to, calibration and adjustment of moving parts to ensure the device operates properly. There shall be no limit to the number of repairs or replacements required during the warranty period to ensure that the devices operate properly.

3. PRELIMINARY INSPECTION AND MEASUREMENT

The Contractor shall inspect each catch basin included in this Contract for unsound conditions such as but not limited to: a) exterior damage, b) bent or missing protection bars, c) damaged manholes, d) damaged face plate, e) other physical damage, f) catch basins requiring protection bars per SSPWC Standard Plan 310-3. Since these types of conditions may interfere with the installation of retrofit devices, a list of catch basins with such unsound conditions shall be submitted to the Engineer per SSPWC Subsection 3-8. The list shall also identify catch basins that, based on inspection, the Contractor determines are not suited for the type of device listed in the Catch Basin

Table. Upon receipt of this information, the Engineer will substitute an appropriate device or a catch basin at a different location.

Any subsequently disclosed damage to a catch basin not included in the list submitted by the Contractor will be assumed to be the result of the Contractor's clean out or installation operations and shall be corrected at the Contractor's expense.

The dimensions shown in the List of Catch Basin Locations Table, included in Appendix D, are approximate and included for bid purposes only. The Contractor shall make detailed measurements of each catch basin, including the size and location of the connector pipe, for the proper fabrication of the devices. Improper fabrication of devices due to errors in the Contractor's measurements shall be corrected at its own expense. The Contractor shall submit written records of its measurements to the Engineer per SSPWC Subsection 3-8, prior to the fabrication of the units. The Contractor shall identify in the measurement records catch basins that, based on actual measurements, are not suited for the type of device listed in the Catch Basin Table. Upon receipt of this information, the Engineer will substitute an appropriate device or a catch basin at a different location.

4. CATCH BASIN PHOTOS

The Contractor is responsible for taking photos of each catch basin included in the list to be installed with a connector pipe screen. Contractor shall take before cleaning, after cleaning, and after CPS installation pictures and provide a photo log of picture documentation for each catch basin. The photo log shall accurately display all three photos of each catch basin per row and accurately provide the catch basin number with said photos.

4. REMOVAL AND REINSTALLATION OF CATCH BASIN MANHOLE COVERS AND GRATES

The Contractor shall remove the existing manhole cover or existing grate as required to access the inside of the catch basin and shall reinstall the existing catch basin manhole cover or grate whenever the catch basin is left unattended. Screws or bolts that cannot be reused and were not damaged by the Contractor shall be replaced with new ones meeting the requirements specified in the applicable standard plans as directed by the Engineer. The furnishing and replacement of the screws or bolts, as directed by the Engineer, shall be considered as included in the prices bid for this item of work, and no separate payment will be made therefor.

The Contractor's attention is directed to the possibility that the catch basin cover screws may be frozen. It shall be the Contractor's responsibility to remove these frozen cover screws. If during their removal the catch basin covers or screws should become damaged, it shall be the Contractor's responsibility to replace them in accordance with the applicable standard plan and to redrill and tap new holes, if necessary, at no additional cost to the AGENCY. If heat is used to facilitate removal of frozen cover

screws, the screws must be checked the following workday to verify that they have not refrozen. Before leaving a catch basin, the Contractor shall thoroughly clean all debris from the manhole frame and cover. When replacing the catch basin covers, the Contractor shall grease all catch basin cover screws with a high temperature thread lubricant and seal grease (Jet-Lube by Koper-Kote or equal) and shall furnish and replace any missing screws.

6. STAFF GAUGE

The Contractor shall paint a staff gauge per Los Angeles County Requirements. The staff gauge shall be located such that it is visible through the curb opening or grating of the catch basin.

7. CONNECTOR PIPE SCREENS (CPS)

The CPS prevents trash and debris from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin.

Requirements: All catch basins, regardless of ownership (City or LACFCD), shall be constructed per the LACFCD requirements. The CPS units shall be designed to retain all trash larger than 5 mm (0.197 inches) in the catch basin, and shall comply with the following items.

1. The CPS shall be sized, fabricated and installed conforming to the configurations shown in Appendix A, prepared by the LACDPW.
2. The CPS shall not interfere with the operation of the existing or proposed installed ARS.
3. The CPS unit shall have a sufficient structural integrity to withstand a lateral force of standing water (62.4 lb/ft³) within the catch basin area when the screen becomes 100% clogged. The CPS unit shall be bolted to the catch basin walls.
4. The CPS shall be configured with deflector plates or screens preventing trash from falling between the screen and connector pipe. The deflector plate shall be designed to withstand a vertical load of 10 lbs per square foot.
5. The gap at the bottom, sides, and joints of the CPS unit shall not exceed 5mm (0.197 inches).
6. The perimeter of the CPS shall include a structural frame for stiffness, a bolting surface to fasten the CPS to the wall of the catch basin, and support for the upper portion of the CPS unit referred as the "bypass" (see CPS Configuration Appendix A).
7. All parts/components of the CPS unit must be sized to fit through the catch basin's manhole opening.
8. When the CPS unit encroaches more than 4 inches into the manhole opening, the Contractor shall install a Removable CPS unit. The Removable CPS unit shall be designed and installed with a removable panel allowing

access into the catch basin. The removable panel shall be easily disengaged from the rest of CPS assembly upon entry or from the outside of the catch basin.

9. It is the responsibility of the Contractor to field verify the location and dimensions of these basins as listed in the List of Catch Basin Locations Table in Appendix D

8. MATERIALS AND FABRICATION

The CPS shall meet the following requirements:

1. The CPS frame shall be manufactured/fabricated from Type S-304 stainless steel, or an Agency approved equal stainless steel alloy. The Structural members shall have a minimum thickness of 3/16 inches.
2. The CPS screen shall be manufactured/fabricated from perforated metal of Type S-304 stainless steel, or an Agency approved equal stainless steel alloy. The screen shall have a minimum thickness of fourteen (14) gauge (0.0781 inches) The geometrical opening shape shall have a diameter of 5mm (0.197 inches).
3. The screen material used shall have at least 45% open area. SP-12
4. Any edge of the CPS that is not flush with the wall or floor of the catch basin shall be smooth with no prongs or jagged edges.
5. The assembly bolts, screws, nuts, and washers shall be fabricated entirely from Type S-316 stainless steel. The concrete anchor bolts shall use a Red Head Multi-Set II drop-in anchor, SSRM-38, with Type 316 stainless steel threaded rods, nuts and washers, or Agency approved equal.

9. MEASUREMENT AND PAYMENT

Measurement and Payment for **CONNECTOR PIPE SCREEN INSTALLATIONS** shall be at the contract unit price bid per each (**EA**) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in the furnishing and installation of CPS units complete and in place, including, but not limited to, all submittals; prototype testing; costs associated with the 3-year warranty; onsite testing and calibration; painting of staff gauges on the catch basin wall; furnishing and installing; and all other costs involved in the Work not specifically covered by other items of work and per LACDPW encroachment permit requirements, and no additional compensation will be allowed therefore.

Bid Item No. 4 – Fabrication and Installation of Automatic Retractable Screens (ARS) Unit

1. GENERAL

The work specified in this subsection includes the furnishing and installing Automatic Retractable Screens for openings of existing storm drain catch basins, as described

herein. These devices are intended to be fabricated and installed in the event the County does not authorize the use of CPS units to the catch basin for whatever reason. ARS are meant to reduce the amount of trash entering the storm drain system through curb opening catch basins or a curb opening catch basin with gratings during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. All devices shall conform to the following requirements:

The catch basin identification numbers listed in the List of Catch Basin Locations Table, in Appendix D, mark the location of the catch basins that a Automatic Retractable Screen is needed, except as noted. In the event that any catch basin is deemed to be in “Unsound Condition” for CPS retrofit per Base Bid, the catch basin shall be retrofit with ARS per Alternative Bid. Not all catch basins are expected to gain approval for standard ARS retrofit. Contractor shall coordinate with County to retrofit the maximum amount of catch basins possible from the list in Appendix D.

Submittals: Prior to initiating fabrication, the Contractor shall submit shop drawings, catalog cuts, and other information required per SSPWC Subsection 3-8, which completely describes the units to be installed under this Contract. The Contractor shall assist the AGENCY with permitting process to Los Angeles County through Epic LA. The following information shall be included to this submittal for each type of unit:

1. Detailed shop drawings and descriptions of all components of the unit, showing all dimensions, materials used, connection details, assembly details, and mounting details. The shop drawings shall clearly describe the mechanical operation of the unit. Shop drawings shall note the correct title of the City project, Agency name, and LACFCD Permit Number.
 - a. Shop drawings must be submitted and approved by the County prior issuance of a permit.
2. Installation details and instructions.
3. Warranty information form, including contact information for replacement parts. All devices installed as part of these Special Provisions shall be covered by a three (3) year manufacturer's warranty, starting on the date of acceptance of the project by the AGENCY.
4. Performance and test data, including a list of existing installations with a contact person from the owner of the facility in which each unit is installed and the date of installation.
5. Recommended cleaning and maintenance schedule and procedures to maintain the proper functioning of the unit, including replacement schedule of parts for the entire unit.

6. Contractor shall furnish eight (8) copies of a Technical Manual for ARS Units and eight (8) electronic copies on USB Flash Drive in portable document format (PDF). The Technical Manual shall be submitted prior to field acceptance of the work. Each manual shall, at minimum, include the following:
 - a. Title Sheet
 - b. Table of Contents
 - c. Manufacturer, supplier, spare parts, and servicing location information, including name, address, phone number of the manufacturer and local representative.
 - d. Recommended installation, adjustment, calibration, and troubleshooting procedures.
 - e. Lubrication recommended, if applicable.
 - f. Recommended preventative maintenance and maintenance procedures.
 - g. Complete parts list, by generic title and identification number, with isometric views and schematics for each assembly.
 - h. Recommended spare parts list and list of special tools and equipment required for O&M.
 - i. Disassembly, overhaul, reassembly, and realignment instructions.
 - j. A discussion of the warranty and how to obtain warranty service.
7. Upon completion of the project, contractor must update the table included in Appendix D and submit an as-built spreadsheet, containing installed dimensions, product manufacturer's name and contact information, and unit names and models. Additionally the Contractor shall submit an "Unsound Condition" spreadsheet including exact measurements and reasoning resulting in unsound condition identification.

2. MANUFACTURER'S WARRANTY

All devices installed as part of these Special Provisions shall be covered by a three (3) year manufacturer's warranty, starting on the date of acceptance of the project by the AGENCY. The warranty shall cover the devices against corrosion, excessive wearing of moving parts, and operational malfunction for any reason. The manufacturer shall provide, at no cost to the AGENCY, all labor, material and equipment required to repair or replace the devices during the warranty period including, but not limited to, calibration and adjustment of moving parts to ensure the device operates properly. There shall be no limit to the number of repairs or replacements required during the warranty period to ensure that the devices operate properly.

3. PRELIMINARY INSPECTION AND MEASUREMENT

The Contractor shall inspect each catch basin included in this Contract for unsound conditions such as but not limited to: a) exterior damage, b) bent or missing protection

bars, c) damaged manholes, d) damaged face plate, e) other physical damage, f) catch basins requiring protection bars per SSPWC Standard Plan 310-3. Since these types of conditions may interfere with the installation of retrofit devices, a list of catch basins with such unsound conditions shall be submitted to the Engineer per SSPWC Subsection 3-8. The list shall also identify catch basins that, based on inspection, the Contractor determines are not suited for the type of device listed in the Catch Basin Table. Upon receipt of this information, the Engineer will substitute an appropriate device or a catch basin at a different location.

Any subsequently disclosed damage to a catch basin not included in the list submitted by the Contractor will be assumed to be the result of the Contractor's clean out or installation operations and shall be corrected at the Contractor's expense.

The dimensions shown in the List of Catch Basin Locations Table, included in Appendix D, are approximate and included for bid purposes only. The Contractor shall make detailed measurements of each catch basin, including the size and location of the connector pipe, for the proper fabrication of the devices. Improper fabrication of devices due to errors in the Contractor's measurements shall be corrected at its own expense. The Contractor shall submit written records of its measurements to the Engineer per SSPWC Subsection 3-8, prior to the fabrication of the units. The Contractor shall identify in the measurement records catch basins that, based on actual measurements, are not suited for the type of device listed in the Catch Basin Table. Upon receipt of this information, the Engineer will substitute an appropriate device or a catch basin at a different location.

4. CATCH BASIN PHOTOS

The Contractor is responsible for taking photos of each catch basin included in the list to be installed with a automatic retractable screen. Contractor shall take before cleaning, after cleaning, and after ARS installation pictures and provide a photo log of picture documentation for each catch basin. The photo log shall accurately display all three photos of each catch basin per row and accurately provide the catch basin number with said photos.

5. REMOVAL AND REINSTALLATION OF CATCH BASIN MANHOLE COVERS

The Contractor shall remove the existing manhole cover or existing grate as required to access the inside of the catch basin and shall reinstall the existing catch basin manhole cover or grate whenever the catch basin is left unattended. Screws or bolts that cannot be reused and were not damaged by the Contractor shall be replaced with new ones meeting the requirements specified in the applicable standard plans as directed by the Engineer. The furnishing and replacement of the screws or bolts, as directed by the Engineer, shall be considered as included in the prices bid for this item of work, and no separate payment will be made therefor.

The Contractor's attention is directed to the possibility that the catch basin cover screws may be frozen. It shall be the Contractor's responsibility to remove these frozen cover screws. If during their removal the catch basin covers or screws should become damaged, it shall be the Contractor's responsibility to replace them in accordance with the applicable standard plan and to redrill and tap new holes, if necessary, at no additional cost to the AGENCY. If heat is used to facilitate removal of frozen cover screws, the screws must be checked the following workday to verify that they have not refrozen. Before leaving a catch basin, the Contractor shall thoroughly clean all debris from the manhole frame and cover. When replacing the catch basin covers, the Contractor shall grease all catch basin cover screws with a high temperature thread lubricant and seal grease (Jet-Lube by Koper-Kote or equal) and shall furnish and replace any missing screws.

6. STAFF GAUGE

The Contractor shall paint a staff gauge per Los Angeles County Requirements. The staff gauge shall be located such that it is visible through the curb opening or grating of the catch basin.

7. AUTOMARTIC RETRACTABLE SCREENS (ARS)

The ARS units prevent trash and debris from entering a catch basin (CB) during dry weather and moderate storm flows by keeping the trash and debris in the street gutter for collection by street sweepers. ARS units are not allowed on catch basins (CBs) connecting to drains of less than a 4-year frequency design storm or when a sump condition exists.

Requirements: All catch basins, regardless of ownership (City or LACFCD), shall be constructed per the LACFCD requirements and shall comply with the following items.

1. The City's contractor will be required to perform a field operational test on all of the CBs in which ARS units were installed, as required in the Public Works' specifications for ARS contracts (Attachment B). Any ARS units that do not open, close, and lock closed automatically under the test conditions, shall be repaired or replaced and retested. This process shall be repeated until the failed unit passes the test.
2. The exposed ends of the CB protection bar, when removed, must be drilled out to a minimum depth of 1/4 inch and refilled with neat "Sikadur 32, Hi-Mod" or Agency approved equal. When CB protection bars are removed, each ARS unit shall be fitted with a permanent, fixed horizontal, 3/4 inch diameter solid stainless steel bar located at the same distance above the flow line as the existing protection bar. Butt welding of the protection bar will not be allowed. The new protection bar shall remain fixed when the ARS unit opens and shall not protrude beyond the projected curb face. However, the protection bar replacement will be waived when both of the following conditions are met:
 - The CB curb face height is 12 inches or less.

- The CB curb opening between the flow line and the ARS unit in the fully open position is such that a 4 inch diameter sphere cannot pass through.
3. The City shall, during storm events, patrol the locations where ARS units are installed and clear any trash lodged on the screen to allow storm flows to enter the CB.

8. ONSITE FLOWING WATER TEST

Upon completion of the installation, each ARS unit shall be manually operated to ensure that the screen and all moving parts move freely and the screen locks securely in the closed position. Units that are determined by Public Works to be malfunctioning shall be repaired or replaced at the sole expense of the Contractor.

All of the catch basins in which ARS units were installed will be tested using water supplied from a fire hydrant or water truck. The Contractor shall be responsible for providing the source of water, including written approval from the water agency if a hydrant is used. Sufficient water shall be provided to cause the ARS units to open with no other assistance as follows:

1. Sandbags shall be placed around the CB's curb opening to allow the water to pond in front of the catch basin to a depth of 3 inches, measured from the flow line of the catch basin curb opening local depression. The sandbags shall be located 5 feet upstream and downstream of the end of the local depression. Sandbags shall also be placed 7 feet from and parallel to the catch basin curb face.
2. An impermeable rigid membrane/barrier shall be placed covering the catch basin curb opening to allow the water to pond in front of the catch basin. The membrane/barrier shall be capable of sealing the catch basin curb opening without leakage so that the water ponds to the depth required.
3. Once the water reaches the depth described herein, the impermeable membrane shall be removed in one quick and continuous motion to allow the ponded water to instantaneously enter the catch basin and cause the ARS unit to open. A continuous flow of water shall be provided for at least two minutes after the initial opening of the ARS unit in sufficient quantity to maintain the device open. At the end of the two minutes, the flow of the water shall be stopped and the device shall fully close automatically prior to or immediately after the flow into the catch basin stops.
4. This process shall be successfully completed at least two consecutive times without adjustments and/or calibration between trials. 5. Any ARS unit that do not open, close, and lock closed automatically under the test conditions, described herein, shall be repaired or replaced at the sole expense of the Contractor and retested. This

process shall be repeated until the failed device passes the test at the sole expense of the Contractor.

9. MEASUREMENT AND PAYMENT

Measurement and Payment for **AUTOMATIC RETRACTABLE SCREEN INSTALLATIONS** shall be at the contract unit price bid per each **(EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in the furnishing and installation of ARS units complete and in place, including, but not limited to, all submittals; prototype testing; costs associated with the 3-year warranty; onsite testing and calibration; painting of staff gauges on the catch basin wall; furnishing and installing; and all other costs involved in the Work not specifically covered by other items of work and per LACDPW encroachment permit requirements, and no additional compensation will be allowed therefore.

Bid Item No. 5 – Cleanout Existing Catch Basins

The Contractor shall furnish all materials, equipment, tools and labor to cleanout (i.e. remove and dispose of all debris from within and around) all catch basins in which retrofit devices will be installed under this Contract to the maintenance standards specified. Cleanout shall also include the catch basin connector pipe openings and the first 6 feet thereof. The catch basin shall be clean at the time of the installation of the retrofit device. Any trash and debris that accumulates between the dates the catch basin is cleaned and the date the device will be installed shall be removed prior to installation of the device at the Contractor's expense.

Maintenance Conditions and Maintenance Standards

Following are deficiencies in maintenance conditions and their corresponding maintenance standards which shall apply to this Contract. The cleanout of each catch basin shall meet the maintenance standards listed as follows:

	Description of Maintenance Condition Deficiency	Description of Maintenance Standard
1.	Trash and debris located immediately in front of curb opening or side opening of catch basin, and on top or between metal grates of grated catch basin.	No trash and debris located immediately in front of catch basin opening, and on top or between metal grates.
2.	Vegetation growing across and/or blocking the basin opening.	No vegetation blocking catch basin opening.
3.	Trash and debris in the basin	No trash and debris within the catch basin.

4.	Trash and debris in the connector pipe opening, upstream or downstream.	No trash and debris in connector pipe opening and/or in the connector pipe for a distance of 6 feet from the opening.
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Trash and debris shall include, but is not limited to, mud, vegetation, and garbage. Upon completion of a cleanout operation at a catch basin and before leaving it, the Contractor shall sweep the top surface of the catch basin and the area 2 feet around the basin, and shall remove any trash and debris resulting from the cleanout operations. No debris is to be left at a catch basin for future pick-up.

Method of Removal

All trash and debris required to be removed from the catch basins shall be removed in a manner to be determined by the Contractor. The Contractor shall not allow any trash or debris to enter the connector pipe or main line as a result of the cleanout operations.

Debris Disposal

All trash and debris removed under this Contract shall become the property of the Contractor and shall be legally disposed of away from the basin sites. The Contractor is responsible for proper disposal of the trash and debris, including obtaining approvals from all jurisdictional agencies, as applicable. The contractor shall contact LA County Animal Care and Control for pickup and disposal of dead animals. However, the Contractor shall be responsible for removing any dead animal from inside a catch basin. The Contractor shall also be responsible for contacting and coordinating with Animal Care and Control, a list of local Animal Care and Control offices may be obtained at <http://animalcare.lacounty.gov/locationByCity.asp>.

Payment for Clean Out Existing Catch Basins shall be at the contract unit price per **Each (EA) Price** bid and shall be considered full compensation for cleaning, hauling, proper disposal of debris and all other material and labor required to properly perform the work described in the bid item and no other compensation will be allowed therefor.

APPENDIX “A”

LIST OF STANDARD PLANS

CITY OF MONTEBELLO
CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT

C.P. No. 931

LIST OF STANDARD PLANS

<u>Plan No.</u>	<u>Description</u>
<u>Standard Plans for Public Works Construction:</u>	
SPPWC 310-4	Catch Basin Face Plate Assembly and Protection Bar
<u>Los Angeles County Public Works Requirements</u>	
Revised ARS and CPS Requirements	Requirements for further detail on measurements and design of ARS and CPS Units per County standards.

APPENDIX “B”

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR)

Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

***(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) ***

APPENDIX “C”
PROJECT LABOR AGREEMENT

**AGREEMENT NO. 4202 – LOS ANGELES/ORANGE
COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL AND THE SIGNATORY CRAFT
COUNCILS AND UNIONS**



Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
Fax (213) 483-4419



May 1, 2024

City of Montebello
Attn: Kimberly Guillen,
Administration Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Project Labor Agreement between the City of Montebello and the Los Angeles/Orange Counties
Building and Trades Council

Dear Ms. Guillen,

Enclosed you will find signed fully executed Project Labor Agreement between the City of Montebello and
the Los Angeles/Orange Counties Building and Trades Council.

If you should have any questions, please call me at the Council office.

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF MONTEBELLO PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and between the City of Montebello and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every applicable contract for Project Work to be awarded by the City.

ARTICLE I **DEFINITIONS**

Section 1.1 "Agreement" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the City as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Montebello.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such

Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "City Project" or “Project Work” means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below, excluding those listed under Section 2.5 below.

Section 1.10 “Local small business enterprise” means that which is organized for profit; has a place of business in the US with a main office in Los Angeles County in the past 12 months; operates primarily within the US or makes significant contributions to the US economy through payment of taxes or use of American products, materials or labor; is independently owned and operated and is not dominant in its field on a national basis; has 15 or fewer employees and an average annual gross receipts of \$10 million or less for the last 3 years.

Section 1.11 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City’s Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City’s facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation, unless specifically excluded in the definition of a Project.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade contracts that exceed \$500,000 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed the Uniform Public Construction Cost Accounting Act (UPCCA) formal bidding threshold of \$200,000 and all subcontracts arising from these specialty contracts. In the event of an amendment to the UPCCA resulting in an increase of the formal bidding threshold established within the law, this subsection (b) shall reflect the same;

(c) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a "Proprietary Interest" in a project. For the purposes of this Article, Proprietary Interest means: Where the City owns all or part of the project site or project to be developed, has an investment in the project site or project to be developed that exceeds two-million dollars, will receive income and/or tax increments from the project that exceeds two-million dollars, provides for financing of the project, or arranges for grants to supplement project financing.

(d) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the City, Project Labor Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees

where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Materials Testers (collectively "Inspectors") are covered crafts under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Crafts. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of a Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, City or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement;

(k) Work on the Project performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action outside of the Contractor's control;

(l) Any projects to take place on the following parcels relating to the golf course area: 5267-010-908, 5267-010-907, 5267-006-901, 5267-006-900, 5267-009-901, 5267-007-900, 5267-007-901, 5267-009-900, 5267-009-902, and 5267-009-904 (see Attachment E for Parcel Map), except for projects approved under the Park Master Plan for the golf course parcels identified herein that satisfy the thresholds set forth in Section 2.2 of this Agreement that are to take place on the parcels listed herein. The Park Master Plan for the golf course parcels

identified herein is a document intended to be approved, evaluated, and considered by the City Council at a future date; and

(m) Grant funded collaborations/ formula funded projects that conflict with this agreement; and projects that have been let out for bids before the execution of this Agreement.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 and subject to the work thresholds set forth in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3 **UNION RECOGNITION AND EMPLOYMENT**

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the

foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local business enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder

of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

Section 3.6 To facilitate the dispatch of area residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When area residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process,

to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4 **UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the

Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and

state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits
Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if

any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities;
- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

- (a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;
- (b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work

with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period,

the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) David Weinberg; (6) Najeeb Khoury; and (7) Andrea Dooley. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10

REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11

SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12

APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13

PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to

commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14 **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15 **SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that

if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16

WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18

DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from January 1, 2024, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Project Labor Coordinator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated, and to be effective as of January 1, 2024.

CITY OF MONTEBELLO

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____

David N. Torres
Mayor

By: _____

Ernesto Medrano
Executive Secretary

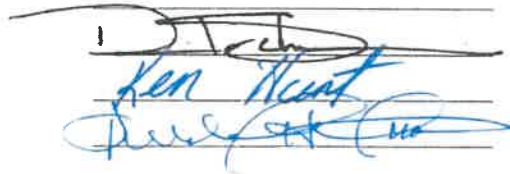
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 600)
 Electricians (Local 11)
 Elevator Constructors (Local 18)
 Guniters Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 District Council of Laborers
 Laborers (Local 300)
 Laborers (Local 1184)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers Local 78)
 Pipe Trades (Sprinkler Fitters Local 709)
 Plasterers (Local 200)
 Plaster Tenders Local (1414)
 Roofers & Waterproofers (Local 36)
 Sheet Metal Workers (Local 105)
 Teamsters (Local 986)
 Western States Regional Council of Carpenters

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 Ivan Alvaro
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 DocuSigned by:
 Josh Kaper
 7EC27DA86840A...

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
Boilermakers (Local 92)
Bricklayers & Allied Craftworkers (Local 4)
Cement Masons (Local 600)
Electricians (Local 11)
Elevator Constructors (Local 18)
Guniters (Local 345)
Iron Workers (Reinforced – Local 416)
Iron Workers (Structural – Local 433)
District Council of Laborers
Laborers (Local 300)
Laborers (Local 1184)
Operating Engineers (Local 12)
Operating Engineers (Local 12)
Operating Engineers (Local 12)
Painters & Allied Trades DC 36
Pipe Trades (Local 250)
Pipe Trades (Local 345)
Pipe Trades (Plumbers Local 78)
Pipe Trades (Sprinkler Fitters Local 709)
Plasterers (Local 200)
Plaster Tenders Local (1414)
Roofers & Waterproofers (Local 36)
Sheet Metal Workers (Local 105)
Teamsters (Local 986)
Western States Regional Council of Carpenters


Ken Hunt
President

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]

City of Montebello

1234 address

City, state, zip code

Attn: _____

Re: Project Labor Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Montebello Project Labor Agreement effective January 1, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B
LOCAL RESIDENT ZIP CODES

(TIER 1)

CITY RESIDENTS

[to be supplied by the City]

(TIER 2)

90001	90037	90082
90002	90038	90084
90003	90039	90086
90004	90040	90087
90005	90041	90088
90006	90042	90089
90007	90046	90090
90008	90048	90091
90010	90050	90093
90011	90051	90096
90012	90052	90099
90013	90053	90134
90014	90054	90201
90015	90055	90202
90016	90057	90211
90017	90058	90239
90018	90060	90240
90019	90062	90241
90020	90063	90255
90021	90065	90270
90022	90068	90280
90023	90069	90601
90026	90070	90602
90027	90071	90606
90028	90072	90607
90029	90074	90608
90030	90075	90610
90031	90076	90640
90032	90078	90660
90033	90079	90661
90036	90081	90662

90670	91123	91602
90671	91124	91603
91001	91125	91604
91003	91126	91606
91006	91129	91608
91007	91182	91609
91008	91184	91610
91009	91185	91614
91010	91188	91618
91011	91189	91702
91012	91199	91706
91016	91201	91714
91017	91202	91715
91020	91203	91716
91021	91204	91722
91023	91205	91723
91024	91206	91731
91025	91207	91732
91030	91208	91733
91031	91209	91734
91040	91210	91735
91041	91214	91744
91042	91221	91745
91043	91222	91746
91046	91224	91747
91066	91225	91754
91077	91226	91755
91101	91352	91756
91102	91353	91770
91103	91501	91771
91104	91502	91772
91105	91503	91775
91106	91504	91776
91107	91505	91778
91108	91506	91780
91109	91507	91790
91110	91508	91791
91114	91510	91793
91115	91521	91801
91116	91522	91802
91117	91523	91803
91118	91526	91804
91121	91601	91896

91899

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF MONTEBELLO CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Montebello Project Labor Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Project Labor Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ **Contact Fax:** () _____

PLEASE PROVIDE THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
LOS ANGELES/ORANGE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug testing:
 - a. The Employer may request urine samples only. The applicant or employee

shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol

pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed

medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

7. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

8. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E
Golf Course Parcel Map



APPENDIX “D”

LIST OF CATCH BASIN LOCATIONS

Total List of Catch Basin Locations

	FCD Location	Street Name	Nearest Cross Street	Address	Latitude	Longitude	CB ID No. Served by FCD	CB Owner	Existing Device	Device to be Installed	Alternative Device to be Installed	Notes
1	SWC	N WILCOX AVE	VIA DAVISO	851 N WILCOX AVE	34.030343	-118.126698	1968153	CITY	ARS	CPS	NONE	Sump condition, City-owned therefore proceed with CPS
2	NE	VIA CAMPO	N WILCOX AVE	2611 VIA CAMPO	34.032867	-118.124848	1968181	LACFCD	NONE	CPS	NONE	Grate opening, not connected to curb, ARS not possible
3	SW	W CLEVELAND AVE	N TAYLOR AVE	1315 W CLEVELAND AVE	34.013199	-118.113941	1969386	CITY	ARS	CPS	NONE	
4	REAR	RIO HONDO HORSE TRAIL	VIA LA CIENEGA	648 RIO DEL SOL AVE	34.017628	-118.087787	2022084	LACFCD	NONE	CPS	NONE	Grate opening, no curb, ARS not possible
5	NE	EAST NORTH CORNER REA PARK	ACCESS TO RIO HONDO BIKE PATH	EAST NORTH CORNER REA PARK	34.017554	-118.088178	2022085	LACFCD	NONE	CPS	NONE	Grate opening, no curb, ARS not possible
6	REAR	RIO HONDO HORSE TRAIL	VIA LA CIENEGA	712 RIO DEL SOL AVE	34.017991	-118.087264	2022211	LACFCD	NONE	CPS	NONE	Grate opening, no curb, ARS not possible
7	REAR	RIO HONDO HORSE TRAIL	RANCHO DR	752 RIO DEL SOL AVE	34.018898	-118.086035	2022212	LACFCD	NONE	CPS	NONE	Grate opening, no curb, ARS not possible
8	NE	VIA CAMPO	N GARFIELD AVE	2885 VIA CAMPO	34.032841	-118.129731	1968117	LACFCD	NONE	CPS	ARS	
9	SE	VIA CAMPO	N GARFIELD AVE	2886 VIA CAMPO	34.032683	-118.12966	1968118	LACFCD	NONE	CPS	NONE	Grate opening, not connected to curb, ARS not possible
10	NW	W OLYMPIC BLVD	S 18TH ST	1726 W OLYMPIC BLVD	34.010139	-118.121244	1969246	LACFCD	NONE	CPS	ARS	
11	NW	S VAIL AVE	W OLYMPIC BLVD	215 S VAIL AVE	34.010052	-118.120041	1969249	LACFCD	ARS	CPS	NONE	
12	SE	W MADISON AVE	5TH ST	427 W MADISON AVE	34.012922	-118.103731	1969295	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
13	SE	N 5TH ST	W MADISON AVE	244 N 5TH ST	34.012853	-118.103851	1969296	LACFCD	ARS	CPS	NONE	
14	SE	W MADISON AVE	N 6TH ST	517 W MADISON AVE	34.013135	-118.104773	1969301	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
15	NE	N 6TH ST	W MADISON AVE	300 N 6TH ST	34.013355	-118.104827	1969303	LACFCD	ARS	CPS	NONE	
16	SE	W MADISON AVE	N 7TH ST	617 W MADISON AVE	34.013362	-118.105846	1969305	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
17	SE	W MADISON AVE	N MONTEBELLO BLVD	799 W MADISON AVE	34.0135	-118.106495	1969310	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
18	NW	N SPRUCE ST	W MADISON AVE	301 N SPRUCE ST	34.014174	-118.108661	1969317	LACFCD	ARS	CPS	NONE	
19	NE	W OLYMPIC BLVD	S SPRUCE ST	834 W OLYMPIC BLVD	34.006812	-118.110702	1969350	LACFCD	NONE	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB. Grate opening, not connected to curb, ARS not possible
20	NE	W OLYMPIC BLVD	S 10TH ST	998 W OLYMPIC BLVD	34.007033	-118.111748	1969351	LACFCD	NONE	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB. Grate opening, not connected to curb, ARS not possible
21	NE	W OLYMPIC BLVD	S PARK AVE	1330 W OLYMPIC BLVD	34.00798	-118.116175	1969356	LACFCD	ARS / Trash Capture	CPS	NONE	CPS may encroach into CB opening, greater than the 4in allowable.
22	SE	W MADISON AVE	VIA MIRAMONTE	2325 W MADISON AVE	34.017772	-118.126727	1969146	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
23	SE	W MADISON AVE	N CONCOURSE AVE	2311 W MADISON AVE	34.017542	-118.125637	1969149	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
24	NE	MORRIS PL	W MADISON AVE	300 MORRIS PL	34.017533	-118.1248	1969151	LACFCD	ARS	CPS	NONE	
25	SE	W MADISON AVE	N WILCOX AVE	2183 W MADISON AVE	34.017133	-118.123732	1969157	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
26	NW	N 20TH ST	W MADISON AVE	301 N 20TH ST	34.016846	-118.121331	1969166	LACFCD	ARS	CPS	NONE	CPS may encroach into CB opening, greater than the 4in allowable, may not meet min wall clearance
27	SW	W MADISON AVE	N 18TH ST	1801 W MADISON AVE	34.016213	-118.119362	1969174	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
28	NW	N 18TH ST	W MADISON AVE	301 N 18TH ST	34.016357	-118.119234	1969176	LACFCD	ARS	CPS	NONE	CPS may encroach into CB opening, greater than the 4in allowable, may not meet min wall clearance
29	NWS	S CONCOURSE AVE	REPETTO AVE	257 S CONCOURSE AVE	34.014908	-118.126476	1969185	LACFCD	ARS	CPS	NONE	
30	NW	N 21ST ST	W WHITTER BLVD	101 N 21ST ST	34.013475	-118.123484	1969212	LACFCD	ARS	CPS	NONE	
31	NE	W WHITTER BLVD	N WILCOX AVE	2206 W WHITTER BLVD	34.013712	-118.124889	1969215	LACFCD	NONE	CPS	ARS	
32	SW	W WHITTER BLVD	S CONCOURSE AVE	2405 W WHITTER BLVD	34.014003	-118.127452	1969222	LACFCD	ARS	CPS	NONE	
33	NW	ALLSTON ST	S 22ND ST	2204 ALLSTON ST	34.012784	-118.124918	1969226	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
34	NW	N 19TH ST	MEDFORD DR	141 S 19TH ST	34.011275	-118.121915	1969239	LACFCD	ARS	CPS	NONE	
35	NW	S MAPLE AVE	W WHITTIER BOULEVARD	101 N MAPLE AVE	34.012012	-118.116628	1969372	LACFCD	ARS	CPS	NONE	CPS may encroach into CB opening, greater than the 4in allowable, may not meet min wall clearance
36	NE	N MAPLE AVE	W CLEVELAND AVE	200 N MAPLE AVE	34.013775	-118.115934	1969388	LACFCD	ARS	CPS	NONE	CPS may not meet min 4in wall clearance
37	NW	N MAPLE AVE	W CLEVELAND AVE	201 N MAPLE AVE	34.01381	-118.116082	1969390	LACFCD	NONE	CPS	ARS	
38	SCHOOLSIDE	N MAPLE AVE	W CLEVELAND AVE	199 N MAPLE AVE	34.013673	-118.116196	1969391	LACFCD	NONE	CPS	ARS	
39	NMID	W VIA CORONA	N GARFIELD AVE/N HAY ST	2644 W VIA CORONA	34.020837	-118.132978	1969495	LACFCD	ARS	CPS	NONE	Outlet is on floor, County may not allow CPS where outlet is on the floor of CB.
40	SCHOOLSIDE	N MAPLE AVE	W CLEVELAND AVE	201 N MAPLE AVE	34.01379	-118.116144	1969519	LACFCD	NONE	CPS	ARS	
41	SE	JACMAR DR	S MONTEBELLO BLVD	617 JACMAR DR	33.995829	-118.11491	1970024	LACFCD	ARS	CPS	NONE	
42	NW	S MONTEBELLO BLVD	JACMAR DR	857 S MONTEBELLO BLVD	33.996067	-118.115005	1970026	LACFCD	ARS	CPS	NONE	
43	ENS	GREENWOOD AVE	E WASHINGTON BLVD	870 GREENWOOD AVE	33.995301	-118.119109	1970077	LACFCD	NONE	CPS	NONE	Grate opening, not connected to curb, ARS not possible

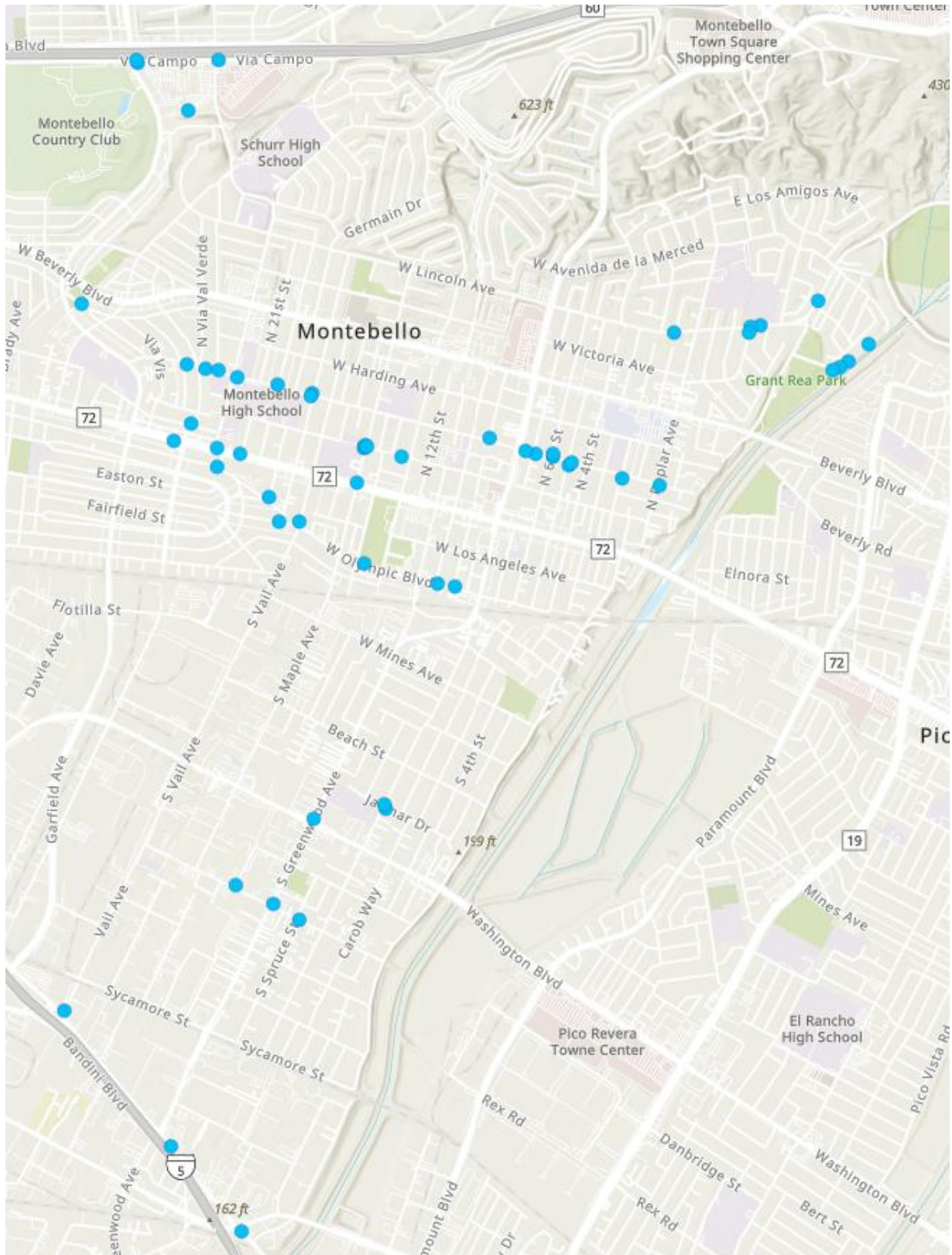
Total List of Catch Basin Locations Contd.

	FCD Location	Street Name	Nearest Cross Street	Address	Latitude	Longitude	CB ID No. Served by FCD	CB Owner	Existing Device	Device to be Installed	Alternative Device to be Installed	Reason for No CPS installation
44	NE	CHURCH RD	TELEGRAPH RD	3185 CHURCH RD	33.98585	-118.133963	1970120	LACFCD	NONE	CPS	NONE	Grate opening, not connected to curb, ARS not possible
45	NW	S TAYLOR AVE	DATE ST	1145 S TAYLOR AVE	33.992032	-118.123839	1970132	LACFCD	ARS	CPS	NONE	
46	NE	DATE ST	S SPRUCE ST	834 DATE ST	33.990392	-118.120046	1970141	LACFCD	NONE	CPS	ARS	
47	NE	GREENWOOD AVE	DATE ST	1166 GREENWOOD AVE	33.9911	-118.121546	1970143	LACFCD	ARS	CPS	NONE	
48	NEEW	TELEGRAPH RD	GREENWOOD AVE	7529 TELEGRAPH RD	33.979209	-118.127666	1971008	LACFCD	NONE	CPS	ARS	
49	NE	TELEGRAPH RD	SLAUSON AVE	7875 TELEGRAPH RD	33.975008	-118.123387	1971044	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does may allow CPS where outlet is on the floor of CB.
50	SW	LINCOLN AVE	N 1ST ST	101 LINCOLN AVE	34.019358	-118.097583	2022035	LACFCD	ARS	CPS	NONE	
51	SW	E VICTORIA AVE	LINCOLN AVE	649 E VICTORIA AVE	34.019397	-118.093183	2022052	LACFCD	NONE	CPS	ARS	CPS may encroach into CB opening, greater than the 4in allowable, steps may be in way of potential CPS and outlet
52	NW	LINCOLN AVE	E VICTORIA AVE	308 LINCOLN AVE	34.019717	-118.093079	2022055	LACFCD	ARS	CPS	NONE	
53	NMID	LINCOLN AVE	E VICTORIA AVE/N RAYWOOD AVE	320 LINCOLN AVE	34.019754	-118.092462	2022056	LACFCD	ARS	CPS	NONE	
54	ENM	LINCOLN AVE	RANCHO DR	732 LINCOLN AVE	34.020958	-118.089007	2022071	LACFCD	ARS	CPS	NONE	
55	SE	N 2ND ST	W MADISON AVE	244 N 2ND ST	34.01219	-118.100688	2022110	LACFCD	ARS	CPS	NONE	
56	SE	E MADISON AVE	POPLAR AVE	201 E MADISON AVE	34.0118	-118.09845	2022115	LACFCD	ARS	CPS	NONE	

APPENDIX “E”

MAP OF CATCH BASIN LOCATIONS

MAP OF CATCH BASIN LOCATIONS



APPENDIX “F”

PHOTOS OF CATCH BASIN LOCATIONS

PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1968153



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1968181



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969386



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022084



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022085



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022211



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022212



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1968117



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1968118



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969246



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969249



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969295



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969296



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969301



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969303



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969305



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969310



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969317



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969350



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969351



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969356



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969146



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969149



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969151



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969157



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969166



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969174



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969176



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969185



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969212



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969215



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969222



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969226



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969239



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969372



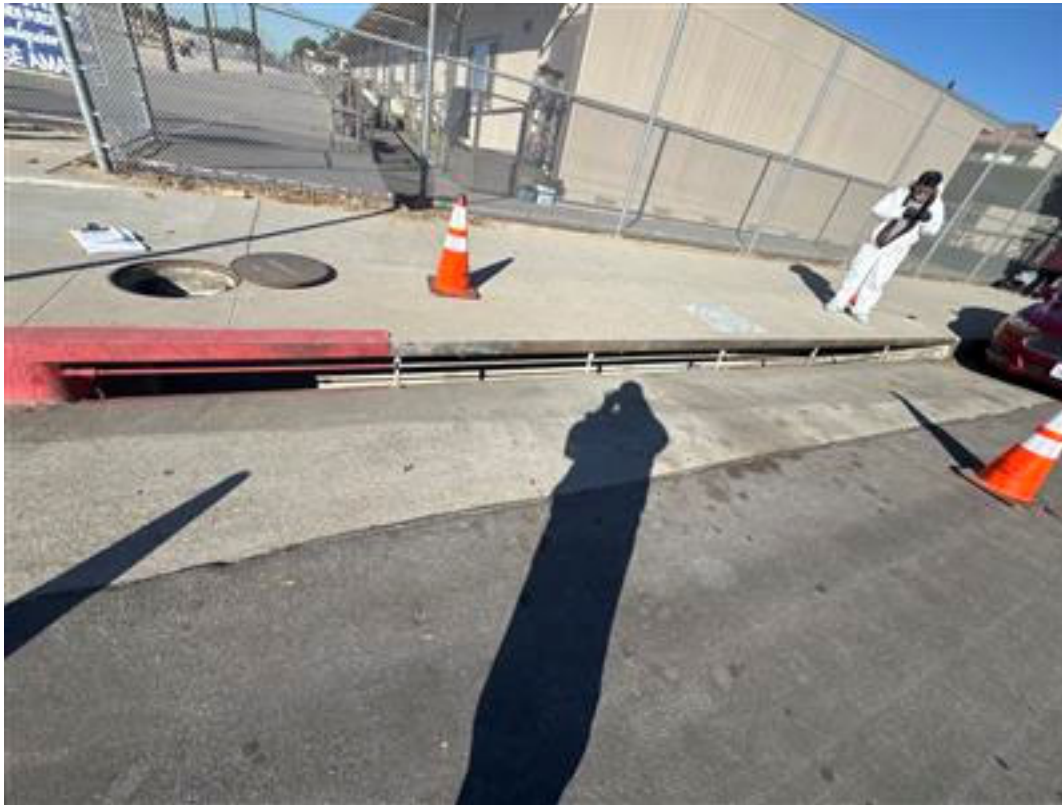
PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969388



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969390



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969391



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969495



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1969519



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1970024



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1970026



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1970077



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1970120



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1970132



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1970141



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1970143



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1971008



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 1971044



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022035



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022052



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022055



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022056



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022071



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022110



PHOTOS OF CATCH BASIN LOCATIONS

CB ID No. 2022115



ATTACHMENT B

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

From: (Public Agency): City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

(Address)

Project Title: Citywide Catch Basin Connector Pipe Screen Inserts Installation Project – CP 931

Project Applicant: City of Montebello

Project Location - Specific: 851 N WILCOX AVE, 2611 VIA CAMPO, 1546 W BEVERLY BLVD, 1927 W BEVERLY BLVD, 2200 W BEVERLY BLVD, 1315 W CLEVELAND AVE, 200 S PARK AVE, 1308 W CLEVELAND AVE, 100 S TAYLOR AVE, 451 S VAIL AVE, 450 S VAIL AVE, 1817 BLUFF RD, 648 RIO DEL SOL AVE, EAST NORTH CORNER REA PARK MIDDLE GRANT REA PARK, 712 RIO DEL SOL AVE, 752 RIO DEL SOL AVE, 2885 VIA CAMPO, 2886 VIA CAMPO, 1726 W OLYMPIC BLVD, 215 S VAIL AVE, 427 W MADISON AVE, 244 N 5TH ST, 517 W MADISON AVE, 300 N 6TH ST, 617 W MADISON AVE, 799 W MADISON AVE, 301 N SPRUCE ST, 834 W OLYMPIC BLVD, 998 W OLYMPIC BLVD, 1330 W OLYMPIC BLVD, 2325 W MADISON AVE, 2311 W MADISON AVE, 300 MORRIS PL, 2183 W MADISON AVE, 301 N 20TH ST, 1801 W MADISON AVE, 301 N 18TH ST, 257 S CONCOURSE AVE, 101 N 19TH ST, 101 N 21ST ST, 2206 W WHITTER BLVD, 2405 W WHITTER BLVD, 2204 ALLSTON ST, 141 S 19TH ST, 101 N MAPLE AVE, 200 N MAPLE AVE, 201 N MAPLE AVE, 199 N MAPLE AVE, 2644 W VIA CORONA, 201 N MAPLE AVE, 617 JACMAR DR, 857 S MONTEBELLO BLVD, 870 GREENWOOD AVE, 799 S VAIL AVE, 3185 CHURCH RD, 1145 S TAYLOR AVE, 834 DATE ST, 1166 GREENWOOD AVE, 7529 TELEGRAPH RD, 7825 TELEGRAPH RD, 7875 TELEGRAPH RD, 101 LINCOLN AVE, 649 E VICTORIA AVE, 308 LINCOLN AVE, 320 LINCOLN AVE, 732 LINCOLN AVE, 244 N 2ND ST, and 201 E MADISON AVE.

Project Location – City: Montebello

Project Locations – County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: Fabricate and install Connector Pipe Screen and Automatic Retractable Screens units on Los Angeles County's catch basins.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: Cesar Roldan, Director of Public Works

Exempt Status: **(check one)**:

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a)); Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: 15301 Class 1
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

Lead Agency

Contact Person: Cesar Roldan Area Code/Telephone/Extension: 323-887-1462

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? **Yes** No

Signature: Cesar Roldan Date: February 26, 2025 Title: Director of Public Works
Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Total List of Catch Basin Locations

LEGEND		Quantities
	INSTALL CPS	37 CPS, with Alternative 18 ARS
	INSTALL ARS (Outlet on Floor, County Does not Allow CPS)	2 ARS, No Alternative
	NO INSTALLATION (Outlet on Floor, County Does not Allow CPS)	11
	NO INSTALLATION (CPS existing)	13
	NO INSTALLATION (Other reason per County Standards)	6

	FCD Location	Street Name	Nearest Cross Street	Address	Latitude	Longitude	CB ID No. Served by FCD	CB Owner	Existing Device	Device to be Installed	Alternative Device to be Installed	Notes
1	SWC	N WILCOX AVE	VIA DAVISO	851 N WILCOX AVE	34.030343	-118.126698	1968153	CITY	ARS	NONE	NONE	Sump condition, City-owned so proceed with CPS
2	NE	VIA CAMPO	N WILCOX AVE	2611 VIA CAMPO	34.032867	-118.124848	1968181	LACFCD	NONE	CPS	ARS	
3	CH PL PS	W BEVERLY BLVD	W BEVERLY BLVD / N 16TH ST	1546 W BEVERLY BLVD	34.019487	-118.115616	1969030	CITY	CPS	NONE	NONE	Existing CPS
4	SE	W BEVERLY BLVD	N 20TH ST	1927 W BEVERLY BLVD	34.02005	-118.120028	1969089	CITY	CPS/ARS	NONE	NONE	Existing CPS
5	NW	W BEVERLY BLVD	N WILCOX AVE	2200 W BEVERLY BLVD	34.020947	-118.123253	1969103	CITY	CPS/ARS	NONE	NONE	Existing CPS
6	SW	W CLEVELAND AVE	N TAYLOR AVE	1315 W CLEVELAND AVE	34.013199	-118.113941	1969386	CITY	ARS	CPS	NONE	
7	E MID	S PARK AVE	LOS ANGELES AVE	200 S PARK AVE	34.009731	-118.116038	1969449	CITY	CPS/ARS	NONE	NONE	Existing CPS
8	N MID	W CLEVELAND AVE	N TAYLOR AVE/N NELSON PLACE	1308 W CLEVELAND AVE	34.013314	-118.113909	1969463	CITY	CPS/ARS	NONE	NONE	Existing CPS
9	SE	S TAYLOR AVE	W WHITTIER BLVD	100 S TAYLOR AVE	34.011106	-118.113942	1969487	CITY	CPS/ARS	NONE	NONE	Existing CPS
10	NW	S VAIL AVE	FERGUSON DR	451 S VAIL AVE	34.007623	-118.121371	1969492	CITY	CPS/ARS	NONE	NONE	Existing CPS
11	NE	S VAIL AVE	FERGUSON DR	450 S VAIL AVE	34.007598	-118.121214	1969493	CITY	CPS/ARS	NONE	NONE	Existing CPS
12	NW	BLUFF RD	SLAUSON AVE	1817 BLUFF RD	33.975883	-118.120157	1971113	CITY	CPS/ARS	NONE	NONE	Existing CPS
13	REAR	RIO HONDO HORSE TRAIL	VIA LA CIENEGA	648 RIO DEL SOL AVE	34.017628	-118.087787	2022084	LACFCD	NONE	CPS	ARS	
14	NE	EAST NORTH CORNER REA PARK	ACCESS TO RIO HONDO BIKE PATH	EAST NORTH CORNER REA PARK	34.017554	-118.088178	2022085	LACFCD	NONE	CPS	ARS	
15	ON-SITE	MIDDLE GRANT REA PARK	ACCESS TO RIO HONDO BIKE PATH	MIDDLE GRANT REA PARK	34.017684	-118.08893	2022086	LACFCD	CPS	NONE	NONE	Existing CPS
16	REAR	RIO HONDO HORSE TRAIL	VIA LA CIENEGA	712 RIO DEL SOL AVE	34.017991	-118.087264	2022211	LACFCD	NONE	CPS	ARS	
17	REAR	RIO HONDO HORSE TRAIL	RANCHO DR	752 RIO DEL SOL AVE	34.018898	-118.086035	2022212	LACFCD	NONE	CPS	ARS	
18	NE	VIA CAMPO	N GARFIELD AVE	2885 VIA CAMPO	34.032841	-118.129731	1968117	LACFCD	NONE	CPS	ARS	
19	SE	VIA CAMPO	N GARFIELD AVE	2886 VIA CAMPO	34.032683	-118.12966	1968118	LACFCD	NONE	CPS	ARS	
20	NW	W OLYMPIC BLVD	S 18TH ST	1726 W OLYMPIC BLVD	34.010139	-118.121244	1969246	LACFCD	NONE	CPS	ARS	
21	NW	S VAIL AVE	W OLYMPIC BLVD	215 S VAIL AVE	34.010052	-118.120041	1969249	LACFCD	ARS	CPS	NONE	
22	SE	W MADISON AVE	5TH ST	427 W MADISON AVE	34.012922	-118.103731	1969295	LACFCD	ARS	NONE	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
23	SE	N 5TH ST	W MADISON AVE	244 N 5TH ST	34.012853	-118.103851	1969296	LACFCD	ARS	CPS	NONE	
24	SE	W MADISON AVE	N 6TH ST	517 W MADISON AVE	34.013135	-118.104773	1969301	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
25	NE	N 6TH ST	W MADISON AVE	300 N 6TH ST	34.013355	-118.104827	1969303	LACFCD	ARS	CPS	NONE	
26	SE	W MADISON AVE	N 7TH ST	617 W MADISON AVE	34.013362	-118.105846	1969305	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
27	SE	W MADISON AVE	N MONTEBELLO BLVD	799 W MADISON AVE	34.0135	-118.106495	1969310	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
28	NW	N SPRUCE ST	W MADISON AVE	301 N SPRUCE ST	34.014174	-118.108661	1969317	LACFCD	ARS	CPS	NONE	
29	NE	W OLYMPIC BLVD	S SPRUCE ST	834 W OLYMPIC BLVD	34.006812	-118.110702	1969350	LACFCD	NONE	ARS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
30	NE	W OLYMPIC BLVD	S 10TH ST	998 W OLYMPIC BLVD	34.007033	-118.111748	1969351	LACFCD	NONE	ARS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
31	NE	W OLYMPIC BLVD	S PARK AVE	1330 W OLYMPIC BLVD	34.00798	-118.116175	1969356	LACFCD	ARS / Trash Capture	NONE	NONE	CPS would encroach into CB opening, greater than the 4in allowable.
32	SE	W MADISON AVE	VIA MIRAMONTE	2325 W MADISON AVE	34.017772	-118.126727	1969146	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
33	SE	W MADISON AVE	N CONCOURSE AVE	2311 W MADISON AVE	34.017542	-118.125637	1969149	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
34	NE	MORRIS PL	W MADISON AVE	300 MORRIS PL	34.017533	-118.1248	1969151	LACFCD	ARS	CPS	NONE	
35	SE	W MADISON AVE	N WILCOX AVE	2183 W MADISON AVE	34.017133	-118.123732	1969157	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
36	NW	N 20TH ST	W MADISON AVE	301 N 20TH ST	34.016846	-118.121331	1969166	LACFCD	ARS	NONE	NONE	CPS would encroach into CB opening, greater than the 4in allowable, does not meet min wall clearance
37	SW	W MADISON AVE	N 18TH ST	1801 W MADISON AVE	34.016213	-118.119362	1969174	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
38	NW	N 18TH ST	W MADISON AVE	301 N 18TH ST	34.016357	-118.119234	1969176	LACFCD	ARS	NONE	NONE	CPS would encroach into CB opening, greater than the 4in allowable, does not meet min wall clearance
39	NWS	S CONCOURSE AVE	REPETTO AVE	257 S CONCOURSE AVE	34.014908	-118.126476	1969185	LACFCD	ARS	CPS	NONE	
40	NW	N 19TH ST	W WHITTER BLVD	101 N 19TH ST	34.013004	-118.121383	1969207	LACFCD	CPS/ARS	NONE	NONE	Existing CPS
41	NW	N 21ST ST	W WHITTER BLVD	101 N 21ST ST	34.013475	-118.123484	1969212	LACFCD	ARS	CPS	NONE	
42	NE	W WHITTER BLVD	N WILCOX AVE	2206 W WHITTER BLVD	34.013712	-118.124889	1969215	LACFCD	NONE	CPS	ARS	
43	SW	W WHITTER BLVD	S CONCOURSE AVE	2405 W WHITTER BLVD	34.014003	-118.127452	1969222	LACFCD	ARS	CPS	NONE	

Total List of Catch Basin Locations Contd.

	FCD Location	Street Name	Nearest Cross Street	Address	Latitude	Longitude	CB ID No. Served by FCD	CB Owner	Existing Device	Device to be Installed	Alternative Device to be Installed	Reason for No CPS installation
44	NW	ALLSTON ST	S 22ND ST	2204 ALLSTON ST	34.012784	-118.124918	1969226	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
45	NW	N 19TH ST	MEDFORD DR	141 S 19TH ST	34.011275	-118.121915	1969239	LACFCD	ARS	CPS	NONE	
46	NW	S MAPLE AVE	W WHITTIER BOULEVARD	101 N MAPLE AVE	34.012012	-118.116628	1969372	LACFCD	ARS	NONE	NONE	CPS would encroach into CB opening, greater than the 4in allowable, does not meet min wall clearance
47	NE	N MAPLE AVE	W CLEVELAND AVE	200 N MAPLE AVE	34.013775	-118.115934	1969388	LACFCD	ARS	NONE	NONE	CPS would not meet min 4in wall clearance
48	NW	N MAPLE AVE	W CLEVELAND AVE	201 N MAPLE AVE	34.01381	-118.116082	1969390	LACFCD	NONE	CPS	ARS	
49	SCHOOLSIDE	N MAPLE AVE	W CLEVELAND AVE	199 N MAPLE AVE	34.013673	-118.116196	1969391	LACFCD	NONE	CPS	ARS	
50	NMID	W VIA CORONA	N GARFIELD AVE/N HAY ST	2644 W VIA CORONA	34.020837	-118.132978	1969495	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
51	SCHOOLSIDE	N MAPLE AVE	W CLEVELAND AVE	201 N MAPLE AVE	34.01379	-118.116144	1969519	LACFCD	NONE	CPS	ARS	
52	SE	JACMAR DR	S MONTEBELLO BLVD	617 JACMAR DR	33.995829	-118.11491	1970024	LACFCD	ARS	CPS	NONE	
53	NW	S MONTEBELLO BLVD	JACMAR DR	857 S MONTEBELLO BLVD	33.996067	-118.115005	1970026	LACFCD	ARS	CPS	NONE	
54	ENS	GREENWOOD AVE	E WASHINGTON BLVD	870 GREENWOOD AVE	33.995301	-118.119109	1970077	LACFCD	NONE	CPS	ARS	
55	NW	S VAIL AVE	BEACH ST	799 S VAIL AVE	34.002459	-118.124448	1970090	CITY	CPS/ARS	NONE	NONE	Existing CPS
56	NE	CHURCH RD	TELEGRAPH RD	3185 CHURCH RD	33.98585	-118.133963	1970120	LACFCD	NONE	CPS	ARS	
57	NW	S TAYLOR AVE	DATE ST	1145 S TAYLOR AVE	33.992032	-118.123839	1970132	LACFCD	ARS	CPS	NONE	
58	NE	DATE ST	S SPRUCE ST	834 DATE ST	33.990392	-118.120046	1970141	LACFCD	NONE	CPS	ARS	
59	NE	GREENWOOD AVE	DATE ST	1166 GREENWOOD AVE	33.9911	-118.121546	1970143	LACFCD	ARS	CPS	NONE	
60	NEEW	TELEGRAPH RD	GREENWOOD AVE	7529 TELEGRAPH RD	33.979209	-118.127666	1971008	LACFCD	NONE	CPS	ARS	
61	NWW	TELEGRAPH RD	SLAUSON AVE	7825 TELEGRAPH RD	33.97544	-118.123861	1971034	LACFCD	CPS/ARS	NONE	NONE	Existing CPS
62	NE	TELEGRAPH RD	SLAUSON AVE	7875 TELEGRAPH RD	33.975008	-118.123387	1971044	LACFCD	ARS	CPS	NONE	Outlet is on floor, County does not allow CPS where outlet is on the floor of CB.
63	SW	LINCOLN AVE	N 1ST ST	101 LINCOLN AVE	34.019358	-118.097583	2022035	LACFCD	ARS	CPS	NONE	
64	SW	E VICTORIA AVE	LINCOLN AVE	649 E VICTORIA AVE	34.019397	-118.093183	2022052	LACFCD	NONE	NONE	NONE	CPS would encroach into CB opening, greater than the 4in allowable, steps are in way of potential CPS and outlet
65	NW	LINCOLN AVE	E VICTORIA AVE	308 LINCOLN AVE	34.019717	-118.093079	2022055	LACFCD	ARS	CPS	NONE	
66	NMID	LINCOLN AVE	E VICTORIA AVE/N RAYWOOD AVE	320 LINCOLN AVE	34.019754	-118.092462	2022056	LACFCD	ARS	CPS	NONE	
67	ENM	LINCOLN AVE	RANCHO DR	732 LINCOLN AVE	34.020958	-118.089007	2022071	LACFCD	ARS	CPS	NONE	
68	SE	N 2ND ST	W MADISON AVE	244 N 2ND ST	34.01219	-118.100688	2022110	LACFCD	ARS	CPS	NONE	
69	SE	E MADISON AVE	POPLAR AVE	201 E MADISON AVE	34.0118	-118.09845	2022115	LACFCD	ARS	CPS	NONE	



ITEM # 8

**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 THE MONTEBELLO CITY PARK BASEBALL FIELD
RENOVATION PROJECT (CP NO. 928) – NOTICE OF COMPLETION**

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Montebello City Park Baseball Field Renovation Project (CP No. 928) as completed by California Landscape & Design; and
2. Approve the final contract amount with California Landscape & Design for the construction of the Project in the amount of \$969,068 including change orders; and
3. Approve the Final Total Project Budget (Attachment A); and
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and
5. Authorize the release of the retention payment of \$48,453 due to California Landscape & Design following the mandatory waiting period from the date the Notice of Completion is recorded; and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget (Attachment A) includes the City Council's previously approved budget amount of \$839,876 for California Landscape & Design and outlines the total project expenditures of \$969,068 -- which includes Change Orders #1 through #5. While the additional work exceeded the initial budget, it was necessary to address critical issues discovered once the project commenced.

The deteriorating twelve-foot chain-link fence was replaced to enhance and ensure safety

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during recreational use. The brittle irrigation system, which was leaking and lacked sufficient pressure to maintain the field, required replacement and repairs. Additionally, the existing concrete had to be demolished and poured to ensure compliance with the Americans with Disabilities Act (ADA). Lastly, chain-link fence gates were added to the baseball field dugouts for security.

To fund the project, staff allocated \$451,150 in Measure A funds (Account No. 221-70-720-6040.10, Measure A Local Parks & Recreation, Park Maintenance, Other Contract Services), \$100,000 in Transportation Development Act (TDA) funds (Account No. 223-99-7116, TDA Article 3, Improvements Other Than Building), and \$288,725 in General Fund appropriations (Account No. 100-70-710-6040.10, General Fund, Parks & Recreation, Other Contract Services) -- \$839,876 in total funding. The change orders required an additional \$129,192 in funding to complete the project. Staff identified \$79,192 in additional Measure A funding and \$50,000 in General Fund appropriations to realize the closeout of the Montebello City Park Baseball Field Renovation Project (Attachment A). A budget amendment will not be required as staff had already allocated funds in the Fiscal Year 2024-25 budget that will not be spent and can be allocated to this project.

BACKGROUND/DISCUSSION:

On September 11, 2024, the City Council approved a \$799,882 construction contract with California Landscape & Design. Additionally, City Council authorized the Director of Public Works to review and approve change orders within a 5% contingency (\$39,994), bringing the total not-to-exceed project budget to \$839,876 for the Montebello City Park Baseball Field Renovation Project (CP No. 928). As described above, additional change orders brought the total project cost to \$969,068.

This project enhances safety and accessibility at the Montebello City Park baseball field through vital improvements. It revitalized the area by renovating the infield and outfield surfaces and replacing the dugouts, bleachers, irrigation systems, and fencing. The project was deemed to be substantially completed on February 18, 2025. The Construction Manager who was overseeing and inspecting the project determined that the project was completed satisfactorily and in compliance with the contract specifications.

It is recommended that the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the Los Angeles County Recorder's Office. Thirty-five (35) days after the recordation of the Notice of Completion by the LA County Recorder's Office, the City will release all applicable bonds and the retention if no Stop Notices are filed.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council accept the Project as completed, approve the final Project budget and expenditures totaling \$969,068 (including change orders), authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to California Landscape & Design following the mandatory thirty-five (35) day waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Final Project Budget
2. Attachment B - Notice of Completion

Montebello City Park Baseball Field Renovation (CP 928) Final Project Budget

Project Expenses	Final Cost
Invoice No. 1	\$ 184,000.75
Invoice No. 2 (Includes Construction Change Orders No. 1 & 2)	\$ 151,389.67
Invoice No. 3	\$ 199,814.45
Invoice No. 4 (Includes Construction Change Order No. 3 & Partial Construction Change Order No. 4)	\$ 295,066.71
Invoice No. 5 (Includes Partial Construction Change Order No. 4 & Construction Change Order No. 5)	\$ 90,342.84
Construction Change Order No.1- \$26,000.00 (Installation of Irrigation Mainline)	\$ 175,986.31
Construction Change Order No.2- \$24,797.80 (Demolition & Installation of ADA Concrete)	
Construction Change Order No.3- \$10,749.05 (Installation of Concrete Curb to hide footings)	
Construction Change Order No.4- \$101,283.46 (Removal & Replacement of 12' Chain Fence)	
Construction Change Order No.5- \$13,156.00 (Added Chain-Link Gates to Dugout for Security)	
Rention Payment	\$ 48,453.39
Total Project Cost:	\$ 969,067.81

Project Funding	Budget Amount
Original Construction Contract (California Landscape & Design) - Awarded 9/11/24 City Council Meeting	\$ 799,882.00
Construction Contingency 5% - Awarded 9/11/24 City Council Meeting	\$ 39,994.00
Total Project Budget:	\$ 839,876

Project Deficit: \$ (129,191.81)

Note: There is a project deficit of \$129,191.81, staff identified funding from 221-70-720-6040.10 (Measure A, Local Parks & Recreation Park Maintenance Contract) for \$79,191.81 and 100-70-700-6040.10 (General, Parks & Recreation, Contract Services Outside Contracts) for \$50,000 to cover the deficit. Staff will work on a Change Purchase Order to include these funds to close out the project.

CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TONAME CITY OF MONTEBELLO
CITY CLERKSTREET 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 February 18, 2025. The general scope of work consisted of renovating the infield and outfield surfaces and replacing the dugouts, bleachers, irrigation systems, outfield turf, and fencing.

8. The name of the contractor, if any, for such work of improvement was California Landscape & Design.

September 11, 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: **Montebello City Park Baseball Field Renovation Project (CP 928)**

Director of Public Works / City of Montebello

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

VERIFICATIONI, 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 , 2025 at City of Montebello, Montebello, CA

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The “owner” who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words “A work of improvement” from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., “The foundations for the improvements”); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor’s name need be given if there is no general contractor, e.g., on so-called “owner-builder jobs.”

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form’s fitness for your purpose.



ITEM # 9

**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: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICE AGREEMENT NO. 4180 WITH KIMLEY-HORN AND ASSOCIATES, INC. TO EXTEND THE COMPLETION DATE FOR BUS STOP IMPROVEMENT PROJECT CONSULTING SERVICES

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4180 (Agreement No. 4180) with Kimley-Horn and Associates, Inc. (Kimley-Horn & Assoc.), to extend the completion date for Bus Stop Improvement Project (BSIP) Consulting Services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello (City); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended actions do not have a fiscal impact.

BACKGROUND/DISCUSSION:

On February 28, 2024, the City entered into Agreement No. 4180 (Attachment A) with Kimley-Horn & Assoc. to provide the City with Bus Stop Improvement Project (BSIP) Consulting Services. Kimley-Horn & Assoc. is providing an in-depth analysis of Montebello Bus Lines' (MBL) bus stop infrastructure. This entails conducting a comprehensive survey and inventory of all bus stops within MBL's transit system, while also providing design and amenity recommendations for potential improvements and

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

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associated costs.

The agreement's initial term was for one (1) year, ending February 28, 2025. The BSIP includes a comprehensive summary of existing amenity conditions, Title VI methodology, and a demographic analysis across MBL's system. It also features several custom bus stop typologies, and a section recommending amenity improvements based on the consultant's analysis. Kimley-Horn & Assoc. structured the project around five (5) key tasks, each marking significant milestones within the project, as follows:

- Task 1: Bus Shelter Inventory
- Task 2: Design Recommendations
- Task 3: Amenity Recommendations
- Task 4: Bus Stop Assessment for BSIP
- Task 5: Plan and Design Development for Construction

Kimley-Horn & Assoc. provided the City with exceptional service throughout this period. Over the past year, they have completed Tasks 1 – 2, and portions of Task 3. Task 1 consisted of providing MBL with an existing conditions assessment, and analyzing and categorizing current bus stops. This information was placed into a Geographic Information System (GIS) to better visualize and manage the data gathered by field surveyors. Task 2 involved utilizing the data from Task 1 to develop bus stop design standards that integrate into the current fixed route system. Currently, the consultant is working on Task 3, which will offer citywide bus stop enhancement recommendations tailored to each individual stop.

On February 4, 2025, Kimberly-Horn & Assoc. requested a no-cost contract extension (Attachment B) to properly execute the remaining tasks. This will ensure that MBL has a cemented bus shelter build-out plan in place that keeps MBL dedicated to providing superior transportation services. It is recommended that the City Council approve Amendment No. 1 (Attachment C) to Agreement No. 4180. Amendment No. 1 will exercise the option to extend the agreement for an additional four (4) months from February 28, 2025, to June 30, 2025, and ensure the continuity of service for BSIP Consulting Services.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve Amendment No. 1 to Agreement No. 4180 with Kimley-Horn & Assoc., to extend the completion date for BSIP Consulting Services

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

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to June 30, 2025; authorize the City Manager and/or his designee to execute Amendment No. 1 on the City's behalf; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 4180 with Kimley Horn & Assoc.
2. Attachment B – Kimberly Horn & Assoc. Contract Extension Request
3. Attachment C – Amendment No. 1 to Agreement No. 4180

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4180
WITH KIMLEY-HORN AND ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **February 28, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Kimley-Horn and Associates, Inc., an out of state corporation registered to do business in California (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide a detailed analysis of the entire MBL bus stop infrastructure by conducting a comprehensive survey and inventory of all bus stops within and beyond the City's jurisdiction, while also providing design and amenity recommendations for potential improvements, including associated costs.; 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 October 26, 2023 ("RFP No. 24-7"), as such is set forth fully in **Exhibit "A,"** attached 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. 24-7, attached hereto as **Exhibit "A."**
- c. CONTRACTOR'S Proposal to RFP No. 24-7 dated December 21, 2023, attached hereto as **Exhibit "B"**.
- d. CONTRACTOR'S "Best and Final Offer" to RFP No. 24-7 dated February 1, 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. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 24-7 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 Sixty-Nine Thousand Nine Hundred Ninety-Six Dollars (\$169,996)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. 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 **February 28, 2024**, and shall terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **February 28, 2025** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein..

SECTION 4. PERFORMANCE.

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

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

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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.

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.

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 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.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4180

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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.

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: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

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 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.

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: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
akendricks@cityofmontebello.com

If to Contractor: Kimley-Horn and Associates, Inc
Attn: Gregory S. Kyle, AICP, Senior Vice President
660 South Figueroa Street, Suite 2050
Los Angeles, CA 90017
(213)-261-4109
Greg.kyle@kimley-horn.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

PROFESSIONAL SERVICES AGREEMENT NO. 4180

Page 12 of 13

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. 4180

Page 13 of 13

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

("CITY")

("CONTRACTOR")

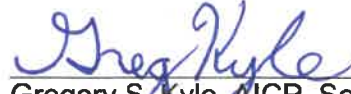
CITY OF MONTEBELLO, a California
municipal corporation

**KIMLEY-HORN AND ASSOCIATES,
INC**

**KHACA
37**



Raul Alvarez, City Manager



Gregory S. Kyle, AICP, Senior Vice
President

Date: 3/19/24

Date: 3/14/24

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 24-7
- Exhibit B – Contractor's Proposal to RFP No. 24-7 dated December, 21, 2023
- Exhibit C – Contractor's "Best and Final Offer" to RFP No. 24-7 dated February 1, 2024

Exhibit “A”
RFP No. 24-7

Exhibit “B”

**CONTRACTOR’S PROPOSAL TO
RFP NO. 24-7 DATED DECEMBER, 21, 2023**

Exhibit "C"

**CONTRACTOR'S "BEST AND FINAL OFFER" TO
RFP NO. 24-7 DATED FEBRUARY 1, 2024**



February 4, 2025

TO: Alfredo Machuca
Montebello Bus Lines (MBL)
400 S. Taylor St
Montebello, CA 90640

FROM: John Jackson IV, AICP
Kimley-Horn
660 S. Figueroa St., Suite 2050
Los Angeles, CA 90017

RE: Montebello Bus Lines Bus Stop Improvement Plan, Contract Extension Amendment

Dear Mr. Machuca,

We are writing to request a no-cost contract extension amendment for the Montebello Bus Lines Bus Stop Improvement Plan (Contract Order # 4180). The reason for this request is to allow more time to complete the agreed upon scope of work due to unforeseen delays in the project schedule. Kimley-Horn is proposing extending the contract's end date to June 30, 2025. Below is the schedule breakdown.

SCHEDULE CHANGES

Current

Task #	Task/Subtask/Deliverables	2024											
		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	
0	Project Management												
0.1	Kickoff Meeting	★											
0.2	Progress Reports/Invoices												
0.3	Bi-Weekly Meetings												
1	Bus Shelter Inventory												
1.1	Bus Shelter Inventory and GIS Mapping												
1.2	Bus Stop Inventory and Existing Conditions Technical Memo												
2	Design Recommendations												
2.1	Bus Stop Design Recommendations												
3	Amenity Recommendations												
3.1	Bus Stop Assessment and Improvement Technical Memo												
4	Bus Stop Assessment for Bus Stop Improvement												
4.1	Bus Stop Assessment and Improvement Technical Memo												
5	Plan and Design of Development Phase/RFP Creation												
5.1	Draft Bus Stop Plan and Design RFP												
5.2	Final Bus Stop Plan and Design RFP												

Proposed Remaining Schedule

Task	Start Date	Due Date
4. Bus Stop Assessment for Bus Stop Improvement	2/14/25	3/30/25
4.1 Bus Stop Assessment and Improvement Technical Memo	2/14/25	3/30/25
5. Plan and Design of Development Phase/RFP Creation	4/1/25	5/31/25
5.1 Draft Bus Stop Plan and Design RFP	4/1/25	5/1/25
5.2 Final Bus Stop Plan and Design RFP	5/1/25	5/20/25

CLOSURE

If you approve the requested contract extension, please have an authorized person sign this Agreement below and return to us. We will commence completing the services after we have received a fully executed agreement.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



John Jackson IV, AICP
Project Manager
2/4/2025



Gregory S. Kyle, AICP
Senior Vice President
2/4/2025

Montebello Bus Lines

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

**CITY OF MONTEBELLO
AMENDMENT NO. 1
TO AGREEMENT NO. 4180
WITH KIMLEY-HORN AND ASSOCIATES, INC.**

This Amendment No. 1 to Agreement No. 4180 ("Amendment No. 1") is made and entered into as of the 26th day of February 2025 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("City"), and Kimley-Horn and Associates, Inc., an out of state corporation registered to do business in California, ("Contractor"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, City and Contractor are Parties to that certain Contract Agreement No. 4180 to provide a detailed analysis of the entire MBL bus stop infrastructure by conducting a comprehensive survey and inventory of all bus stops within and beyond the City's jurisdiction, while also providing design and amenity recommendations for potential improvements, including associated costs with an "Effective Date" of February 28, 2024 ("Agreement"), pursuant to which City contracted with Contractor to provide services as defined in the Agreement; and

WHEREAS, on February 4th, 2025, Contractor submitted a formal Completion Date Extension Request (Exhibit A), to properly execute the remaining tasks; and

WHEREAS, Section 3 ("Term"); the Parties each being mutually satisfied with the other's performance thereof, hereby desire to extend the term of the Agreement to, and including, June 30th, 2025, as authorized by Section 3 of the Agreement; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

AMENDMENT NO. 1 TO AGREEMENT NO. 4180

Page 2 of 2

SECTION 2. EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of the Agreement from February 28, 2025, to June 30, 2025, as authorized under Section 3 of the Agreement.

SECTION 3. INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Agreement No. 4180 to provide a detailed analysis of the entire MBL bus stop infrastructure by conducting a comprehensive survey and inventory of all bus stops within and beyond the City's jurisdiction, while also providing design and amenity recommendations for potential improvements, including associated costs as of the day and year first above written.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO, a California
municipal corporation

Kimley-Horn and Associates, Inc

By: _____
Raul Alvarez, City Manager

By: _____
Gregory S. Kyle, AICP,
Senior Vice President

ATTEST:

APPROVED AS TO FORM:

By: _____
Christopher Jimenez, City Clerk

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

Exhibit "A"

CONTRACTOR'S COMPLETION DATE EXTENSION REQUEST



February 4, 2025

TO: Alfredo Machuca
Montebello Bus Lines (MBL)
400 S. Taylor St
Montebello, CA 90640

FROM: John Jackson IV, AICP
Kimley-Horn
660 S. Figueroa St., Suite 2050
Los Angeles, CA 90017

RE: Montebello Bus Lines Bus Stop Improvement Plan, Contract Extension Amendment

Dear Mr. Machuca,

We are writing to request a no-cost contract extension amendment for the Montebello Bus Lines Bus Stop Improvement Plan (Contract Order # 4180). The reason for this request is to allow more time to complete the agreed upon scope of work due to unforeseen delays in the project schedule. Kimley-Horn is proposing extending the contract's end date to June 30, 2025. Below is the schedule breakdown.

SCHEDULE CHANGES

Current

Task #	Task/Subtask/Deliverables	2024											
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0.1	Kickoff Meeting	★											
0.2	Progress Reports/Invoices												
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1	Bus Shelter Inventory												
1.1	Bus Shelter Inventory and GIS Mapping												
1.2	Bus Stop Inventory and Existing Conditions Technical Memo												
2	Design Recommendations												
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5	Plan and Design of Development Phase/RFP Creation												
5.1	Draft Bus Stop Plan and Design RFP												
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Proposed Remaining Schedule

Task	Start Date	Due Date
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4.1 Bus Stop Assessment and Improvement Technical Memo	2/14/25	3/30/25
5. Plan and Design of Development Phase/RFP Creation	4/1/25	5/31/25
5.1 Draft Bus Stop Plan and Design RFP	4/1/25	5/1/25
5.2 Final Bus Stop Plan and Design RFP	5/1/25	5/20/25



CLOSURE

If you approve the requested contract extension, please have an authorized person sign this Agreement below and return to us. We will commence completing the services after we have received a fully executed agreement.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

John Jackson IV, AICP
Project Manager
2/4/2025

Gregory S. Kyle, AICP
Senior Vice President
2/4/2025

Montebello Bus Lines

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE OUTDOOR RECREATION LEGACY PARTNERSHIP GRANT PROGRAM

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize submission of an application for the Outdoor Recreation Legacy Partnership Grant Program; and
2. Authorize the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably-necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Outdoor Recreation Legacy Partnership ("ORLP") Grant Program is made available through the National Park Service. Round 8 of the program is currently accepting applications for park acquisition, park development, or park renovations. The City of Montebello would be required to provide a funding match amount of 50% of the total project cost. Staff is estimating the cost of the project to be \$1,000,000, thus requiring a possible City match of at least \$500,000. All non-federal (state, local, or private) sources are eligible for matching funds. Staff plan to maximize the usage of the City's Measure A Annual Allocation funds towards the required match -- with the possibility that all \$500,000 in matching funds could come from Measure A. The goal of finding matching funds will be to utilize a funding source other than the General Fund. Staff will return with a detailed plan to fund the required match and/or request to amend the budget if the grant application is successful.

BACKGROUND/DISCUSSION:

The ORLP Grant Program was established in 2014 and is funded through the Land and Water Conservation Fund. The program is administered through the National Park Service and involves two competitive layers. First, the California Department of Parks and Recreation's Office of Grants and Local Services ("OGALS") competitively reviews applications. Second, OGALS forwards selected applications to the National Park Service to compete in the nationwide competition.

The ORLP Grant Program aims to provide grant assistance to help economically disadvantaged urban communities with limited access to publicly available, close-by, outdoor recreation. ORLP funds can be used for the acquisition or development of new parks, or substantial renovations of an existing park.

Staff is proposing improvements to Reggie Rodriguez Park. Reggie Rodriguez Park is located in a census tract that is identified as a disadvantaged community by CalEPA's SB 535 Disadvantaged Communities tool. Therefore, the location qualifies as an eligible project for this grant program. The project proposal will include installation of a multi-purpose baseball and soccer field on the east side of the park in addition to renovation of existing basketball courts to allow for multi-purpose sports courts. Proposed improvements will additionally include lighting, irrigation, and landscaping.

The Reggie Rodriguez Park Specific Plan was developed as a part of the City's Parks Master Plan. The Specific Plan was developed utilizing community input and includes the recommendation to install a multi-purpose baseball and soccer field. There are currently no designated soccer fields at Reggie Rodriguez Park. The proposed project will allow for growth of current City programs and better accommodate the needs of the Community's Youth Sports Organizations.

Public outreach meetings and surveys completed for the Reggie Rodriguez Park Specific Plan as part of the Park Master Plan process fulfill the requirements of the grant for community outreach and improve the City's chances of being awarded this grant. The development of the Parks Master Plan and Specific Plan included outreach in the form of stakeholder/user group interviews, workshops, and surveys. Four virtual workshops were held, with one workshop focusing specifically on the Specific Plan development. Additionally, a statistically valid survey was mailed out to Montebello residents, an amenities survey was made available online to the public, and a survey specifically for Reggie Rodriguez Park was made available online to the public. Feedback received from all outreach efforts was taken into consideration for the development of the Reggie Rodriguez Park Site Specific Plan which makes recommendations to install a multi-purpose baseball and soccer field, as well as renovation of the existing basketball courts.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council authorize the submission of an application for the Outdoor Recreation Legacy Partnership Grant Program and authorize the Director of Recreation and Community Services to conduct negotiations and execute and submit all documents reasonably-necessary on behalf of the City to complete the awarded project.

ATTACHMENT(S)

None



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

**SUBJECT: AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE LA84
FOUNDATION GRANT PROGRAM**

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the submission of an application for the LA84 Foundation Grant Program on behalf of the City of Montebello; and
2. Authorize the Director of Recreation and Community Services to conduct all negotiations and execute and submit documents reasonably-necessary for the completion of the awarded program; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The LA84 Foundation currently has a competitive grant opportunity for learn to swim programming. The City of Montebello could potentially receive up to \$15,000 in funding for the City's aquatics program. The grant does not require any matching funds and would provide registration discounts for swimming lessons to the community.

BACKGROUND/DISCUSSION:

The LA84 Foundation aims to provide every Southern California child the opportunity to learn to swim. The goal of the program is to partner with swim lesson providers and water safety advocates across Southern California to support swimming lessons and educate children and their families on the importance of water safety and the value of learning to swim. The grants being offered are intended to augment existing programming.

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

Page 2 of 2

The City currently offers aquatics programming in the summer months at the George Hensel Aquatic Center. This includes swim lessons which are offered to all ages at varying skill levels. Lessons are available for morning and evening sessions. Through grant funding, the City aims to make swim lessons more easily accessible to the community by providing Level 1 and Level 2 swim lessons at a discounted rate of \$25.00. Swim lessons are normally offered for a rate of \$50.00.

In 2023, the City received \$7,500 in grant funding from the LA84 Foundation. These funds provided 300 registration discounts to swim lesson participants. In 2024, the City received \$10,000 in grant funding and provided 400 registration discounts to swim lesson participants. For the 2025 summer season, the City plans to request \$15,000 in grant funding from the LA84 Foundation. This would potentially provide 600 registration discounts.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council authorize the submission of an application for the LA84 Foundation Grant Program and authorize the Director of Recreation and Community Services to conduct negotiations and execute and submit all documents reasonably-necessary on behalf of the City to complete the awarded project.

ATTACHMENT(S)

None



ITEM # 12

**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: **APPROVE INCREASING THE TOTAL NOT-TO-EXCEED AMOUNT FOR
BLANKET PURCHASE ORDERS ESTABLISHED WITH WAYNE
ELECTRIC COMPANY, AFTERMARKET PARTS COMPANY, LLC, AND
DARTCO TRANSMISSION SALES & SERVICES INC**

DATE: February 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve an increase to the total not-to-exceed amount, from \$60,000 to \$80,000, for a blanket purchase order (PO) with Wayne Electric Company (Wayne Electric), to purchase maintenance-related bus parts, for Fiscal Year 2024-25; and
2. Approve an increase to the total not-to-exceed-amount, from \$200,000 to \$385,000, for a blanket PO with Aftermarket Parts Company, LLC (Aftermarket Parts), to purchase maintenance-related bus parts, for FY 2024-25; and
3. Approve an increase to the total not-to-exceed-amount, from \$49,000 to \$70,000, for a blanket PO with Dartco Transmission Sales and Service inc. (Dartco), to purchase maintenance-related bus parts, for FY 2024-2025; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Sufficient funds are appropriated in the Transit Department's Fiscal Year 2024-25 adopted operating budget. Therefore, a budget amendment is not required as part of the recommended actions to increase not-to-exceed amounts for various blanket purchase orders. The table below details the allocated amounts and corresponding accounts for the purchase orders:

CITY COUNCIL AGENDA REPORT - MEETING OF FEBRUARY 26, 2025

Page 2 of 3

Allocated Amounts and Accounts

Vendor	P.O No.	Approved Amount	Proposed Increase	Expense Account	New Amount
Wayne Electric	2025-131	\$60,000	\$20,000	600-90-915-6080.50	\$80,000
Aftermarket Parts	2025-127	\$200,000	\$185,000	270-9045-2022-050-6080.50	\$385,000
Dartco	2025-194	\$49,000	\$21,000	600-90-915-6080.50	\$70,000

BACKGROUND/DISCUSSION:

On July 24, 2024, the City Council approved establishing blanket purchase orders (PO) with Wayne Electric and Aftermarket Parts (Attachment A). These PO's were established in accordance with Montebello Municipal Code (MMC) Section 3.20.050 – Conformance with bidding procedures, which outlines exceptions to the standard bidding and procurement procedures. Wayne Electric and Aftermarket Parts have been identified as direct or subcontracted suppliers of specific maintenance-related, original equipment manufacturer (OEM) parts, compatible with the Montebello Bus Lines' (MBL) fleet of transit buses. In addition, staff conducted an informal quote process for bus transmissions to establish a blanket PO with Dartco under the City Manager's purchasing authority (Attachment B).

Purchases from these vendors include, but are not limited to, maintenance-related parts as follows:

- **Wayne Electric Company:** EMP alternators, air conditioning compressors, toggle switches, fan drivers, farebox motors, pumps, and filters
- **Aftermarket Parts:** headlights, fan control modules, clamps, windshield wipers, coolants, airbags, clutches, stabilizers, and thrust washers.
- **Dartco:** bus transmissions

Moving into the latter half of the fiscal year, Transit maintenance is experiencing a steady increase in the demand for additional parts across operations. A key factor in the increase in demand for additional parts is the expanded use of Compressed Natural Gas (CNG) vehicles. Many of these vehicles are reaching the end of their warranty periods, resulting in a higher volume of repairs and maintenance needs. Additionally, inflation continues to push prices higher, as manufacturers face increased production costs and supply chain challenges.

These factors have contributed to an increase in back orders, creating longer lead times and impacting parts availabilities. Some outstanding orders from the previous fiscal year remain pending due to delays in manufacturing and distribution. As a result, it has become necessary to increase the not-to-exceed amounts for each of the aforementioned vendors to better manage the delays and ensure that Transit operations can adapt to the shifting demands and supply chain disruptions.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve increasing to the total not-to-exceed amount, from \$60,000 to \$80,000, for a blanket PO with Wayne Electric, to purchase maintenance-related bus parts; increasing the total-not-to-exceed amount, from \$200,000 to \$385,000, for a blanket PO with Aftermarket Parts, to purchase maintenance-related bus parts; increasing the total not-to-exceed-amount, from \$49,000 to \$70,000, for a blanket PO with Dartco, to purchase maintenance-related bus parts; and direct staff to take such additional, related action that may be desirable. Sufficient appropriations exists in the Transit Department's operating and grant budgets for these additional expenses. Therefore, no budget amendment is necessary as part of the recommended actions.

ATTACHMENT(S)

1. Attachment A - Staff Report July 24, 2024, Item 27
2. Attachment B - Dartco Purchase Order



ITEM # 27

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

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

DATE: July 24, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

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

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 2 of 4

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

FISCAL IMPACT:

Sufficient funds have been appropriated in the Fiscal Year 2024-25 adopted operating budget in the Transit Fund and General Fund (Fire Department), therefore no budget amendment is needed. Tables 1-5 detail the allocated amounts and corresponding account numbers as follows:

Table 1: Aftermarket Parts – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$200,000
TOTAL		\$200,000

Table 2: American Moving Parts – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	\$85,000
Transportation Department	600-90-915-6080.50	\$30,000
TOTAL		\$115,000

Table 3: Cummins Pacific – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	\$60,000
Transportation Department	600-90-915-6080.50	\$55,000
TOTAL		\$115,000

Table 4: Inland Kenworth – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$70,000
TOTAL		\$70,000

Table 5: Wayne Electric Company – Proposed PO Amount for FY 2024-25

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	\$60,000
TOTAL		\$60,000

BACKGROUND/DISCUSSION:

The City of Montebello operates Montebello Bus Lines (MBL) with a fleet of sixty-six (66)

transit buses, ten (10) relief vehicles, and four (4) supervisor vehicles that require regular maintenance. The most efficient and cost-effective way to purchase replacement bus, fire apparatus, and vehicle fleet parts is to establish blanket purchase orders with the primary companies that supply these maintenance-related parts. For FY 2024-25, staff will use procurement methods such as sole-source and piggyback to strengthen the City's financial processes and ensure its competitive and non-competitive contracting practices are in accordance with the Montebello Municipal Code (MMC) Section 3.20 – Purchasing System. The sole-source procurement method will be used to make purchases including, but not limited to, maintenance-related parts as follows:

- **Aftermarket Parts**: headlights, fan control modules, clamps, windshield wipers, coolants, airbags, clutches, stabilizers, and thrust washers.
- **American Moving Parts**: engines, brake kits, air dryer cartridge kits, cables, filters, transmission drums, wheel linings, and sensor replacements.
- **Cummins Pacific**: spark plug kits, fan supports, ignition coils, engine rods, electronic control modules, engine wiring harnesses, and water pumps.
- **Inland Kenworth**: valves, relays, hoses, seals, cylinder heads, tubes, engine control modules, engine in-frame kits, coil extensions, and sensors.
- **Wayne Electric Company**: EMP alternators, air conditioning compressors, toggle switches, fan drivers, farebox motors, pumps, and filters

MMC Section 3.20.050 – Conformance with bidding procedures, outlines exceptions to the formal and open market bidding and procurement procedures detailed in the MMC. The vendors listed have been identified as direct or sub-contracted suppliers of specific maintenance-related, original equipment manufacturer (OEM) parts, compatible with both MBL and Fire Department's fleet. Staff recommends that the City Council approve establishing a blanket PO specific to the vendors listed in accordance with MMC Section 3.20.050(B), which allows the procurement of parts and equipment from identified sole-source and/or single source vendors to ensure the continued operation of MBL and MFD. Once approved, staff will complete a Sole Source Declaration form (Attachment A) as written record for each vendor.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve establishing a blanket PO with Aftermarket Parts for a total not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000) to purchase maintenance-related bus parts for FY 2024-25; approve establishing a blanket PO with American Moving Parts for a total not-to-exceed amount of One Hundred Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related

CITY COUNCIL AGENDA REPORT - MEETING OF JULY 24, 2024

Page 4 of 4

bus and fire apparatus parts for both MBL and the MFD for FY 2024-25; approve establishing a blanket PO with Cummins Pacific for a total not-to-exceed amount of One Hundred Fifteen Thousand Dollars (\$115,000) to purchase maintenance-related bus and fleet parts for MBL and the MFD for FY 2024-25; approve establishing a blanket PO with Inland Kenworth for a total not-to-exceed amount of Seventy Thousand Dollars (\$70,000) to purchase maintenance-related bus parts for FY 2024-25; approve establishing a blanket PO with Wayne Electric Company for a total not-to-exceed amount of Sixty Thousand Dollars (\$60,000), to purchase maintenance-related bus parts for FY 2024-25; and take such additional, related, action that may be desirable. Sufficient funding has been included in the Transit and Fire Departments' FY 2024-25 budgets for these expenses, therefore no budget amendment is needed as part of the recommended actions.

ATTACHMENT(S)

1. Attachment A - Sole Source Declaration Form



CITY OF MONTEBELLO

FINANCE DEPARTMENT

PURCHASE ORDER COVER LETTER

Vendor: **DARTCO**
4390 N LONG ROAD
COLUMBUS, IN 47203

Vendor No. **4419**

Item(s) Being Purchased/Services: **FY 24-25 REBUILT FLEET TRANSMISSIONS**

Reason for Purchase: **TRANSMISSION PART**

Purchase Requestor: **MARK JIMENEZ**

Signature: _____

Supplies: **\$30,000**

Service: **\$**

Account Number: **600-90-915-6080.50**

Total Amount of Purchase: **\$30,000**

Shipping Cost: **\$0**

Bid/Quote Summary

	Amount	Vendor Name	Quote/Bid Format	Date Received
1 st Bid/Quote:	\$6,557.96	DARTCO	QUOTE C301592	6/30/2024
2 nd Bid/Quote:	\$7,139.99	NAVISTAR INTERNATIONAL	WEBSITE	6/30/2024
3 rd Bid/Quote:	\$10,071.32	DIESEL DASH	WEBSITE	6/30/2024

☐ Check here if purchase is sole source; "Sole Source Declaration" form must be attached.

PURCHASE ORDER COORDINATOR: Mark Jimenez

DATE: 8/08/24

DEPARTMENT DIRECTOR APPROVAL: [Signature]

DATE: 8/12/24

CITY MANAGER APPROVAL: [Signature]

DATE: 8/15/24



1145 N Red Gum Street Anaheim, CA 92806
(800) 327-6888 (714) 237-0911
www.dartcotransmission.com

QUOTE
C301592

Page: 1 of 1
Order Date: 05/30/2024
Customer Number: 0089071
Customer P O :

Sold To:

CITY OF MONTEBELLO
1300 WEST BEVERLY BLVD
MONTEBELLO, CA 90640-4119

Ship To:

CITY OF MONTEBELLO
400 N TAYLOR AVE
MONTEBELLO, CA 90640-4119

Confirm To:

ALFRED

Ship VIA

DELIVER

Terms

NET 30 DAYS

Item Number	Description	Ship From	Quoted	Unit Price	Amount
29549630RBE	B400R FLI DARTCO REMAN - Each rebuilt Allison Transmission should have an approved auxillary oil cooler & filter installed or replaced. Failure to comply may result in voided warranty.	CA	3	6,557.957	19,673.87
B400RCORE	B400R CORE/CORE CHARGE -		3	4,500.000	13,500.00
B400RCORE	B400R CORE/CORE CHARGE -	CA	3-	4,500.000	13,500.00

WARRANTY TWO YEAR W/SYNTHETIC TES 295/668 APPROVED FLUID UNLIMITED MILES DATE OF INVOICE. THIS IS A DARTCO REMAN UNIT AND COVERAGE IS SOLE RESPONSIBILITY OF DARTCO

Thank You for the opportunity!

JOSEPH CANGIARELLA

Valid: 7 DAYS

Net Invoice: 19,673.87

Sales Tax: 2,016.56

Order Total: 21,690.43

RAT29549630

B400R SERIES GENUINE

Navistar International®



AVAILABLE

⚠ Usually ships within 6-8 business days

\$7,139.99 ~~**\$8,399.99**~~

Refundable Core Charge: \$8,399.99 ③

QUANTITY

ADD TO CART

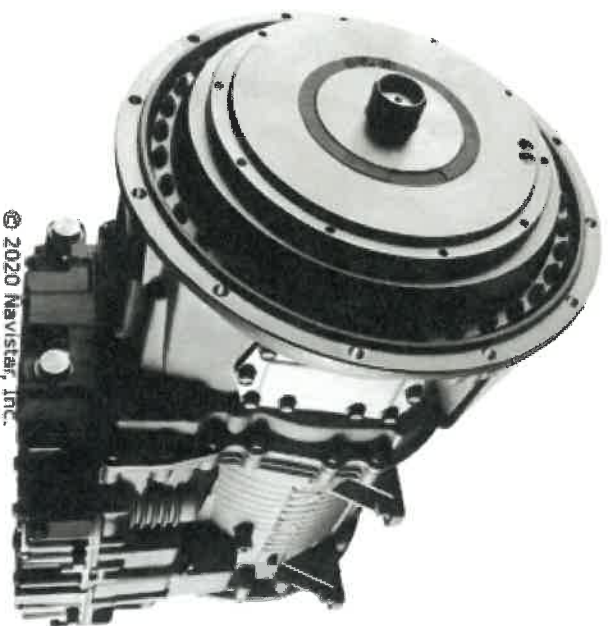
⚠ **NON RETURNABLE**

FINAL SALE. No returns or exchanges.

 **GENUINE OEM PART**

This part is made by **Navistar International®**. We guarantee that all of our parts are from the original equipment manufacturer, ensuring a proper fit and quality manufacturing.

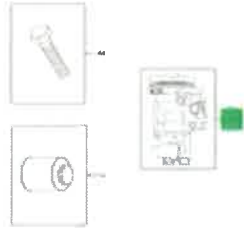
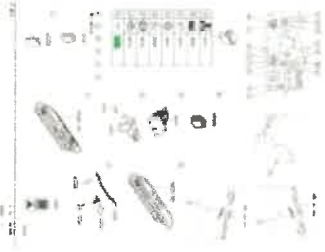
 **MANUFACTURER WARRANTY**



© 2020 Navistar, Inc.



Cummins®
145583 | O Ring Seal
\$6.99



Navistar International®
4224803C1 | PUMP, POWER STEERING, QX
\$579.99



Navistar International®
3549202C2 | NUT HEXAGON NON- METAL
LOCK, 7/8-14, GR 8
\$8.49





* Actual product may vary slightly from photo shown

Allison Transmission B400RRM ReTran Transmission Assembly

Web ID: 29549630

SKU: 29549630

Sold by: Stewart & Stevenson

\$10,071.32 ~~\$10,829.38~~

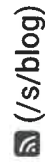
Refundable Core Deposit: \$4,725.00 ⓘ

Qty:

- 1 +

Add to Cart

Usually ships in 1-2 weeks



(/s/blog)

✉ (mailto:Support@DieselDash.com?subject=DieselDash.com)

f (https://www.facebook.com/dieseldash)

in (https://www.linkedin.com/company/diesel-dash)

yt (https://www.youtube.com/channel/UCer6cUYVYNQISxwdYjfWVx4Q)

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In Stock Ready to Ship!

☐ **Pickup In-Store**

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(https://www.dieseldash.com/Policies/s/privacy-policy).



(/)

Enter a Product Name or SKU Number to search



Customer Service:



833-375-3274 (tel:833-375-3274) (833-DSL-DASH) (tel:(833-DSL-DASH))

HOME ([HTTPS://WWW.DIESEL DASH.COM/S/?LANGUAGE=EN_US](https://www.dieseldash.com/s/?language=en_us))

/ TRANSMISSION & PROPULSION ([HTTPS://WWW.DIESEL DASH.COM/TRANSMISSION-AND-PROPULSION?CCLCL=EN_US](https://www.dieseldash.com/transmission-and-propulsion?CCLCL=EN_US))

/ TRANSMISSION HIGHWAY ([HTTPS://WWW.DIESEL DASH.COM/TRANSMISSION-HIGHWAY](https://www.dieseldash.com/transmission-highway))
CCLCL=EN_US) (mailto:Support@DieselDash.com?subject=DieselDash.com)

/ ALLISON TRANSMISSION B400RRM RETRAN TRANSMISSION ASSEMBLY 0  (<https://www.facebook.com/dieseldash>)

 (<https://www.linkedin.com/company/diesel-dash>)

 (<https://www.youtube.com/channel/UCer6cUYVnQISxwdYjfWVx4Q>)

 (/s/blog)

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To find out more, read our updated privacy policy and cookie policy (<https://www.dieseldash.com/Policies/s/privacy-policy>).

Accept



CITY OF MONTEBELLO

DEPARTMENT OF FINANCE

CHANGE PURCHASE ORDER COVER LETTER

Vendor: **DARTCO TRANSMISSION SALES & SERVICES INC**
4390 N LONG ROAD
COLUMBUS, IN 47203

Purchase Order: **2025-194**

Contract: **N/A**

Does this contract have an amendment? **N/A**

Item(s) being Purchased/Services: **FY 24-25 TRANSMISSION PARTS**

Reason for Purchase: **REBUILT FLEET TRANSMISSION**

Purchase Requestor: **Mark Jimenez**

Supplies: X Service: **Account Number: See GL Code Dist**
below

Original PO Amount: \$30,000

NEW PO Amount: \$49,000 (INCREASE \$19,000)

Breakdown of Purchase Order: Only line 1 will be increased, no changes will be made to the other lines at this moment.

Account No.	Initial Amount - \$ From:	New \$ to Account:
600-90-915-6080.50 Transit Line Item	\$30,000	\$49,000(Additional \$19,000)

ENTERED BY: Mark Jimenez DATE: 12/4/2024

APPROVED BY DEPARTMENT HEAD: [Signature] DATE: 12/4/24

APPROVED BY CITY MANAGER: [Signature] DATE: 12/5/24

From: [Espinosa, Oscar](#)
To: [Jimenez, Mark](#)
Cc: [Andrade, Erika](#); [Morales, Arquimides](#)
Subject: RE: Change Orders
Date: Tuesday, December 3, 2024 1:37:08 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Hello, Mark,

Here is the list of vendors that I would like to have modified along with the requested amounts. Please review and advise.

ABC Muncie, \$20,000 **NM INCREASE 19k**
Dartco Transmissions, \$40,000 **NM INCREASE 19k**
Valley Power Systems, \$25,000 **NM INCREASE 15K**
Vargas Diesel, \$12,000 **NM INCREASE 11K**
Grainger, \$15,000 **WORKING ON**
Nationwide Transit Sales, \$10,000 **COMPLETED**
Uline, \$15,000.00 **WORKING ON**

Respectfully,



Oscar Espinosa

Transit Stores Supervisor
Transit Department

400 S Taylor Ave, Montebello, CA 90640
p: 323-558-1625 x1317
w: www.MontebelloCA.gov
e: oespinosa@montebellocal.gov



From: Jimenez, Mark <MJimenez@montebellocal.gov>
Sent: Tuesday, December 3, 2024 11:31 AM
To: Espinosa, Oscar <OEspinosa@montebellocal.gov>
Cc: Andrade, Erika <EAndrade@montebellocal.gov>
Subject: RE: Change Orders

Hey Oscar,

Any update on this list of change orders that need to happen..

Thanks



Mark Jimenez

Senior Management Analyst

Montebello Bus Lines, City of Montebello

400 S Taylor Ave., Montebello, CA 90640

p: (323) 558-1625 ext 1105

e: mjimenez@MontebelloCA.gov



From: Espinosa, Oscar <OEspinosa@montebelloca.gov>

Sent: Wednesday, November 27, 2024 8:29 AM

To: Jimenez, Mark <MJimenez@montebelloca.gov>

Cc: Andrade, Erika <EAndrade@montebelloca.gov>

Subject: RE: Change Orders

Good morning, Mark,

I'll prepare a list for your review.

Respectfully,



Oscar Espinosa

Transit Stores Supervisor

Transit Department

400 S Taylor Ave, Montebello, CA 90640

p: 323-558-1625 x1317

w: www.MontebelloCA.gov

e: oespinosa@montebelloca.gov



From: Jimenez, Mark <MJimenez@montebelloca.gov>

Sent: Monday, November 18, 2024 2:03 PM

To: Espinosa, Oscar <OEspinosa@montebelloca.gov>

Cc: Andrade, Erika <EAndrade@montebelloca.gov>

Subject: Change Orders

Oscar,

Can you please send me one who list on what change orders you still need and what changes you need to be made.

Thanks



Mark Jimenez

Senior Management Analyst

Montebello Bus Lines, City of Montebello

400 S Taylor Ave., Montebello, CA 90640

p: (323) 558-1625 ext 1105

e: mjimenez@MontebelloCA.gov





ITEM # 13

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-18 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED FEBRUARY 26, 2025**

RESOLUTION NO. 25-18
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.1588, consisting of 7 pages, and including:

Warrant No.

General: Check No. 606098 through 606227
ACH No. 7977 through 8066

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED THIS 26TH DAY OF FEBRUARY 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-18

Page 2 of 2

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

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-18 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 26th day of February 2025 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. 1588
From Payment Date 01/31/25 - To Payment Date 02/13/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
7977	02/06/2025	\$58.38	FUEL	3163	BANK OF AMERICA
7978	02/06/2025	\$354.29	SUPPLIES	3163	BANK OF AMERICA
7979	02/06/2025	\$546.84	TRAINING	3163	BANK OF AMERICA
7980	02/06/2025	\$196.22	FUEL	3163	BANK OF AMERICA
7981	02/06/2025	\$84.65	SUPPLIES	3163	BANK OF AMERICA
7982	02/06/2025	\$186.35	SUPPLIES	3163	BANK OF AMERICA
7983	02/06/2025	\$137.76	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
7984	02/06/2025	\$3,565.92	PERMITS AND FEES	3163	BANK OF AMERICA
7985	02/06/2025	\$570.90	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
7986	02/06/2025	\$1,000.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7987	02/06/2025	\$2,178.21	SUPPLIES	3163	BANK OF AMERICA
7988	02/06/2025	\$957.62	TRAINING	3163	BANK OF AMERICA
7989	02/06/2025	\$973.65	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
7990	02/06/2025	\$1,939.76	SUPPLIES	3163	BANK OF AMERICA
7991	02/06/2025	\$3,803.34	TRAINING	3163	BANK OF AMERICA
7992	02/06/2025	\$431.55	SUPPLIES	3163	BANK OF AMERICA
7993	02/06/2025	\$42.25	TRAVEL & MEETINGS	3163	BANK OF AMERICA
7994	02/06/2025	\$463.31	SUPPLIES	3163	BANK OF AMERICA
7995	02/06/2025	\$1,721.00	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
7996	02/06/2025	\$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
7997	02/06/2025	\$5,672.65	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
7998	02/06/2025	\$68,234.01	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
7999	02/06/2025	\$6,746.89	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8000	02/06/2025	\$4,268.60	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
8001	02/06/2025	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
8002	02/06/2025	\$887.37	FUEL	962	MO DION & SONS INC
8003	02/06/2025	\$1,041.22	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.
8004	02/06/2025	\$35,686.59	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
8005	02/06/2025	\$7,188.00	CONTRACT SERVICES	3100	HOOTSUITE INC
8006	02/06/2025	\$22,343.53	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
8007	02/06/2025	\$24,237.66	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8008	02/06/2025	\$5,550.86	SUPPLIES	26670	LIFE-ASSIST INC
8009	02/06/2025	\$7,310.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC



City of Montebello
Register of Demands No. 1588
From Payment Date 01/31/25 - To Payment Date 02/13/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8010	02/06/2025	\$44,150.40	CONTRACT SERVICES	42180	PCAM LLC DBA PARKING COMPANY OF AMERICA
8011	02/06/2025	\$2,500.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES INC
8012	02/06/2025	\$1,577.21	TRAVEL & MEETINGS	3114	SCARLET PERALTA
8013	02/06/2025	\$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
8014	02/06/2025	\$20,833.33	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
8015	02/06/2025	\$11,633.28	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
8016	02/06/2025	\$429.74	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
8017	02/06/2025	\$10,473.75	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
8018	02/06/2025	\$619.68	SUPPLIES	3088	WAXIE SANITARY SUPPLY
8019	02/06/2025	\$320.00	CONTRACT SERVICES	328	WRITER ANNE COMMUNICATIONS
8020	02/06/2025	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
8021	02/13/2025	\$277.97	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8022	02/13/2025	\$895.47	TRAINING	3163	BANK OF AMERICA
8023	02/13/2025	\$144.02	SUPPLIES	3163	BANK OF AMERICA
8024	02/13/2025	\$141.27	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
8025	02/13/2025	\$234.93	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8026	02/13/2025	\$54.49	SUPPLIES	3163	BANK OF AMERICA
8027	02/13/2025	\$1,571.85	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
8028	02/13/2025	\$71.16	SUPPLIES	3163	BANK OF AMERICA
8029	02/13/2025	\$150.00	TRAINING	3163	BANK OF AMERICA
8030	02/13/2025	\$27.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8031	02/13/2025	\$2,256.94	SUPPLIES	3163	BANK OF AMERICA
8032	02/13/2025	\$68.24	SUPPLIES	3163	BANK OF AMERICA
8033	02/13/2025	\$576.51	SUPPLIES	3163	BANK OF AMERICA
8034	02/13/2025	\$270.14	TRAINING	3163	BANK OF AMERICA
8035	02/13/2025	\$30.31	SUPPLIES	3163	BANK OF AMERICA
8036	02/13/2025	\$718.20	SUPPLIES	3163	BANK OF AMERICA
8037	02/13/2025	\$578.83	SUPPLIES	3163	BANK OF AMERICA
8038	02/13/2025	\$316.90	SUPPLIES	3163	BANK OF AMERICA
8039	02/13/2025	\$661.11	SUPPLIES	3163	BANK OF AMERICA
8040	02/13/2025	\$460.35	SUPPLIES	3163	BANK OF AMERICA
8041	02/13/2025	\$112.23	SUPPLIES	3163	BANK OF AMERICA
8042	02/13/2025	\$95.85	SUPPLIES	3163	BANK OF AMERICA
8043	02/13/2025	\$1,440.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
8044	02/13/2025	\$530.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8045	02/13/2025	\$604,407.67	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8046	02/13/2025	\$29,044.23	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8047	02/13/2025	\$398,976.35	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8048	02/13/2025	\$412,155.18	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8049	02/13/2025	\$396,430.24	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8050	02/13/2025	\$504,825.62	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
8051	02/13/2025	\$7,575.94	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8052	02/13/2025	\$2,836.03	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
8053	02/13/2025	\$600.00	CONTRACT SERVICES	2365	LETICIA TORRES
8054	02/13/2025	\$85,083.03	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8055	02/13/2025	\$389,426.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
8056	02/13/2025	\$275.63	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8057	02/13/2025	\$247.96	MACHINERY & EQUIPMENTS	4617	CDCE INC
8058	02/13/2025	\$2,850.89	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8059	02/13/2025	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
8060	02/13/2025	\$2,154.26	CONTRACT SERVICES	371	FLO-SERVICES INC
8061	02/13/2025	\$130,956.28	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
8062	02/13/2025	\$11,308.20	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
8063	02/13/2025	\$24.26	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
8064	02/13/2025	\$7,450.00	CONTRACT SERVICES	4479	KAT CONSULTING SERVICES LLC
8065	02/13/2025	\$1,133.35	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
8066	02/13/2025	\$3,106.48	SUPPLIES	3088	WAXIE SANITARY SUPPLY
	ACH TOTAL	\$3,319,019.21			
606098	02/06/2025	\$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC
606099	02/06/2025	\$3,207.22	TRAINING	859	ALTEC INDUSTRIES INC
606100	02/06/2025	\$217.61	UTILITY SERVICES	39550	AT&T
606101	02/06/2025	\$4,065.08	UTILITY SERVICES	1732	AT&T CORP
606102	02/06/2025	\$144,589.29	CONTRACT SERVICES	2589	AXON ENTERPRISE INC
606103	02/06/2025	\$19,560.00	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
606104	02/06/2025	\$500.00	CONTRACT SERVICES	4312	BURKE, WILLIAMS & SORENSEN, LLP
606105	02/06/2025	\$100.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
606106	02/06/2025	\$307.08	DUES & SUBSCRIPTIONS	41840	CALIFORNIA PARK AND RECREATION SOCIETY (CPRS)
606107	02/06/2025	\$477.70	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
606108	02/06/2025	\$2,500.00	TRAINING	855	CAREER SURVIVAL GROUP



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General Account					
606109	02/06/2025	\$13,852.34	UTILITY SERVICES	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
606110	02/06/2025	\$5.14	SAFETY PROGRAM	1294	CINTAS CORPORATION NO 2
606111	02/06/2025	\$63.01	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
606112	02/06/2025	\$7,315.00	TRAINING	696	CITY OF LOS ANGELES
606113	02/06/2025	\$279.79	TRAINING	4736	JOE DE LA TORRE
606114	02/06/2025	\$2,000.00	CONTRACT SERVICES	4420	DF POLYGRAPH
606115	02/06/2025	\$8,222.64	VEHICLE MAINTENANCE/EXPENSES	3501	FAILSAFE TESTING LLC
606116	02/06/2025	\$19,499.85	VEHICLE MAINTENANCE/EXPENSES	4245	FIRE APPARATUS SOLUTIONS
606117	02/06/2025	\$100.80	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
606118	02/06/2025	\$16,847.78	UNIFORM EXPENSE	55650	GALLS LLC
606119	02/06/2025	\$7,400.00	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
606120	02/06/2025	\$4,508.44	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
606121	02/06/2025	\$12.80	CONTRACT SERVICES	4637	GLOBAL INTERPRETING NETWORK INC
606122	02/06/2025	\$854.81	CONTRACTORS	4890	GO PERMITS
606123	02/06/2025	\$410.74	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
606124	02/06/2025	\$5,291.08	VEHICLE MAINTENANCE/EXPENSES	3914	GRAFIX SYSTEMS
606125	02/06/2025	\$365.86	CONTRACT SERVICES	3036	HERITAGE-CRYSTAL CLEAN LLC
606126	02/06/2025	\$1,157.70	CONTRACT SERVICES	4550	HOWROYD-WRIGHT EMPLOYMENT AGENCY INC
606127	02/06/2025	\$1,320.50	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
606128	02/06/2025	\$1,200.00	CONTRACT SERVICES	4581	INCOMPLI INC
606129	02/06/2025	\$102,344.00	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
606130	02/06/2025	\$1,924.11	MACHINERY & EQUIPMENTS	993	IVA SOLUTIONS INC
606131	02/06/2025	\$386.54	DUES & SUBSCRIPTIONS	43680	JJ KELLER & ASSOCIATES INC
606132	02/06/2025	\$950.00	VEHICLE MAINTENANCE/EXPENSES	4484	JOSE CAMACHO DBA JOE'S AUTO UPHOLSTERY
606133	02/06/2025	\$1,163.69	MACHINERY & EQUIPMENTS	4422	KNIGHT TECHNOLOGY GROUP
606134	02/06/2025	\$960.90	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
606135	02/06/2025	\$1,240.00	TRAINING	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
606136	02/06/2025	\$886.60	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
606137	02/06/2025	\$2,489.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
606138	02/06/2025	\$1,047.39	MACHINERY & EQUIPMENTS	4518	LUMINATOR TECHNOLOGY GROUP GLOBAL LLC
606139	02/06/2025	\$1,500.00	EDUCATION REIMBURSEMENT	4896	ALFREDO MACHUCA
606140	02/06/2025	\$169.60	CONTRACTORS	16170	MARAVILLA FOUNDATION
606141	02/06/2025	\$250.00	GENERAL GOVERNMENT	4897	JOSE MARISCAL
606142	02/06/2025	\$31,382.85	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
606143	02/06/2025	\$1,048.12	TRAINING	790	CITY OF MONTEBELLO PETTY CASH



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General Account					
606144	02/06/2025	\$16,487.24	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
606145	02/06/2025	\$1,821.60	MACHINERY & EQUIPMENTS	450	MUNICIPAL EMERGENCY SERVICES INC.
606146	02/06/2025	\$143.08	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
606147	02/06/2025	\$228.07	SUPPLIES	15620	OFFICE DEPOT INC
606148	02/06/2025	\$7,384.93	CONTRACT SERVICES	4548	OWEN WALSTEAD LLC
606149	02/06/2025	\$3,678.08	SUPPLIES	2490	PRIMEX CLINICAL LABORATORIES INC
606150	02/06/2025	\$268.41	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
606151	02/06/2025	\$250.00	GENERAL GOVERNMENT	4891	JOSE ROMERO
606152	02/06/2025	\$6,489.65	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
606153	02/06/2025	\$1,017.00	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
606154	02/06/2025	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
606155	02/06/2025	\$21,450.00	MACHINERY & EQUIPMENTS	3808	SMARTFORCE TECHNOLOGIES, INC.
606156	02/06/2025	\$866.70	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
606157	02/06/2025	\$18,426.42	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
606158	02/06/2025	\$6,843.00	CONTRACT SERVICES	3085	STREAMLINE AUTOMATION SYSTEMS LLC
606159	02/06/2025	\$950.00	EDUCATION REIMBURSEMENT	4779	NICHOLAS SWAVING
606160	02/06/2025	\$1,650.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
606161	02/06/2025	\$31,659.69	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
606162	02/06/2025	\$218.00	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
606163	02/06/2025	\$1,137.47	UNIFORM EXPENSE	57320	TOMS UNIFORMS
606164	02/06/2025	\$16,500.00	VEHICLE PURCHASES	1866	CITY OF TORRANCE
606165	02/06/2025	\$542.81	CONTRACTORS	4885	CYNTHIA TORRESRAR
606166	02/06/2025	\$97.50	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
606167	02/06/2025	\$693.60	SUPPLIES	45120	ULINE INC
606168	02/06/2025	\$9,841.76	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
606169	02/06/2025	\$208.00	CONTRACTORS	4886	V3 ELECTRIC INC
606170	02/06/2025	\$250.00	GENERAL GOVERNMENT	4892	ROSALINDA VEGA
606171	02/06/2025	\$638.21	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.
606172	02/06/2025	\$6,617.03	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
606173	02/06/2025	\$1,047.30	UTILITY SERVICES	23610	VERIZON WIRELESS
606174	02/06/2025	\$284.00	CONTRACTORS	4889	VOLTFO ELECTRICAL SERVICES
606175	02/06/2025	\$89.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
606176	02/06/2025	\$2,061.97	ADVERTISING/PRINTING SERVICES	61850	X-IGENT PRINTING INC
606177	02/06/2025	\$6,948.26	CONTRACT SERVICES	6390	ZOLL MEDICAL CORPORATION GPO
606178	02/06/2025	\$42,530.00	CONTRACT SERVICES	4776	ADMINSURE INC



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General Account					
606179	02/13/2025	\$9,100.00	CONTRACT SERVICES	3956	ADVANCED PROBLEM SOLVING LLC
606180	02/13/2025	\$5,697.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
606181	02/13/2025	\$2,331.88	UTILITY SERVICES	39550	AT&T
606182	02/13/2025	\$4.43	UTILITY SERVICES	39550	AT&T
606183	02/13/2025	\$59.03	UTILITY SERVICES	1732	AT&T CORP
606184	02/13/2025	\$200.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
606185	02/13/2025	\$13,000.00	PREPAID EXPENSES	32970	CALIFORNIA TRANSIT ASSOCIATION
606186	02/13/2025	\$11,822.91	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
606187	02/13/2025	\$841.50	CONTRACT SERVICES	40850	MARIA E CASAS
606188	02/13/2025	\$5,419.86	MACHINERY & EQUIPMENTS	1133	CDW GOVERNMENT
606189	02/13/2025	\$6,957.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
606190	02/13/2025	\$95.45	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
606191	02/13/2025	\$25.13	UTILITY SERVICES	36610	CITY OF PICO RIVERA
606192	02/13/2025	\$8,980.12	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
606193	02/13/2025	\$688.00	MACHINERY & EQUIPMENTS	4174	COSTAR REALTY INFORMATION INC
606194	02/13/2025	\$2,014.61	MACHINERY & EQUIPMENTS	3784	CPACINC.COM
606195	02/13/2025	\$1,638.20	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
606196	02/13/2025	\$38,827.12	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
606197	02/13/2025	\$3,540.58	TRAINING	4164	EWI EMERGENCY MANAGEMENT LLC
606198	02/13/2025	\$308.33	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
606199	02/13/2025	\$654.12	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
606200	02/13/2025	\$26,579.78	UNIFORM EXPENSE	55650	GALLS LLC
606201	02/13/2025	\$140.00	POLICE RELATED FEES	4907	JESSE ENRIQUE GAONA
606202	02/13/2025	\$4,582.07	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
606203	02/13/2025	\$58,365.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
606204	02/13/2025	\$670.00	VEHICLE MAINTENANCE/EXPENSES	4484	JOSE CAMACHO DBA JOE'S AUTO UPHOLSTERY
606205	02/13/2025	\$70.00	POLICE RELATED FEES	4906	WARREN JUNG
606206	02/13/2025	\$200.00	PARKS AND RECREATION	4905	GLORIA LOPEZ
606207	02/13/2025	\$149.01	CONTRACT SERVICES	1073	MONJARAS & WISMEYER GROUP INC
606208	02/13/2025	\$125.00	DUES & SUBSCRIPTIONS	2274	MUNICIPAL MANAGEMENT ASSOCIATION OF SO CAL
606209	02/13/2025	\$656.05	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
606210	02/13/2025	\$556.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
606211	02/13/2025	\$231.42	SUPPLIES	15620	OFFICE DEPOT INC
606212	02/13/2025	\$68,543.16	CONTRACT SERVICES	3834	OPTIBUS INC
606213	02/13/2025	\$325.00	GENERAL GOVERNMENT	4904	FRANK PEREZ



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General Account					
606214	02/13/2025	\$779.68	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
606215	02/13/2025	\$265.72	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
606216	02/13/2025	\$6,459.23	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
606217	02/13/2025	\$6,222.56	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
606218	02/13/2025	\$153,409.04	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
606219	02/13/2025	\$47,172.64	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
606220	02/13/2025	\$1,449.82	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
606221	02/13/2025	\$7,470.84	CONTRACT SERVICES	3397	STERICYCLE INC
606222	02/13/2025	\$36,520.30	CONTRACT SERVICES	2863	STRYKER SALES CORPORATION
606223	02/13/2025	\$2,297.24	UTILITY SERVICES	72570	US TELEPACIFIC CORP
606224	02/13/2025	\$2,164.85	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
606225	02/13/2025	\$3,753.43	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
606226	02/13/2025	\$405.44	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
606227	02/13/2025	\$20,480.38	CONTRACT SERVICES	3731	YUNEX LLC
CHECK TOTAL		<u>\$1,191,094.43</u>			
GRAND TOTAL		<u>\$4,510,113.64</u>			



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 - March

March 12th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	National Development Disabilities Month	Presentation	Public Affairs	David S.
	Women's History Month	Presentation	Public Affairs	David S.
	Proclamation for National Nutrition Month	Presentation	Public Affairs	Requested by Hellen Lopez
	Amendment No. 1 to Agr. 3956 - Inter-Con	Consent	Planning	Joe P.
	Adopt Resolution No. 25-XX for the Disadvantaged Business Enterprise Program	Consent	Transit	John Soria
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.