



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, MARCH 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
Danielle Romero, 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

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Garcias v. City of Montebello
Case No. 23STCV09823

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

2. **CERTIFICATE OF RECOGNITION FOR LOS ANGELES MUAY THAI**
3. **PRESENTATION BY THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

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

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a public hearing to consider all matters presented at the public hearing, adopt Resolution No. 24-62 overturning the Planning Commission decision to deny PC-2024-0002-SPR/ZV/TTM and approving PC-2024-0002-SPR/ZV/TTM, which would become effective after City Council's findings are referred to the Planning Commission and the Planning Commission provides a further report on the matter per Montebello Municipal Code 17.78.130 "Council decisions contrary to planning commission action;" or
2. Conduct a Public Hearing to consider all matters presented at the public hearing, and based on the entire record, adopt Resolution No. 24-61 upholding the Planning Commission decision to deny PC-2024-0002/SPR/ZV/TTM; and
3. Take such additional, related action that may be desirable.

REGULAR BUSINESS - NONE**CONSENT CALENDAR**

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

5. **APPROVE PROFESSIONAL SERVICES AGREEMENT NOS. 4286 AND 4287 WITH OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC AND MOHAWK CARPET DISTRIBUTION, LLC RESPECTIVELY TO PURCHASE AND INSTALL UPGRADED WORKSTATIONS AND FLOORING**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4286, with Office Solutions Business Products & Services, LLC (dba Bluespace Interiors), utilizing the Sourcewell Cooperative Purchasing Program (Sourcewell) Contract No. 091423- TKN, to purchase and install upgraded workstations for Public Works and Human Resources for a total not-to-exceed amount of \$121,527; and
2. Approve Professional Services Agreement, No. 4287 with Mohawk Carpet Distribution, LLC utilizing Sourcewell Contract No. 061323-MCD to purchase and install flooring for segments of City Hall West for a total not-to-exceed amount of \$40,173; and
3. Authorize the City Manager to execute the agreements and approve change orders for up to ten percent (10%) of the total compensation amount for each proposed agreement; and
4. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$80,000 in Account No. 100-30-510-6083 (General Fund, Public Works, Government Building Maintenance, Furniture and Fixtures Purchases); and,
5. Take such additional, related action that may be desirable.

6. ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF MONTEBELLO BOULEVARD STREET RESURFACING PROJECT (CP NO. 888) AND PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for the Montebello Boulevard Street Resurfacing Project (CP No. 888); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

7. ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF PLAZA DRIVE RESURFACING PROJECT (CP NO. 917) AND PROCEED WITH BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for Plaza Drive Resurfacing Project (CP No. 917); and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

8. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3822 WITH VERDANT LANDSCAPING, INC. TO EXPAND THE SCOPE OF SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3822 with Verdant Landscaping, Inc. to expand landscape maintenance services to include Catherine Hensel Ballpark, Golf Course Clubhouse, Hilton Garden Inn, Home2Suites, and Quiet Cannon; and
2. Establish the total not-to-exceed amount of the agreement as \$475,170 per year; and
3. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 3822; and
4. Take such additional, related action that may be desirable.

9. APPROVE AMENDMENT NO.2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3972 WITH SEBASTIAN WATERWORKS (DBA MR. ROOTER PLUMBING)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3972 between the City of Montebello and Sebastian Waterworks Inc., (dba Mr. Rooter Plumbing) for a One (1) Year Extension through June 30, 2026; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

10. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3878 WITH SHOCKWAVE ELECTRIC

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3878 between the City of Montebello and Shockwave Electric for a One (1) Year Extension to June 30, 2026; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

11. APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3860 WITH BEROKOFF ELECTRIC

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3860 between the City of Montebello and Berokoff Electric for a One (1) Year Extension (through June 30, 2026); and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

12. WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2481 AMENDING MONTEBELLO MUNICIPAL CODE CHAPTER 3.20 "PURCHASING SYSTEM" AND CHAPTER 3.21 "CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES"

RECOMMENDATION: It is recommended that the City Council:

1. Waive the Second Reading and Adopt Ordinance No. 2481 Amending Municipal Code Chapter 3.20 "Purchasing System," and Chapter 3.21 "Contracts for Professional and Special Services" of the Montebello Municipal Code Relating; and,
2. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3936 WITH A & A FLEET PAINTING, INC., TO EXTEND CITYWIDE VEHICLE PAINT AND BODY REPAIR SERVICES AND APPROVE PAYMENT TO A & A FLEET PAINTING, INC., FOR PAINT AND BODY REPAIR SERVICES COMPLETED

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3936 with A & A Fleet Painting Inc. (A & A Fleet), for a one-year (1-year) term, to extend vehicle paint and body repair services for a total not-to-exceed amount of \$175,000; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2024-25 budget to increase appropriations by \$68,741 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/ Expenses Vehicle Repair and Services); and,
4. Approve payment to A & A Fleet in the amount of \$28,741 for paint and body repairs completed; and
5. Take such additional, related action that may be desirable.

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT NOS. 3988 AND 3989 WITH (I) FORD OF MONTEBELLO, INC. AND (II) MONTEBELLO AUTO GROUP LLC, AMENDMENT NO. 2 TO AGREEMENT NO. 3990 WITH SHAK ENTERPRISES, INC., FOR CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES, AND APPROVE PAYMENT TO FORD OF MONTEBELLO, INC., MONTEBELLO AUTO GROUP LLC, AND SHAK ENTERPRISES, INC., FOR REPAIR SERVICES COMPLETED

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement Nos. 3988 and 3989 with (i) Ford of Montebello, Inc. (Montebello Ford), and (ii) Montebello Auto Group LLC (Montebello Chevy) to provide citywide fleet vehicle maintenance and repair services, for an additional two-year (2-year) term and increase the total not-to-exceed amount to \$200,000 for the remainder of Fiscal Year 2024-25 and annually for the additional two years; and
2. Approve Amendment No. 2 to Agreement No. 3990 with Shak Enterprises, Inc (dba Montebello Tire Pros), to provide citywide fleet vehicle maintenance and repair services, for an additional 2-year term and increase the total not-to-exceed amount to \$200,000 for the remainder of FY 2024-25 and annually for the additional two years; and
3. Authorize the City Manager to execute the amendments on behalf of the City of Montebello; and
4. Amend the Fiscal Year 2024-25 adopted budget to increase appropriations by \$85,683 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/Expenses Vehicle Repair and Services); and
5. Approve payment for repairs completed to Montebello Ford (\$33,977) and to Montebello Tire Pros (\$19,134); and

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

15. APPROVAL OF MINUTES: JANUARY 29, 2025, CITY COUNCIL ADJOURNED MEETING; FEBRUARY 12, 2025, CITY COUNCIL MEETING; FEBRUARY 26, 2025, CITY COUNCIL MEETING; MARCH 12, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-22 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 26, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-22 approving the Warrant Register dated March 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.

- **Danielle Romero, Councilmember**
- **Georgina Tamayo, Mayor Pro Tem**
- **Scarlet Peralta, Councilmember**
- **Ric Alonzo, Councilmember**

1. I would like to make a statement regarding Women's History Month.

- **Salvador Melendez, Mayor**

1. Resolution regarding Armenian POWs held by Azerbaijan.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on April 9, 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, March 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: **APPEAL OF THE PLANNING COMMISSION DECISION OF DENIAL OF SITE PLAN REVIEW AND ZONE VARIANCE REQUESTS FOR REDUCED LOT SIZE, REDUCTION IN FRONT YARD SETBACK, AND LOT COVERAGE, AS WELL AS THE DENIAL OF A RECOMMENDATION OF APPROVAL TO THE CITY COUNCIL REGARDING VESTING TENTATIVE TRACT MAP (“VTTM”) NO. 084478 TO ALLOW 15 SINGLE-FAMILY DWELLING UNITS INCLUDING A COMMON PARCEL FOR STREETS, UTILITIES, AND A PRIVATE PARK (CASE NO. PC-2024-0002-SPR/ZV/TTM) FOR THE PROPERTY LOCATED AT 301 JACMAR DRIVE.**

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a public hearing to consider all matters presented at the public hearing, adopt Resolution No. 24-62 overturning the Planning Commission decision to deny PC-2024-0002-SPR/ZV/TTM and approving PC-2024-0002-SPR/ZV/TTM, which would become effective after City Council’s findings are referred to the Planning Commission and the Planning Commission provides a further report on the matter per Montebello Municipal Code 17.78.130 “Council decisions contrary to planning commission action;” or
2. Conduct a Public Hearing to consider all matters presented at the public hearing, and based on the entire record, adopt Resolution No. 24-61 upholding the Planning Commission decision to deny PC-2024-0002/SPR/ZV/TTM; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact, regardless of which of the recommended actions the City Council chooses to take.

BACKGROUND/DISCUSSION:

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

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

On July 24, 2024, the Applicant filed an appeal of the Planning Commission’s denial of PC-2024-002-SPR/ZV/TTM pursuant to Montebello Municipal Code (“MMC”) Section 17.78.070. The appeal seeks City Council review and consideration to overturn the Planning Commission’s decision.

On August 1, 2024, a Notice of Public Hearing for the City Council’s consideration of the appeal on August 14, 2024, was published in the Montebello News. Additionally, on the same date, the Notice of Public Hearing was mailed to all property owners within 300 feet of the proposed Project Site.

On August 14, 2024, the Applicant requested a continuance of the matter. The City Council proceeded with a public hearing to receive public comments, followed by deliberation, resulting in a decision to continue the appeal to a future date pursuant to the Applicant’s request, with the expectation that the Applicant will conduct targeted community outreach.

On March 13, 2025, a Notice of Public Hearing (see Attachment E) for the City Council’s continued public hearing on March 26, 2025, was mailed to interested parties and all property owners within 300 feet of the proposed Project Site. On the same date, the Notice of Public Hearing was published in the Montebello News.

ENVIRONMENTAL:

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

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

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

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

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

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

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

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

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

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

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

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

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

ANALYSIS:

The Applicant seeks to demolish the existing single-family residence at 301 Jacmar Drive and construct 15 residential dwelling units and related amenities, as detailed in Attachment C. The subject site is approximately 60,101 square feet (1.38 acres) within the R-1 (Single-Family residential zone). The site currently contains a one-story, single-family residence with a swimming pool, landscaping, and mature trees. It is generally west of South Bluff Road and north of Washington Boulevard. The site is bordered on all sides - north, east, south, and west - by residential properties zoned R-1 (Single Family Residential) and R-3 (Multi-Family Residential).

The Applicant sought approval from the Planning Commission for Site Plan Review and related variances to accommodate the construction of 15 single-family residential dwelling units, including the subdivision of the existing improved site, which has a total lot area of approximately 60,101 square feet (1.38 acres). Additionally, the Applicant sought a recommendation from the Planning Commission regarding TTM No. 084478.

The Site Plan Review is required for all residential projects resulting in three or more dwelling units. As the proposed subdivision will result in 15 dwelling units, Site Plan approval is necessary. The units will have between 3 to 4 bedrooms and either 2.5 or 3.5 bathrooms. Each unit will be two stories and will include a living room, kitchen, dining room, and a two car garage.

A Zone Variance is required when deviating from the Montebello Municipal Code. The standard lot size requirement for single family lots is 5,000 square feet per unit, while the proposed residential units would range from 2,420 to 3,428 square feet. Additionally, the Applicant seeks a deviation from the lot coverage standards. The maximum allowed lot coverage in the R-1 Zone is 40%; however, the proposed lot coverage ranges from 41.68% to 47.82%.

Setback requirements for the R-1 Zone include 20 feet in front, five (5) feet on each side and 10 feet in the rear. The Applicant will comply with the side and rear setback requirements but is requesting a reduction in the front setback, ranging between 4.5 to 6.5 feet.

A Tentative Tract Map application is required for any subdivision that results in five or more parcels.

GENERAL PLAN

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

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

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

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

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

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE

SITE PLAN REVIEW (MMC Chapter 17.74 et seq.)

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

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

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

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

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

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

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

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

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

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE

VARIANCES (MMC Chapter 17.72 et seq.)

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

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

Zone Variance Requests

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

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

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

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

- 1. The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.*
- 2. Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the Applicant requests to use as much space as possible causing the lot coverage to be more than usual.*

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

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

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

1. *The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the Applicant is requesting. The Applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the Project would not be possible.*
2. *Lot coverage: If the Applicant would design the houses using the MMC requirements, the houses would be extremely small and not suitable for a growing family, which the Applicant hopes to house.*
3. *Front Setbacks: If the Applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The Applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.*

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

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

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

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

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

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

1. *Lot sizes: The variance of lot sizes will not affect the surrounding users as there currently are units in the surrounding area that are similar sizes and have no effect on the surrounding properties.*
2. *Lot coverage: Although the lots will be above the allowed lot coverage, and the lots will be fully built out, every unit will be of a similar design, the consistency will ensure no unit will stand out from the others.*
3. *Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any concerns regarding the limited driveway that will result from the front setback variance.*

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

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

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

TENTATIVE TRACT MAP (MMC Chapter 16.12 et seq.)

1. *Describe how the proposed map is consistent with the General Plan and Specific plans*

as described in California Government Code Section 65451.

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

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

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

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

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

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

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

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

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

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

According to a study conducted by the Applicant, the Project is estimated to produce less

than 113 trips per day including 7 trips during the AM peak hour and 8 during the PM peak hours. The modern construction techniques employed for the Project lessen the likelihood of termites and other insects that have the potential of appearing because of the Project.

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

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

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

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

SUMMARY:

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

On July 16, 2024, during a duly noticed public hearing, staff provided a presentation for Case No. PC-2024-0002-SPR/ZV/TTM to the Planning Commission. Additionally, the Planning Commission received public comments, took testimony from the Applicant, deliberated, and ultimately voted 2-1-2-0 to deny Case No. PC-2024-0002-SPR/ZV/TTM.

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

On August 1, 2024, a Notice of Public Hearing for the City Council's consideration of the appeal on August 14, 2024, was published in the Montebello News. Additionally, on the same date, the Notice of Public Hearing was mailed to all property owners within 300 feet of the proposed Project Site.

On August 14, 2024, the Applicant requested a continuance of the matter. The City Council proceeded with a public hearing to receive public comments, followed by deliberation, resulting in a decision to continue the appeal to a future date pursuant to the Applicant's request, with the expectation that the Applicant will conduct targeted

community outreach.

On March 13, 2025, in accordance with MMC Section 17.78 (Public Hearing, Notices and Appeals), a Notice of Public Hearing (see Attachment E) for the City Council's continued public hearing on March 26, 2025, was mailed to interested parties and all property owners within 300 feet of the proposed Project Site. On the same date, the Notice of Public Hearing was published in the Montebello News.

ATTACHMENT(S)

1. Attachment A- RESOLUTION 24-61 uphold Planning Commission Denial (draft 03-11-2025)
2. Attachment B- RESOLUTION 24-62 overturning the Planning Commission Decision
3. Attachment C- Site plan Floor Plans and Elevations
4. Attachment D1 - Planning Commission Staff Report July 16, 2024
5. Attachment D2 - Planning Commission Staff Report Reso No. 07-24_301 Jacmar
6. Attachment E - Public Hearing Notice - CC Appeal - 301 Jacmar Ave. - 03.26.2025
7. Attachment F - Public Comment Letters and Speaker Cards
8. Attachment G - Brochure
9. Attachment H- Tentative Tract Map
10. Attachment I CEQA Notice of Exemption

RESOLUTION NO. 24-61

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

RECITALS

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

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

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

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

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

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

WHEREAS, on August 14, 2024, the City Council conducted a duly noticed public hearing to consider the Appeal and Tentative Tract Map application and subsequently continued the appeal to a future date at the Applicant's request; and

WHEREAS, on March 26, 2025, the City Council conducted a duly noticed public hearing to consider the Appeal and Tentative Tract Map application.

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

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

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

A. GENERAL PLAN

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

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

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

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

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

B. SITE PLAN REVIEW

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

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

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

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

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

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

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

C. VARIANCES

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

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

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

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of privileges enjoyed by other properties in the vicinity under identical zoning classifications by not being able to fully utilize the Project site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. TENTATIVE TRACT MAP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. ENVIRONMENTAL

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

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

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

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APPROVED AND ADOPTED THIS 26TH DAY OF MARCH 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)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-61 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 March 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

RESOLUTION NO. 24-62

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

RECITALS

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

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

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

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

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

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

WHEREAS, on August 14, 2024, the City Council conducted a duly noticed public hearing to consider the Appeal and Tentative Tract Map application and subsequently continued the appeal to a future date at the Applicant's request; and

WHEREAS, on March 26, 2025, the City Council conducted a duly noticed public hearing to consider the Appeal and Tentative Tract Map application.

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

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

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

A. GENERAL PLAN

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

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

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

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

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

B. SITE PLAN REVIEW

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

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

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

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

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

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

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

C. VARIANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any

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concerns regarding the limited driveway that will result from the front setback variance.

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

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

D. TENTATIVE TRACT MAP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. **ENVIRONMENTAL**

In accordance with the California Environmental Quality Act ("CEQA"), the proposed Site Plan Review, Case No. PC-2024-0002-SPR/ZV/TTM ENV 02-24-CE, is considered a "project," per the (CEQA) definition of a "project." The Project is considered a Class 32 and Categorically Exempt per CEQA Guidelines Section

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15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines Section 15300.2 apply.

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

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

A. Planning Division Conditions

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

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of occupancy shall be issued until such violation(s) have been fully remedied.

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

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

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onto adjacent public paved roads.

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

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

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

B. Building Division Conditions

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

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

20. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official.

C. Public Works Department

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

General:

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

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

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the final map and the City Council accepts any applicable bonds or agreements.

23) The applicant/ property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check before filling a Final Map with the city for approval.

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

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

D. Fire Department

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

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution.

[Signatures on the following page.]

APPROVED AND ADOPTED THIS 26TH DAY OF MARCH 2025.

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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)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-62 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 March 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

NOTES

GENERAL NOTES:

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

ABBREVIATIONS + SYMBOLS

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

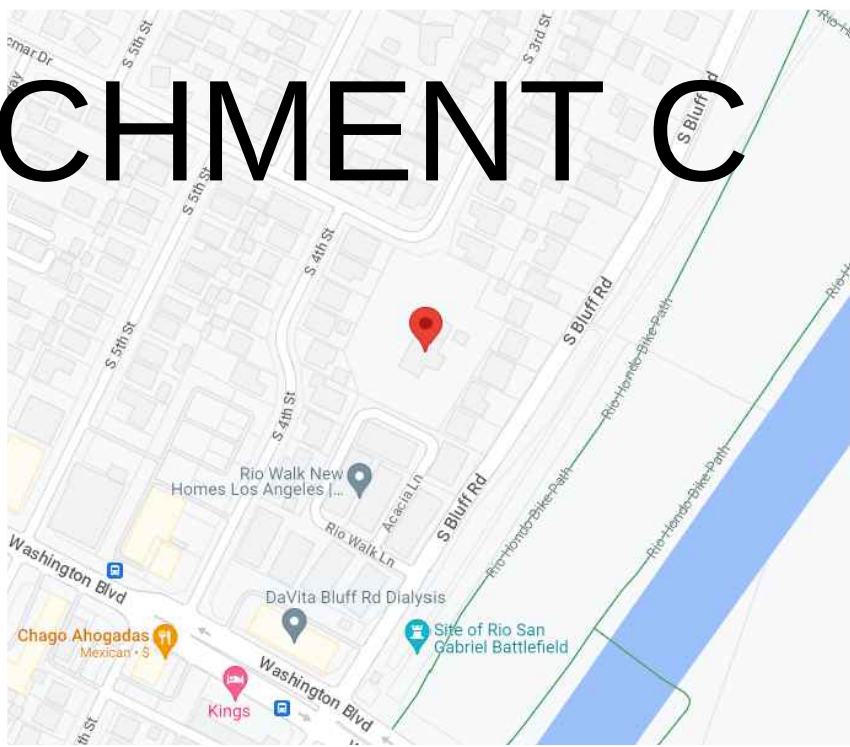
PROJECT:

JACMAR

301 JACMAR DR
MONTEBELLO, CA 90640

VICINITY MAP

ATTACHMENT C



SCOPE OF WORK

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

FIRE DEPARTMENT NOTES

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

DEFERRED SUBMITTALS

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

CONTRACTOR NOTES

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

PROJECT DIRECTORY

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

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

Architect
To Be Determined

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

SHEET INDEX

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

UNITS 1&2

A-200 FLOORPLAN
A-201 ELEVATIONS
A-202 ELEVATIONS
A-203 ROOF PLAN

UNITS 3-8 & 11-15

A-300 FLOORPLAN
A-301 ELEVATIONS
A-302 ELEVATIONS
A-303 ROOF PLAN

UNITS 9&10

A-400 FLOORPLAN
A-401 ELEVATIONS
A-402 ELEVATIONS
A-403 ROOF PLAN

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

APPLICABLE CODES

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

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

PROJECT INFO./BUILDING DATA

(EXISTING) OCCUPANCY CODES

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

(NEW) OCCUPANCY CODES

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

PROPERTY SUMMARY

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

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

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

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

Roofed Area Per Unit/ (Bed/Bath):

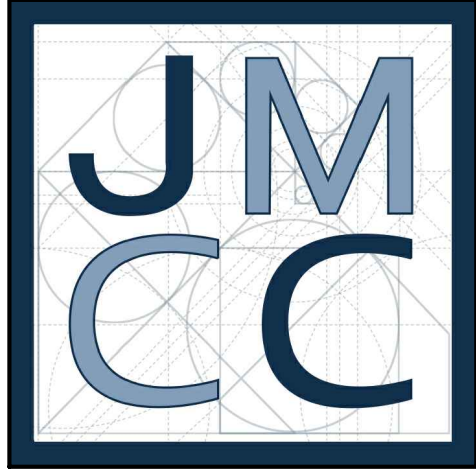
- Unit 1:1,231 Sq Ft (4/2.5)
- Unit 2:1,231 Sq Ft (4/2.5)
- Unit 3:1,108 Sq Ft (3/2.5)
- Unit 4:1,060 Sq Ft (3/2.5)
- Unit 5:1,060 Sq Ft (3/2.5)
- Unit 6:1,108 Sq Ft (3/2.5)
- Unit 7:1,060 Sq Ft (3/2.5)
- Unit 8:1,060 Sq Ft (3/2.5)
- Unit 9:1,302 Sq Ft (4/3.5)
- Unit 10:1,302 Sq Ft (4/3.5)
- Unit 11:1,215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

Total Roofed Area: 17,597

PARKING

Existing Parking: 2 Car Garage plus driveway

Proposed Parking: 2 Enclosed spaces per dwelling unit



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
1.11.24

SHEET:
COVER SHEET

SCALE:

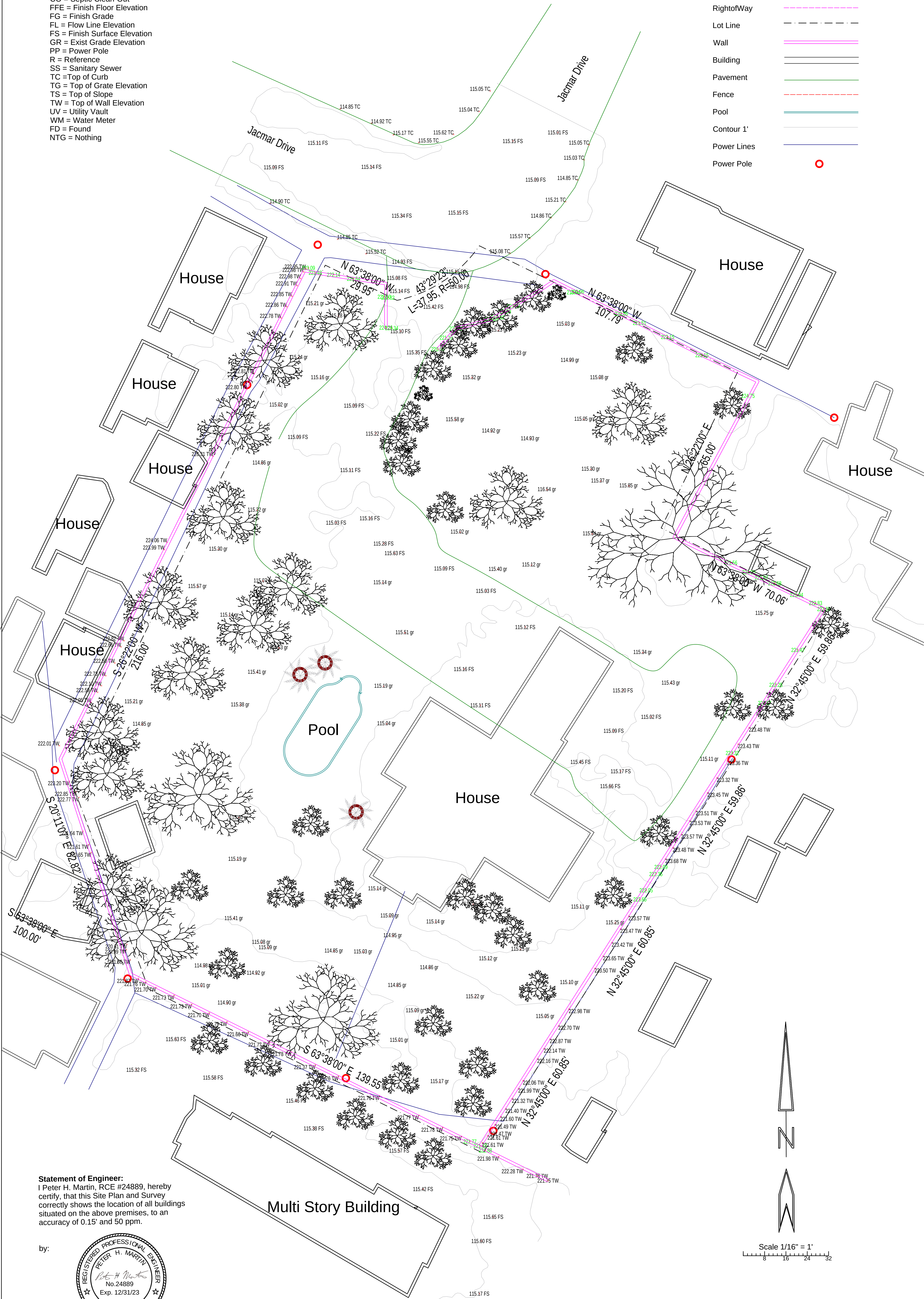
N.T.S.

SHEET #:

T-100

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

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



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

by:



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

PREPARED FOR:

John Mark Construction
Company, Inc

APN: 6352-026-029

Site Survey
201 Jacmar Dr.
Montebello, CA 90640

DATE:

10/11/23

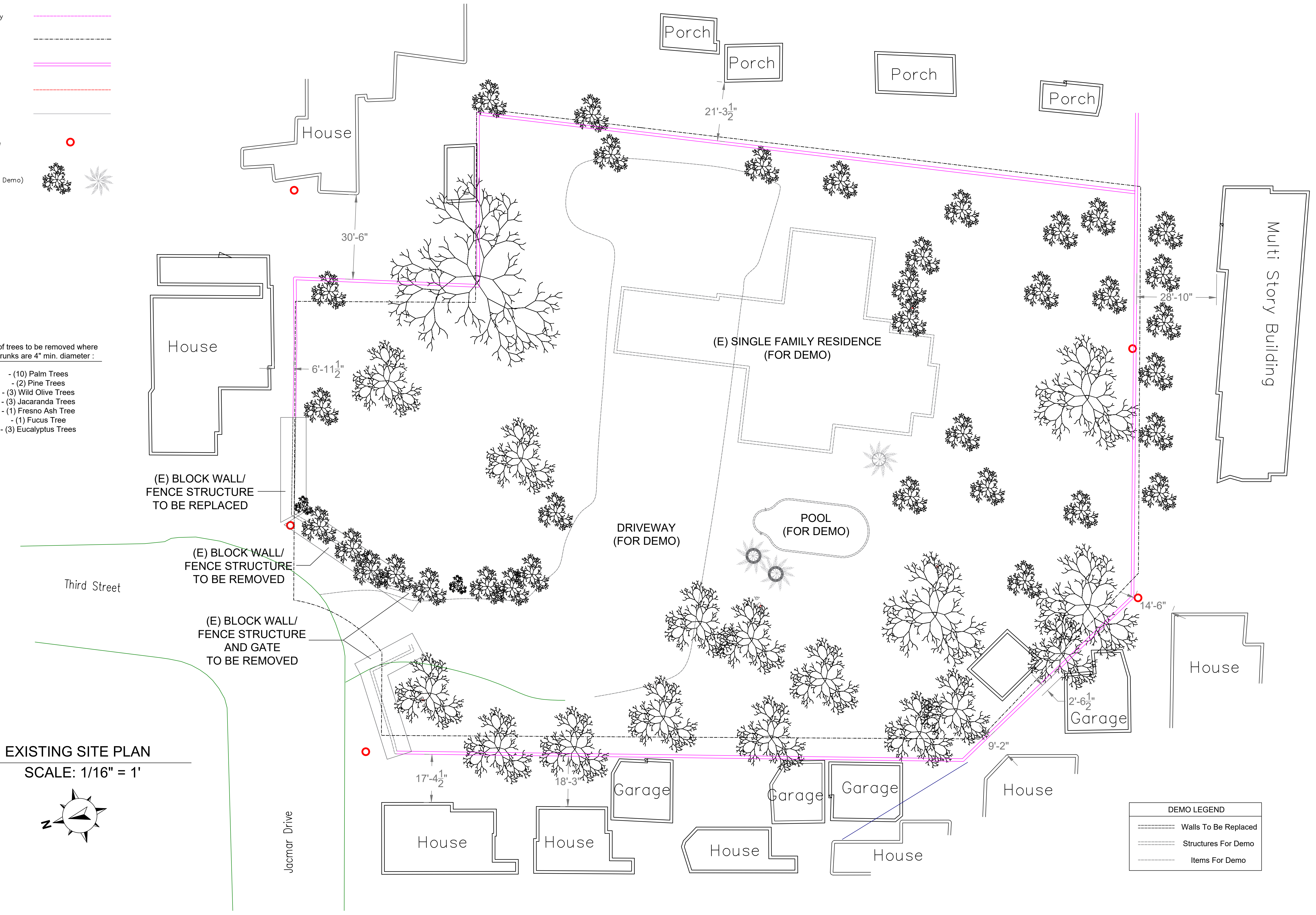
C-1
SHEET 1 OF 1

Martin Engineers
Peter H. Martin
RCE 24889

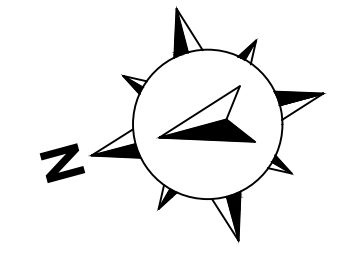
5025 Crown Ave.
La Cañada, CA 91011
818-495-3024

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

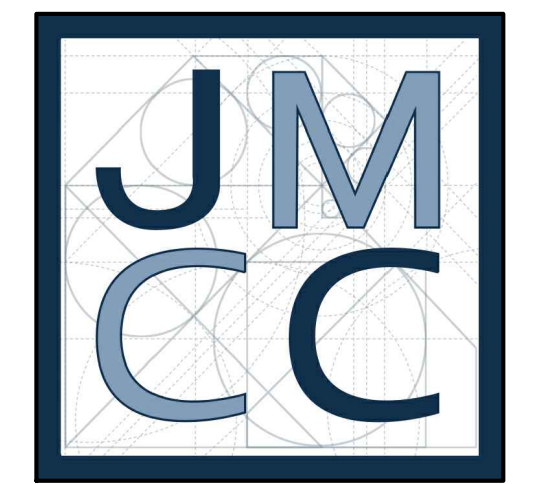
- List of trees to be removed where all trunks are 4" min. diameter :
- (10) Palm Trees
 - (2) Pine Trees
 - (3) Wild Olive Trees
 - (3) Jacaranda Trees
 - (1) Fresno Ash Tree
 - (1) Fucus Tree
 - (3) Eucalyptus Trees



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



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



PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:

ANTHONY SANCHEZ

DATE:

1.11.24

SHEET:

(E) SITE PLAN/
DEMO PLAN

SCALE:

1/16" = 1'

SHEET #:

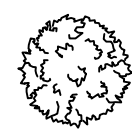
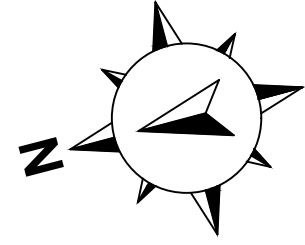
A-100

JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:

302 JACMAR DR
MONTEBELLO, CA 90640

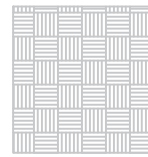
PROPOSED SITE PLAN
SCALE: 1/16" = 1'



TREE - 4" TRUNK MIN.

T-D

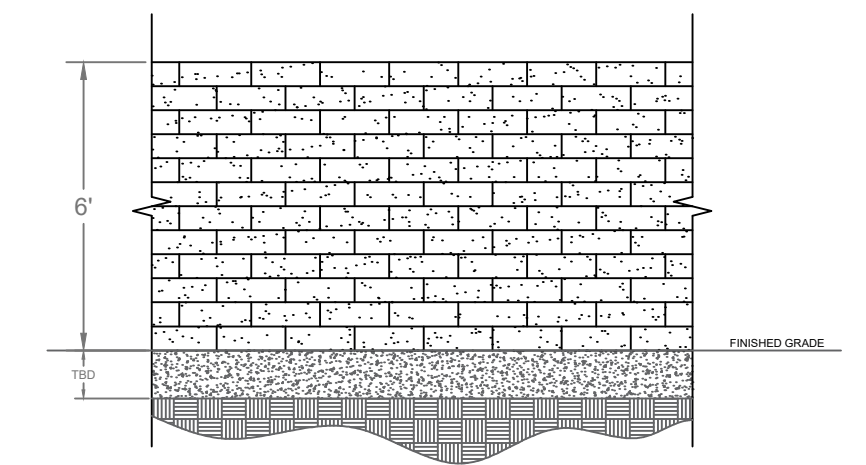
TRUNCATED DOMES



LANDSCAPE

3RD STREET

JACMAR DRIVE



(N) 6' WALL DETAIL -
DECORATIVE MASON WALL

SCALE: 1/4"=1'

* SLUMPSTONE PER 17.10.130.D OF
MONTEBELLO MUNICIPAL CODE



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

Units:

FOOTPRINT: 17,536 Sq Ft

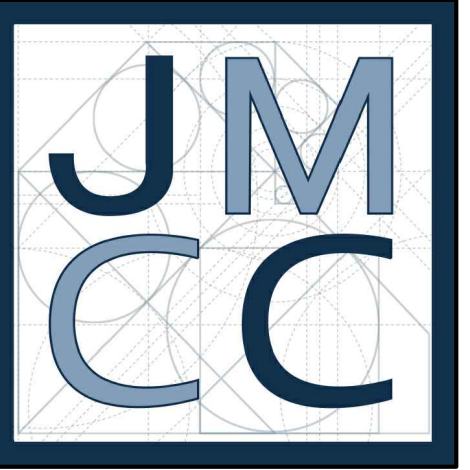
ROOFED AREA: 24,155 Sq Ft

PAVEMENT:

PRIVATE OPEN AREA: 21,520 Sq Ft

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

STREET: 13,034 Sq Ft



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
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MONTEBELLO, CA 90640

PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:

ANTHONY SANCHEZ

DATE:

1.11.24

SHEET:

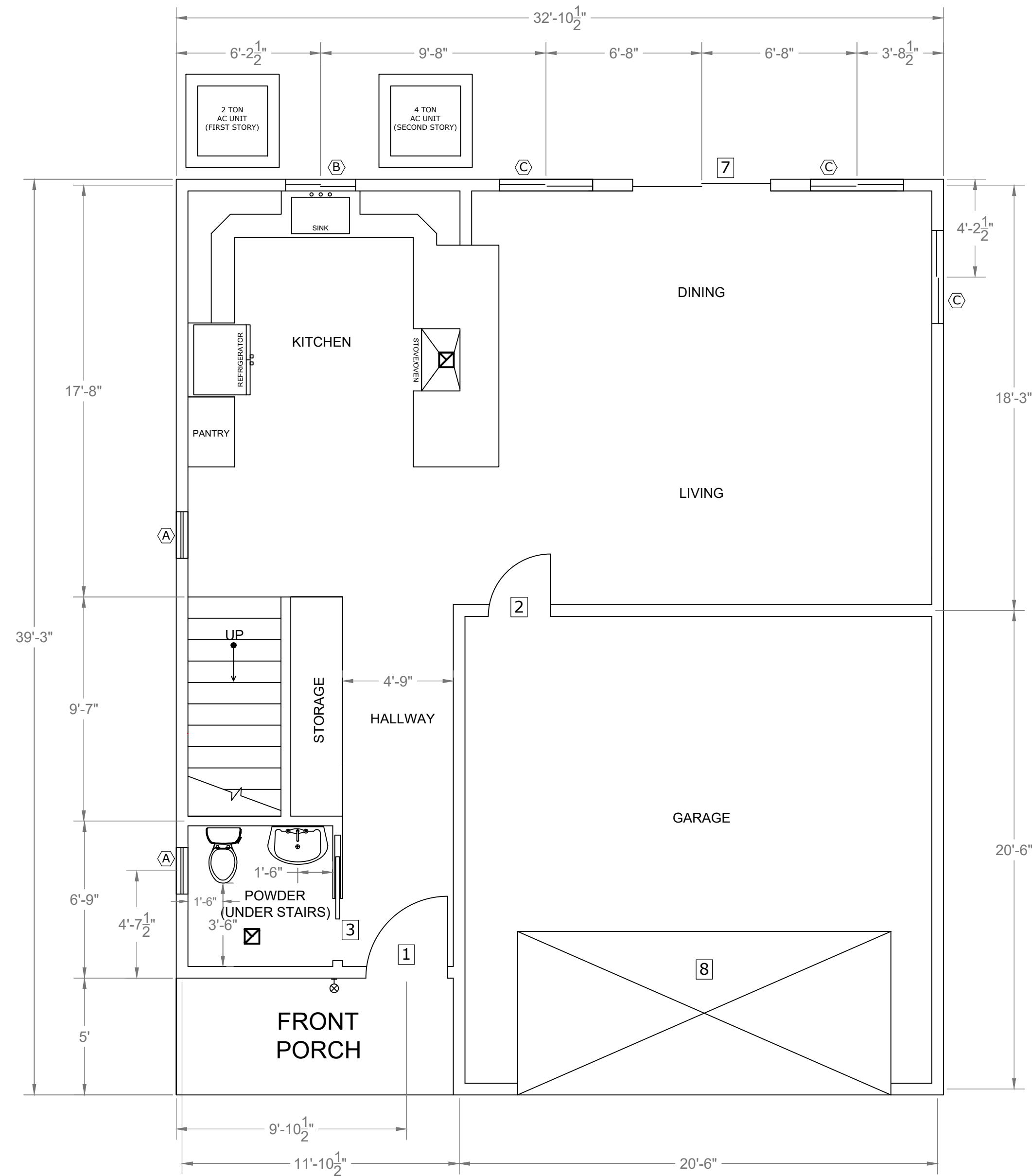
PROPOSED
SITE PLAN

SCALE:

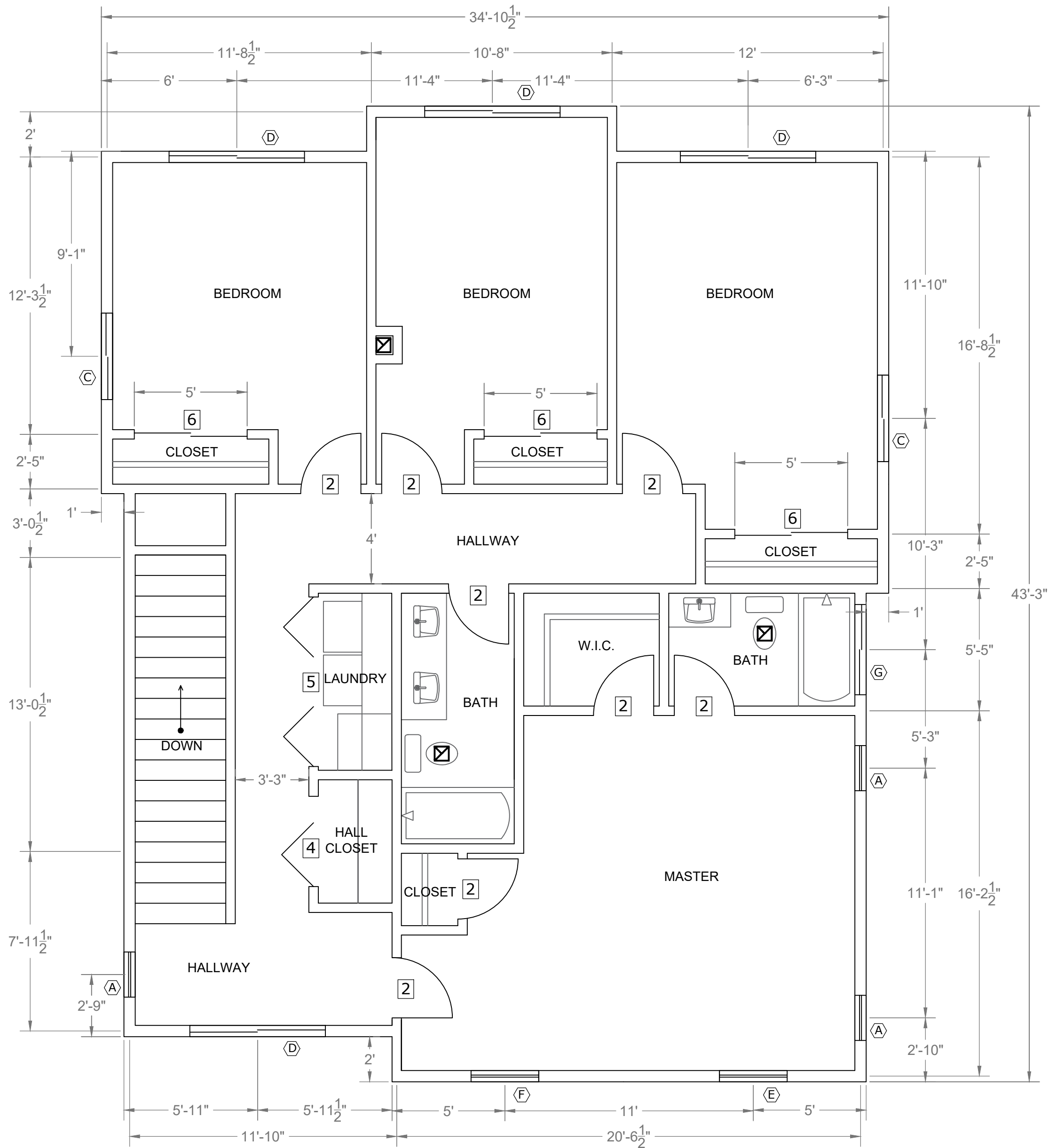
1/16" = 1'

SHEET #:

A-101



FIRST STORY



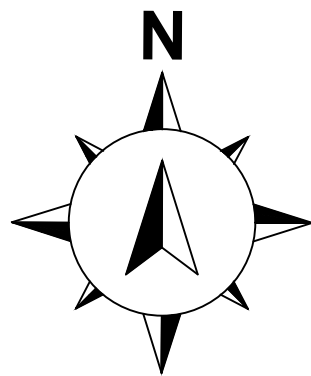
SECOND STORY

* EGRESS WINDOW

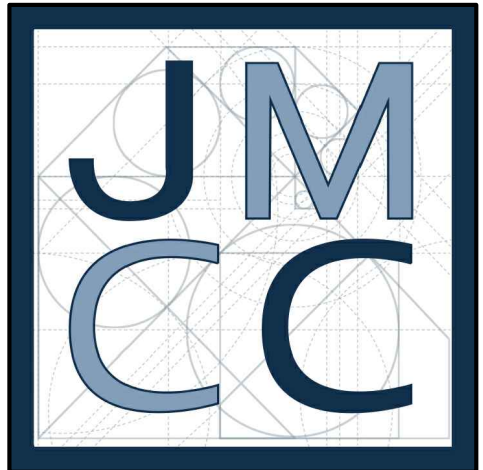
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

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

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



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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

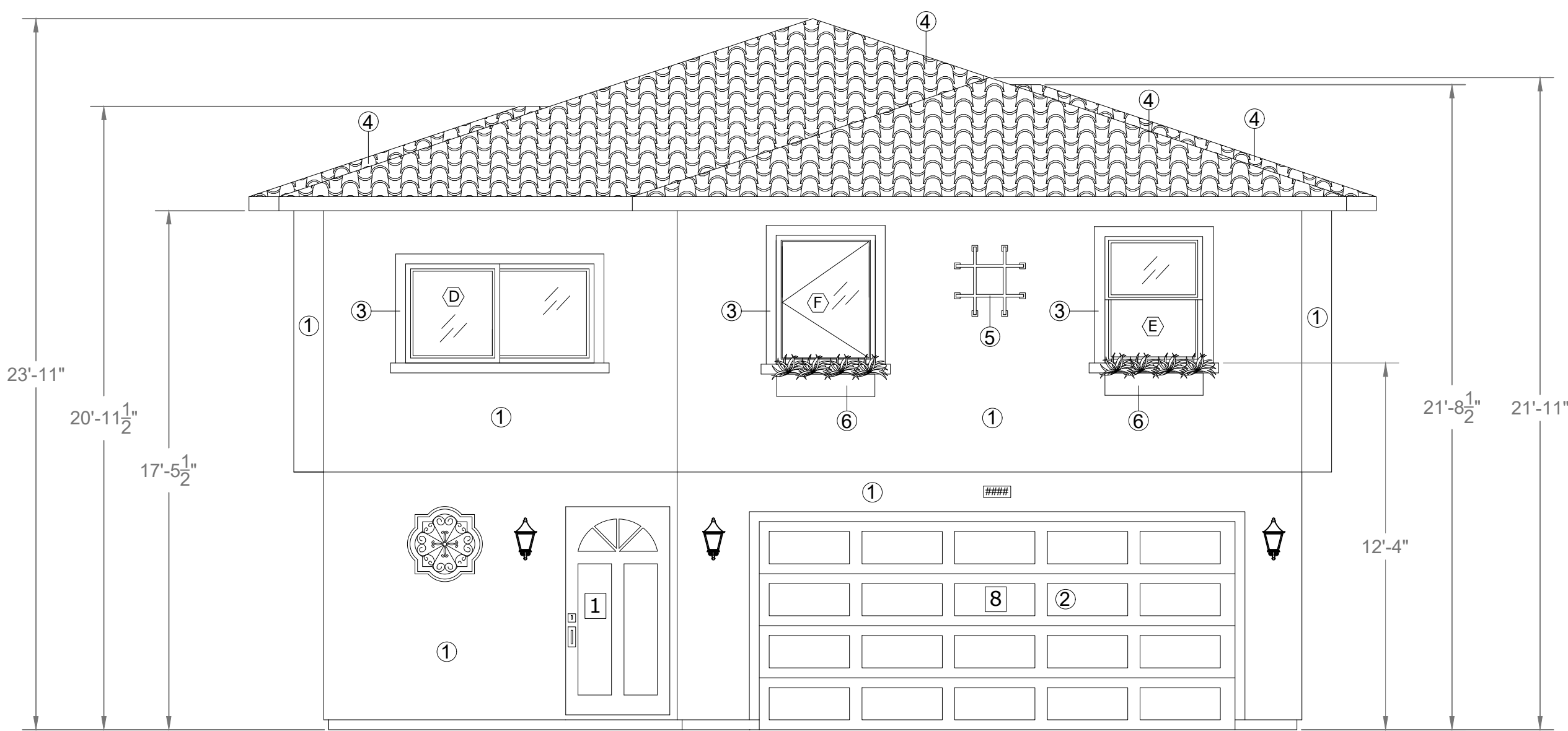
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
FLOORPLAN -
SUITE 1 & 2

SCALE:
1/4"=1'

SHEET #:
A-200



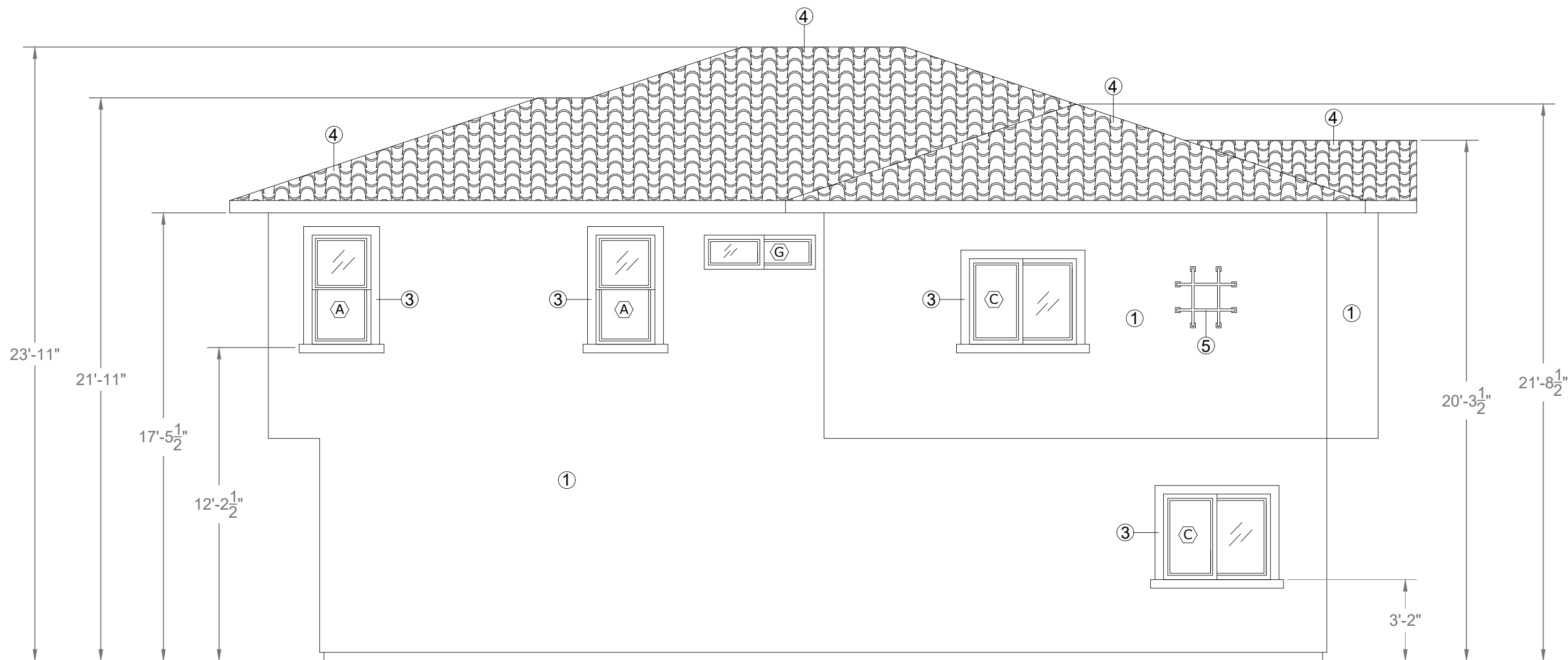
UNIT 1 & 2 - SOUTH ELEVATION
SCALE: 1/4"=1'

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

* EGRESS WINDOW

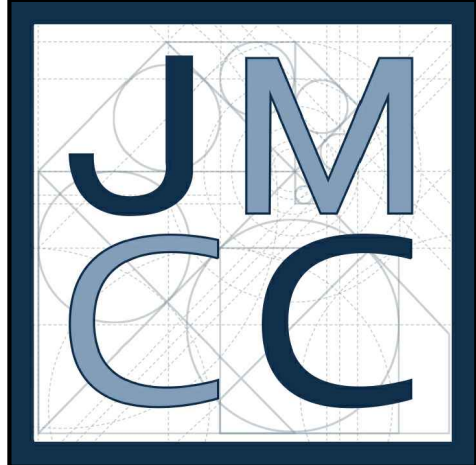
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

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



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

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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

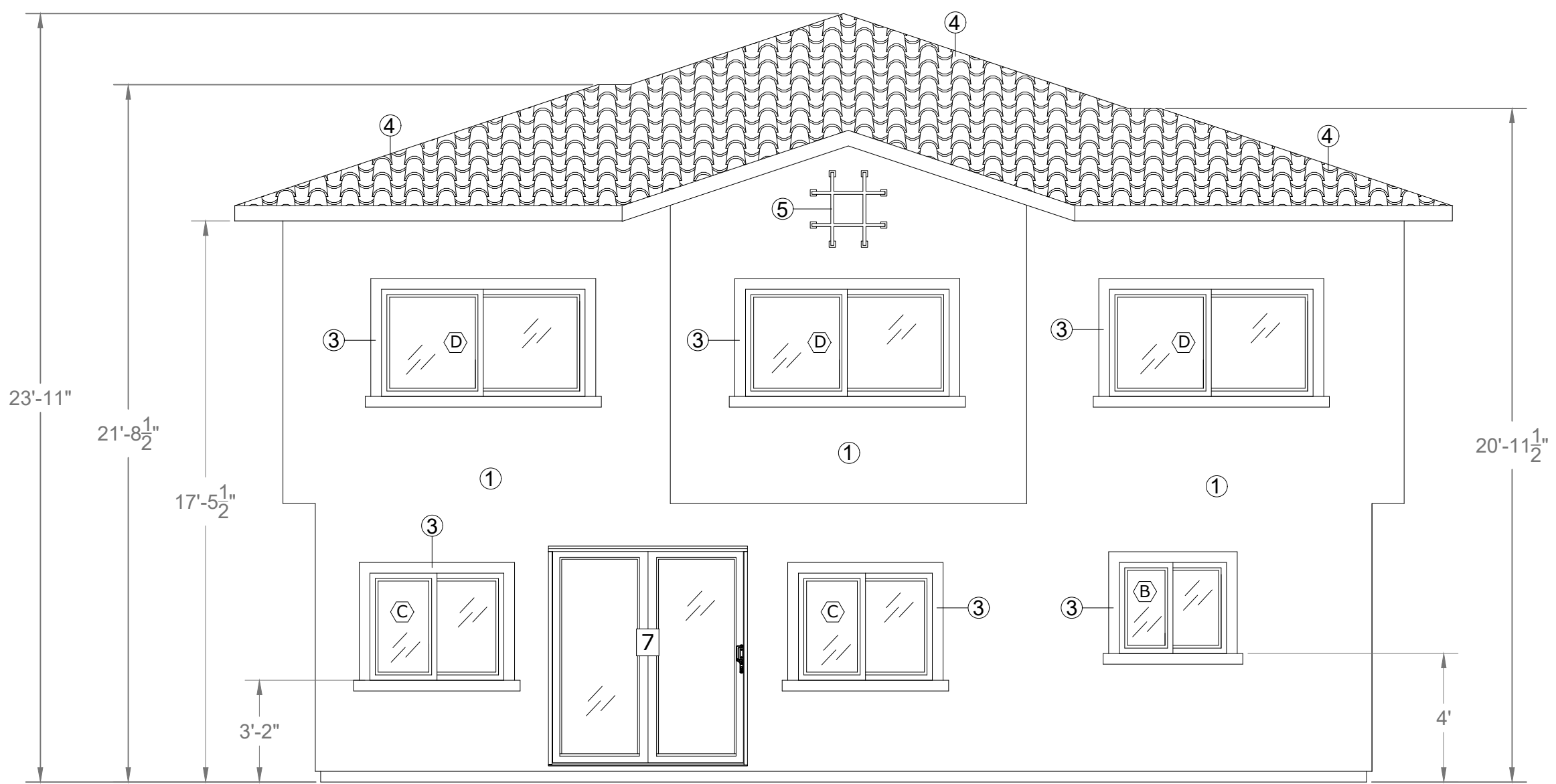
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ELEVATION -
UNITS 1&2

SCALE:
1/4"=1'

SHEET #:
A-201



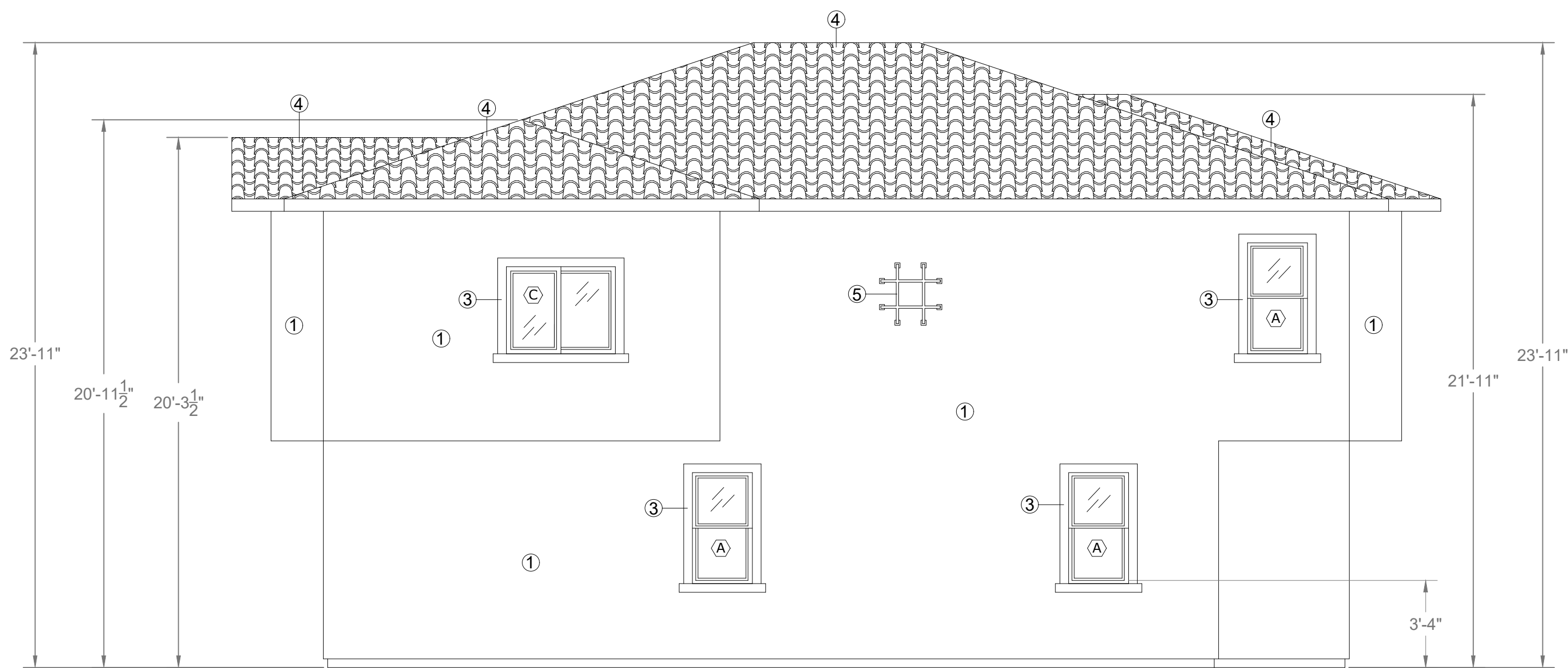
UNIT 1 & 2 - NORTH ELEVATION
SCALE: 1/4"=1'

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

* EGRESS WINDOW

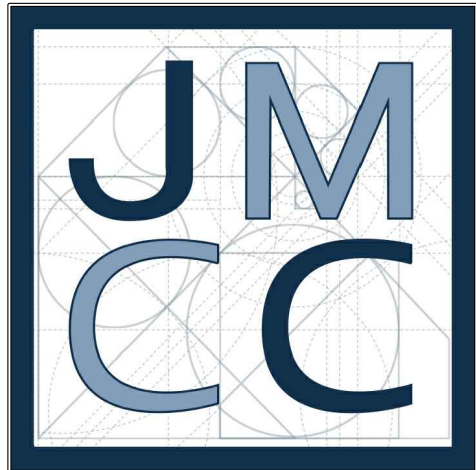
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
(A)	Single Hung	24 x 36	2 sq ft
(B)	Slider	36 x 30	2.6 sq ft
(C)	Slider	48 x 36	4.6 sq ft
(D)*	Slider	72 x 36	7.3 sq ft
(E)	Single Hung	36 x 48	4.3 sq ft
(F)*	Casement	36 x 48	7.0 sq ft
(G)	Slider	48 x 12	2.1 sq ft

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



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

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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS: 302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

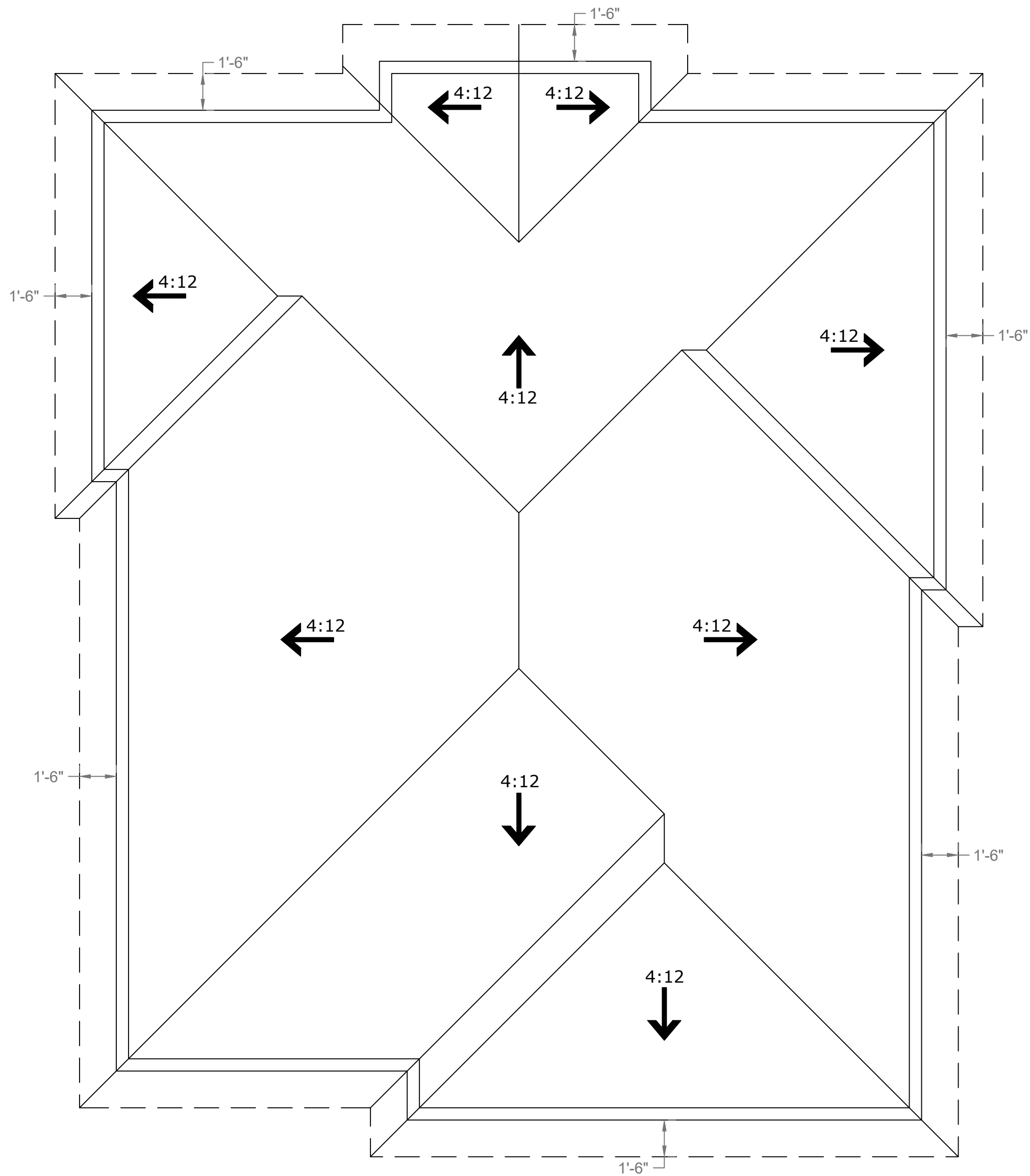
DRAWN BY:
ANTHONY SANCHEZ

DATE: 11.22.23

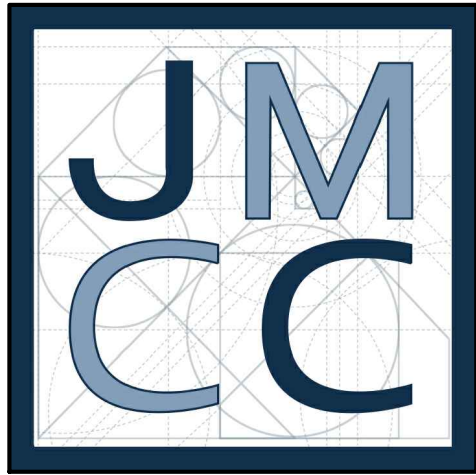
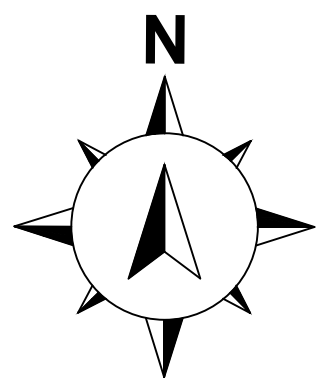
SHEET:
ELEVATION -
UNITS 1&2

SCALE:
1/4"=1'

SHEET #:
A-202



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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

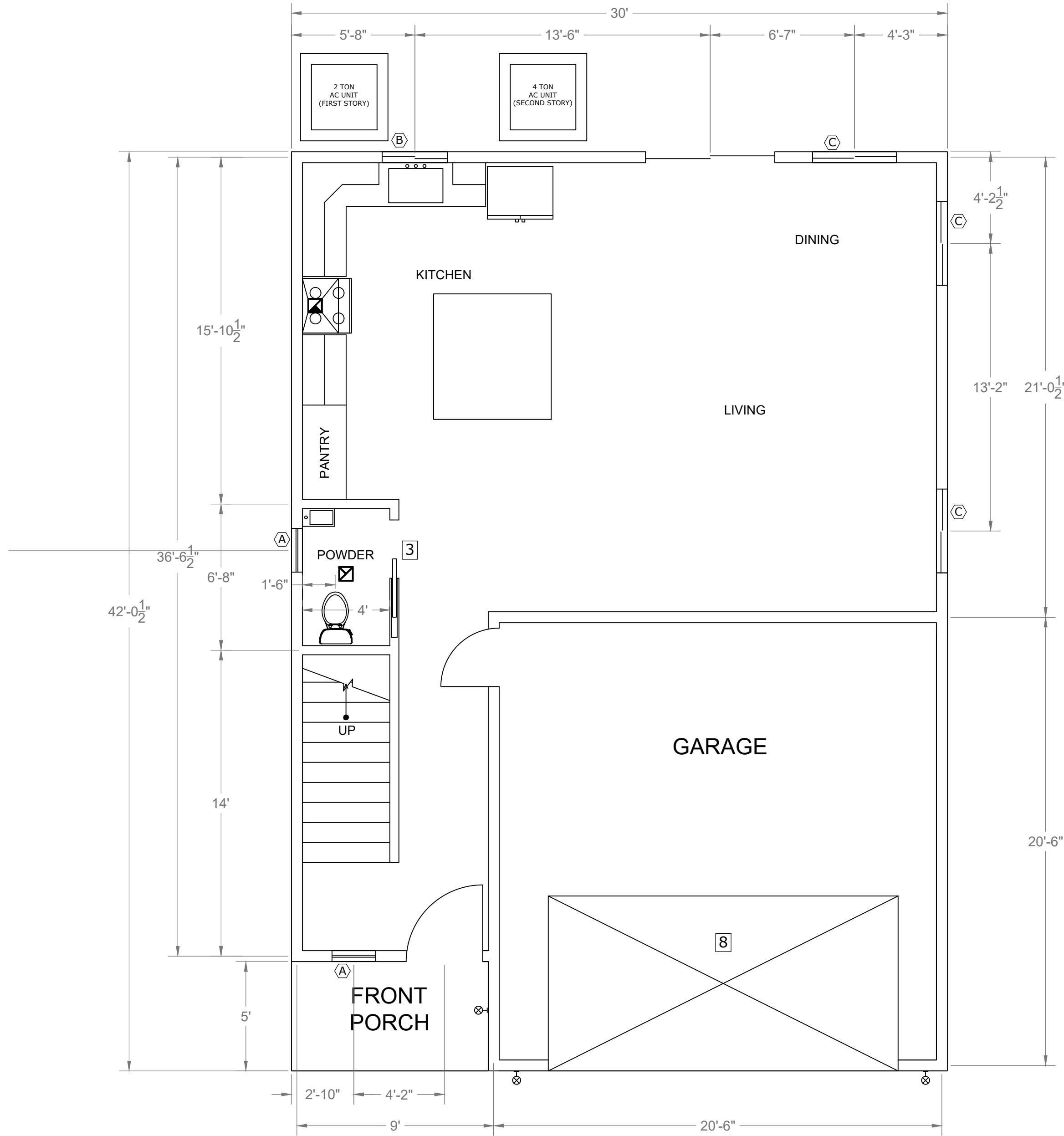
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
ROOF PLAN -
SUITE 1 & 2

SCALE:
1/4"=1'

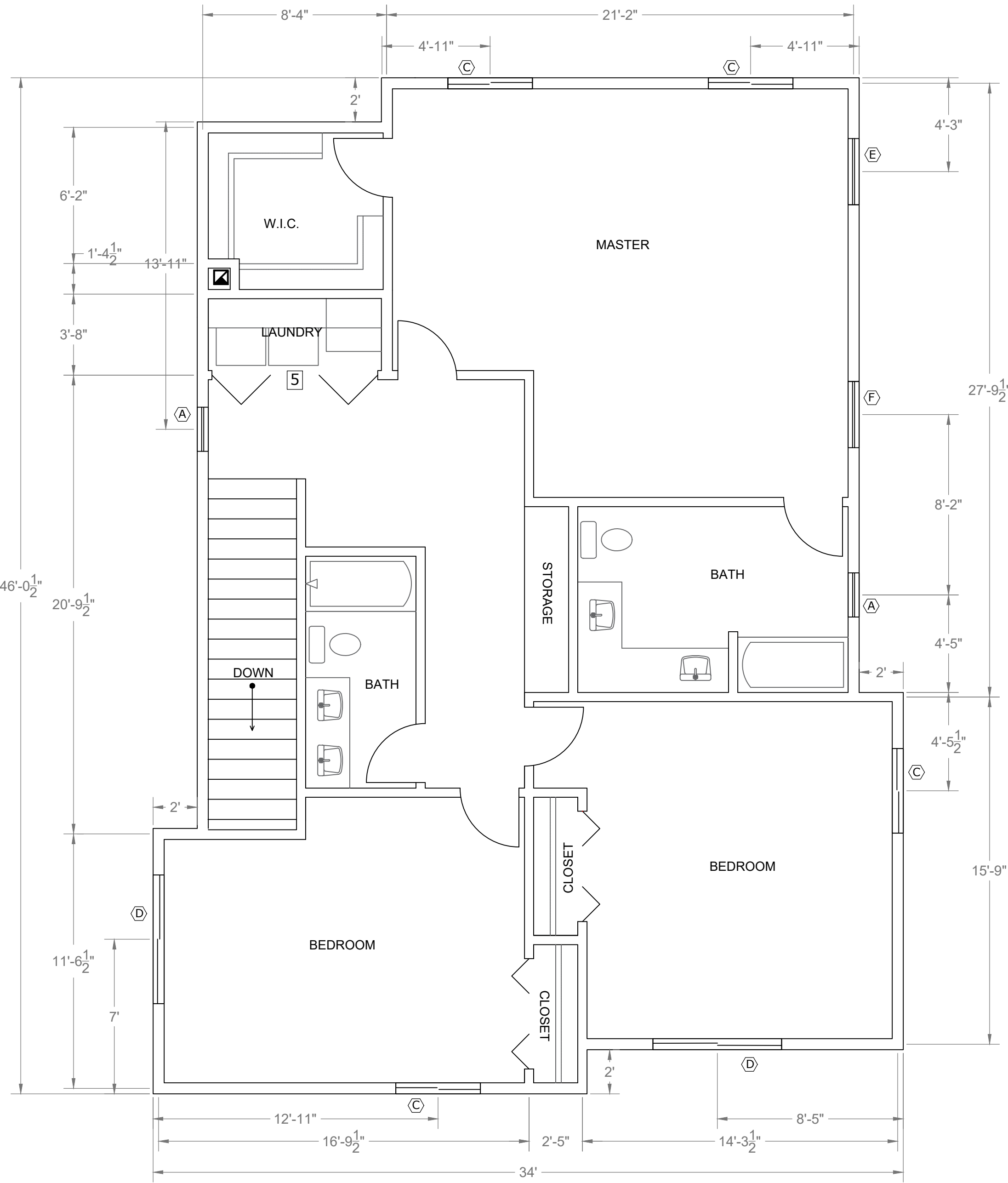
SHEET #:
A-203



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

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

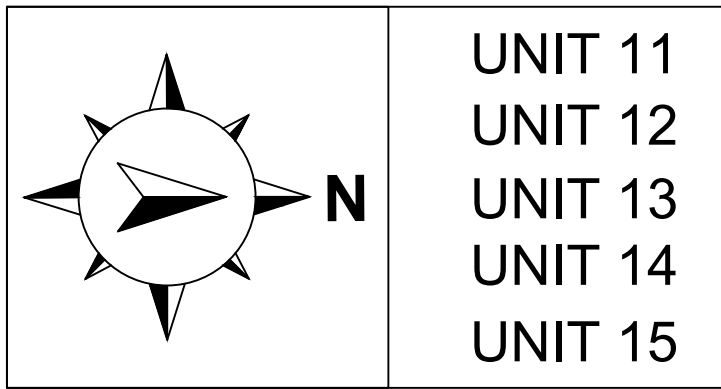
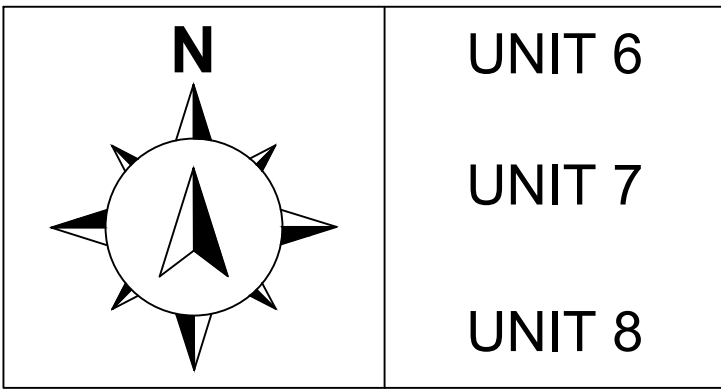
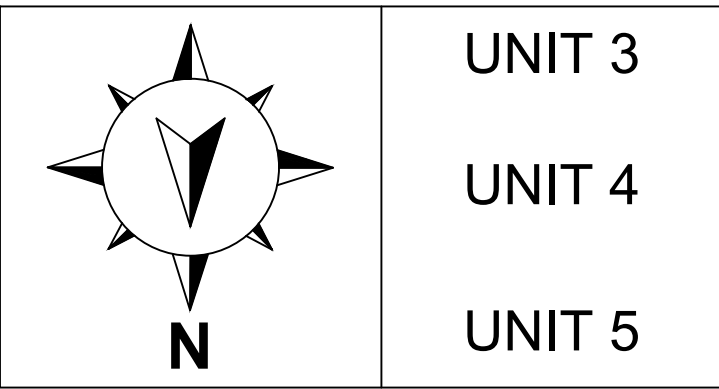
Sq Ft For Units 11-15	
First Story	727
Second Story	1317
Habitable Unit Sq Ft	2047
Garage Sq Ft	400
Covered Area	1215



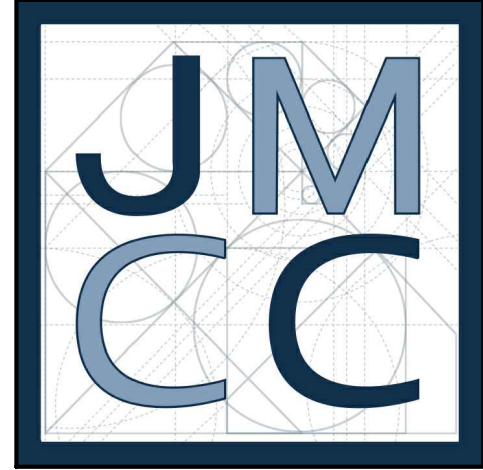
FLOORPLAN - UNITS 3, 4, 5, 6, 7, 8,11-15
SCALE: 1/4"=1'

* EGRESS WINDOW

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



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



PROJECT: JOHN MARK CONSTRUCTION CO.

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

PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND M. ANTONIETA MOLINARI

REVISION DATE:	

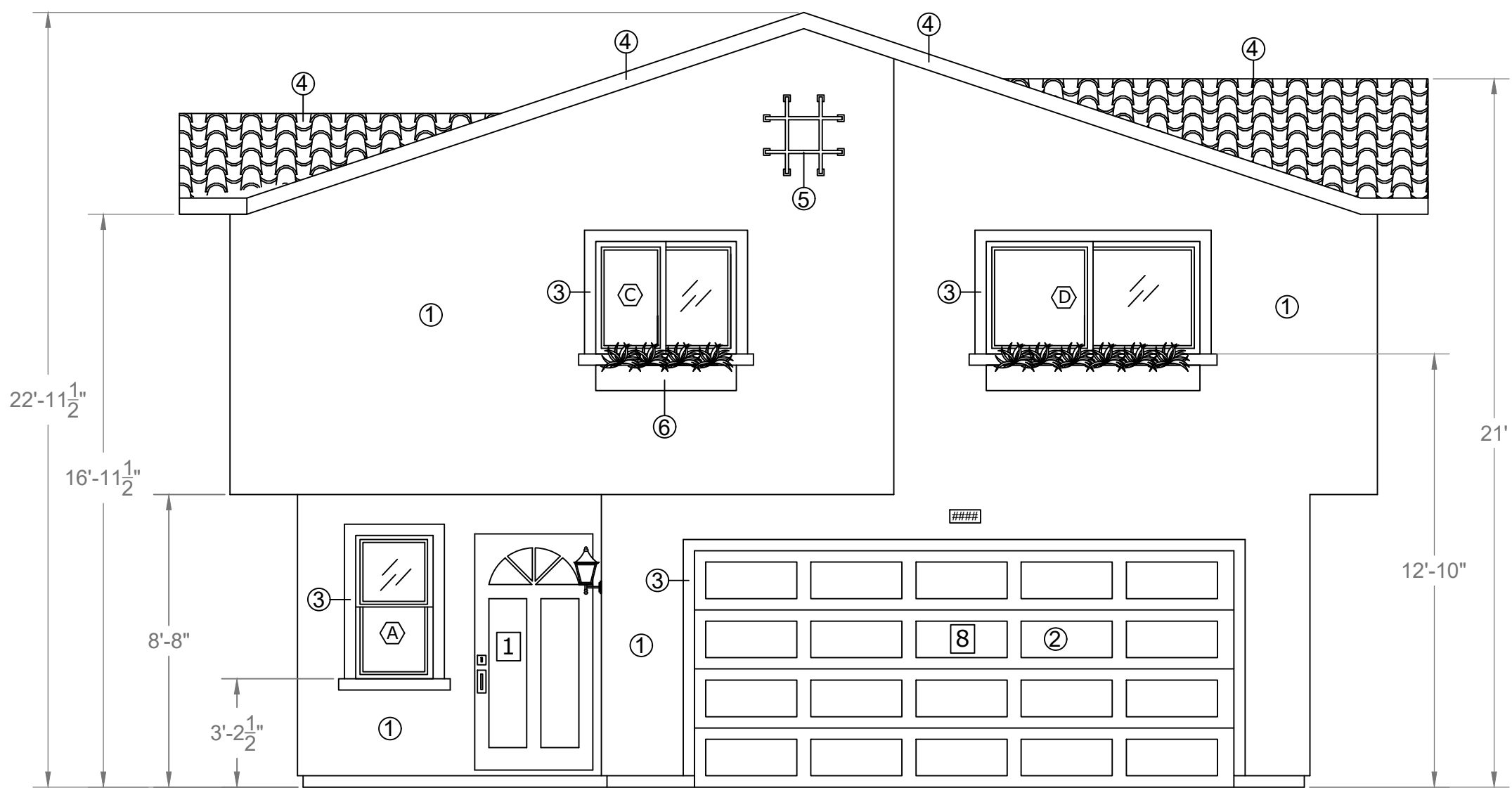
DRAWN BY: ANTHONY SANCHEZ

DATE: 11.22.23

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

SCALE: 1/4"=1'

SHEET #: A-300



NORTH ELEVATION
(UNITS 3, 4 &5)

SOUTH ELEVATION
(UNITS 6, 7, &8)

EAST ELEVATION
(UNITS 11-15)

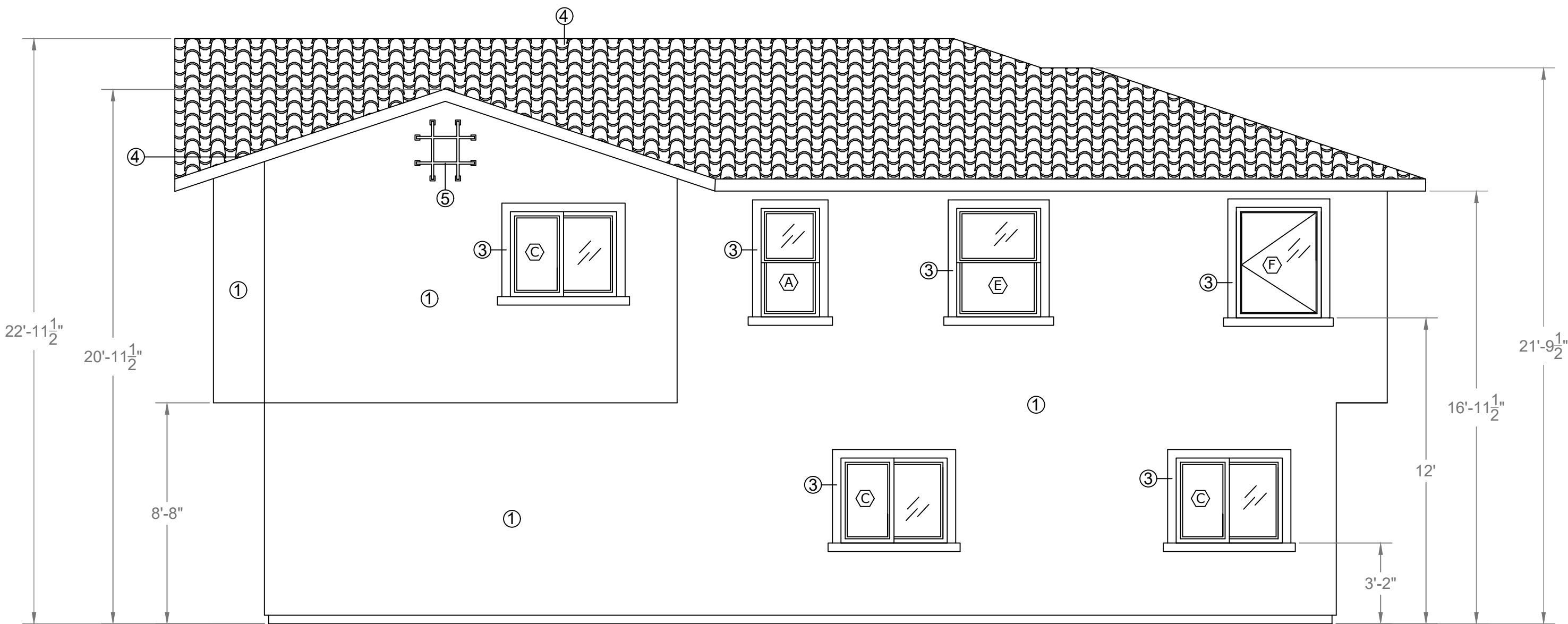
- MATERIAL LIST:
- ① Stucco
 - ② Wood Garage Door
 - ③ Architectural Foam Trim (Around Windows)
 - ④ Spanish Style Roofing Tile
 - ⑤ Decorative Iron
 - ⑥ Planter Box

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

* EGRESS WINDOW

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

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

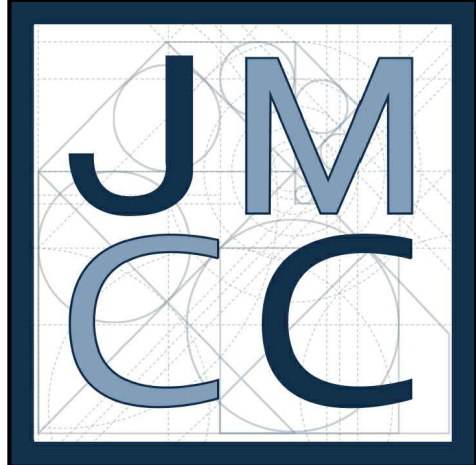


WEST ELEVATION
(UNITS 3, 4 &5)

EAST ELEVATION
(UNITS 6, 7, &8)

NORTH ELEVATION
(UNITS 11-15)

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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

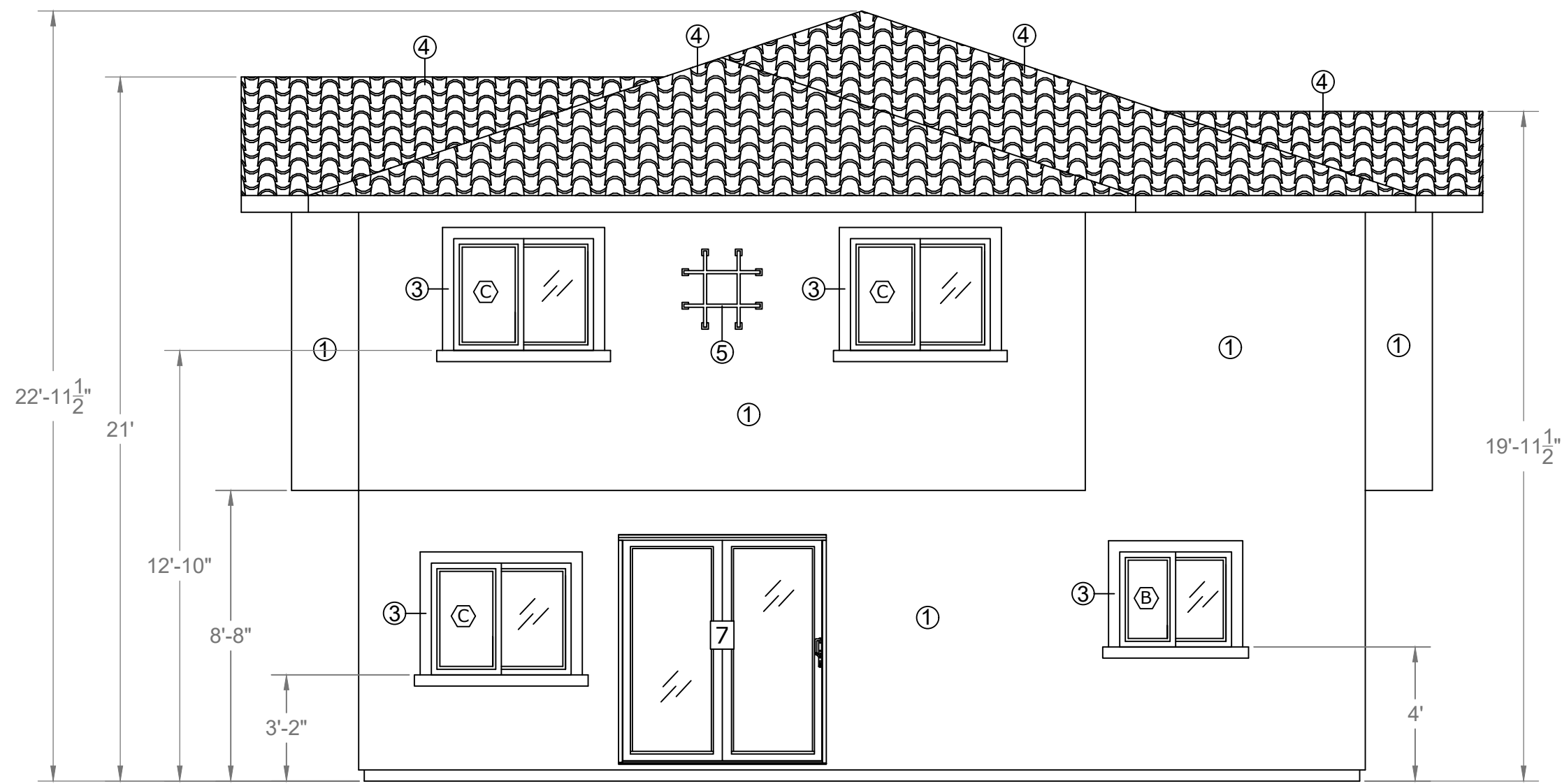
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

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

SCALE:
1/4"=1'

SHEET #:
A-301



SOUTH ELEVATION
(UNITS 3, 4 & 5)

NORTH ELEVATION
(UNITS 6, 7, & 8)

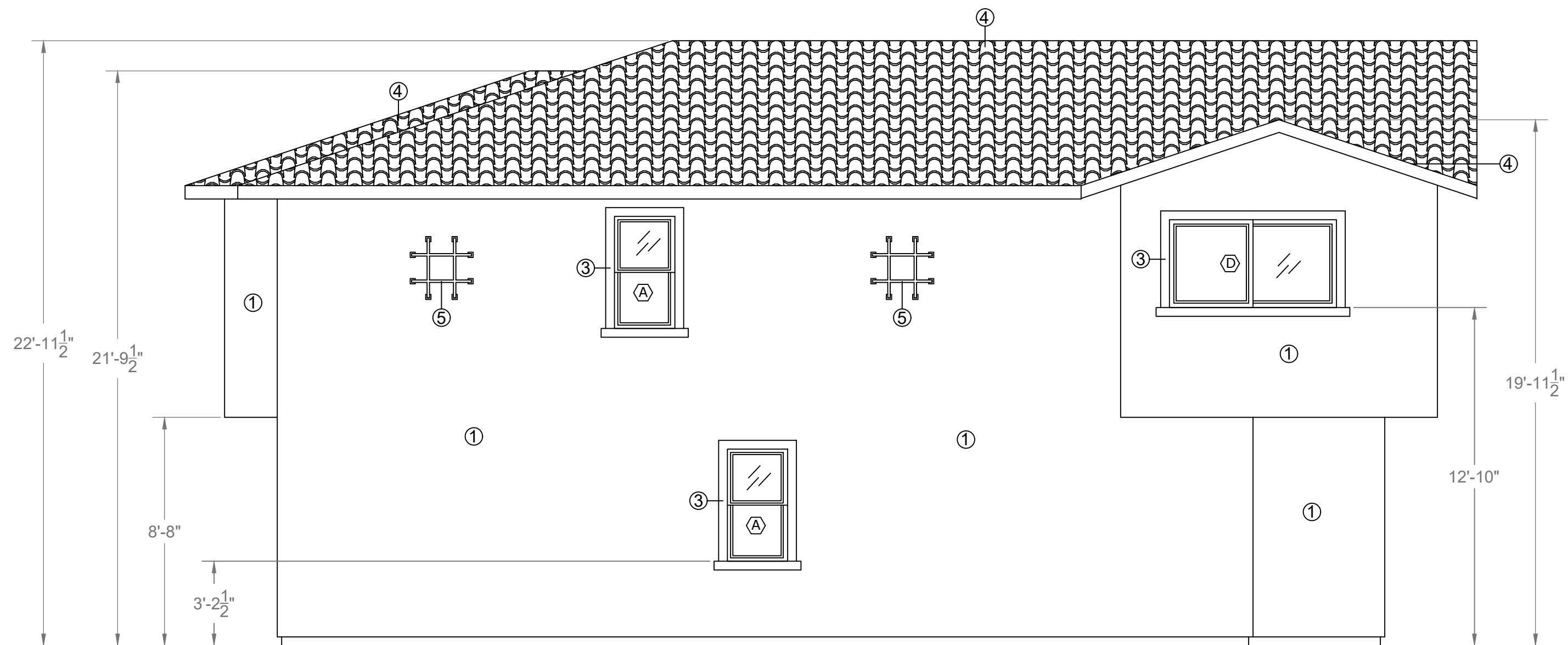
WEST ELEVATION
(UNITS 11-15)

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

* EGRESS WINDOW

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

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

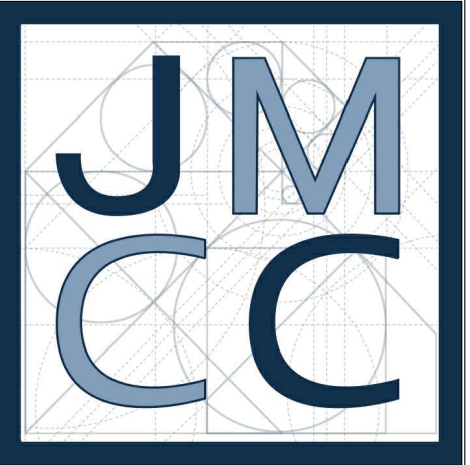


EAST ELEVATION
(UNITS 3, 4 & 5)

WEST ELEVATION
(UNITS 6, 7, & 8)

SOUTH ELEVATION
(UNITS 11-15)

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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS: 302 JACMAR DR
MONTEBELLO, CA 90640

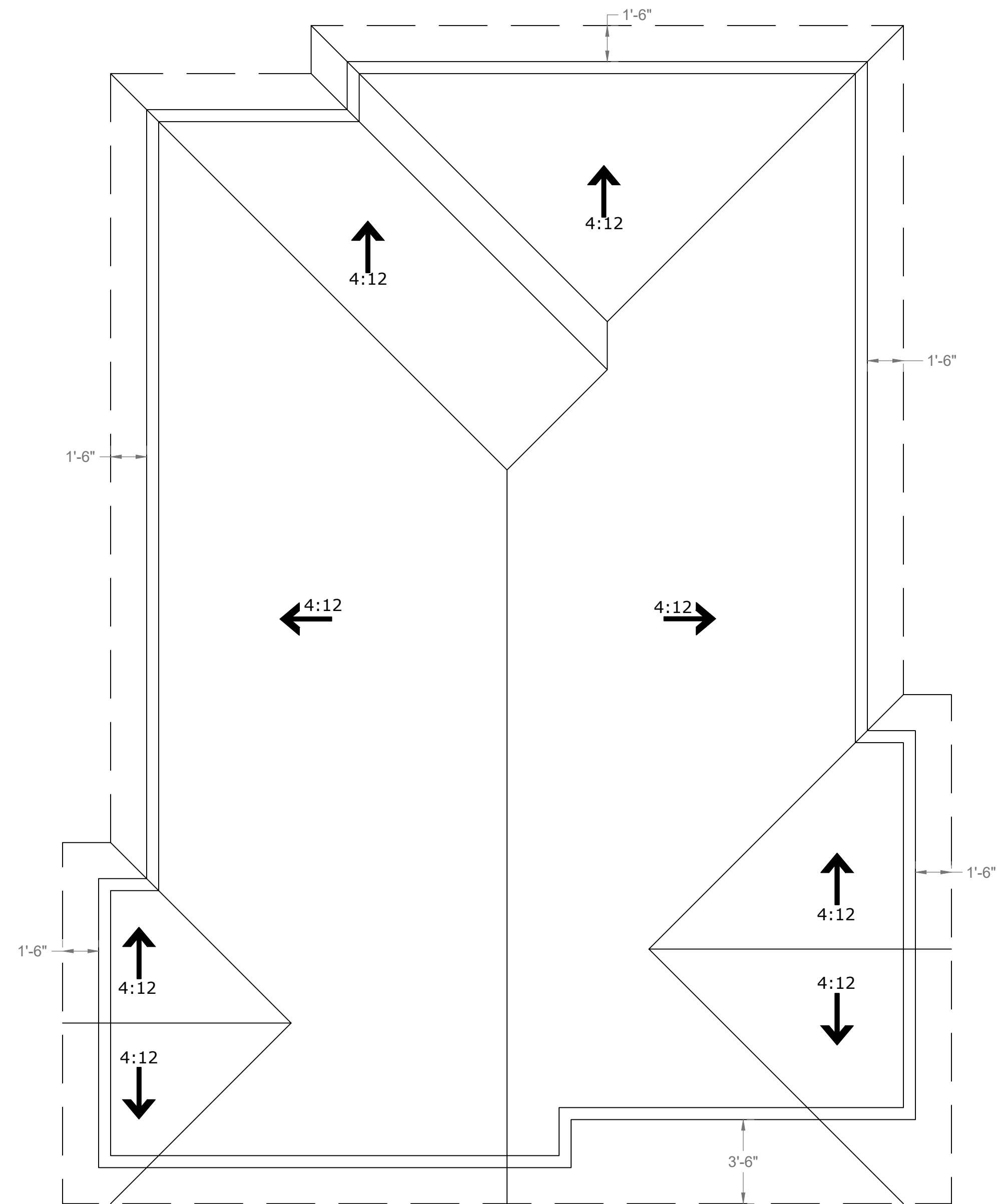
PROJECT: TENTATIVE TRACT MAP

CLIENT: WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

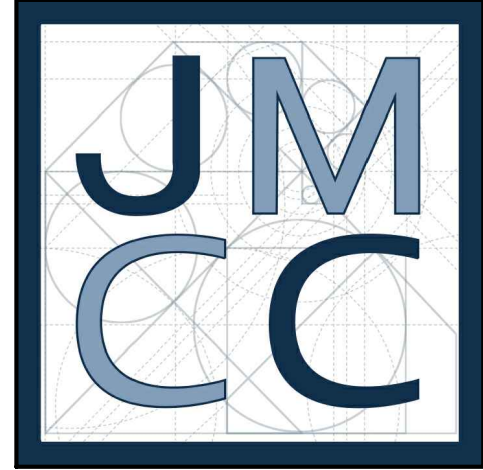
REVISION DATE:

DRAWN BY: ANTHONY SANCHEZ
DATE: 11.22.23
SHEET: ELEVATION - UNITS 3, 4, 5, 6, 7, 8, 11-15

SCALE: 1/4"=1'
SHEET #: A-302



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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

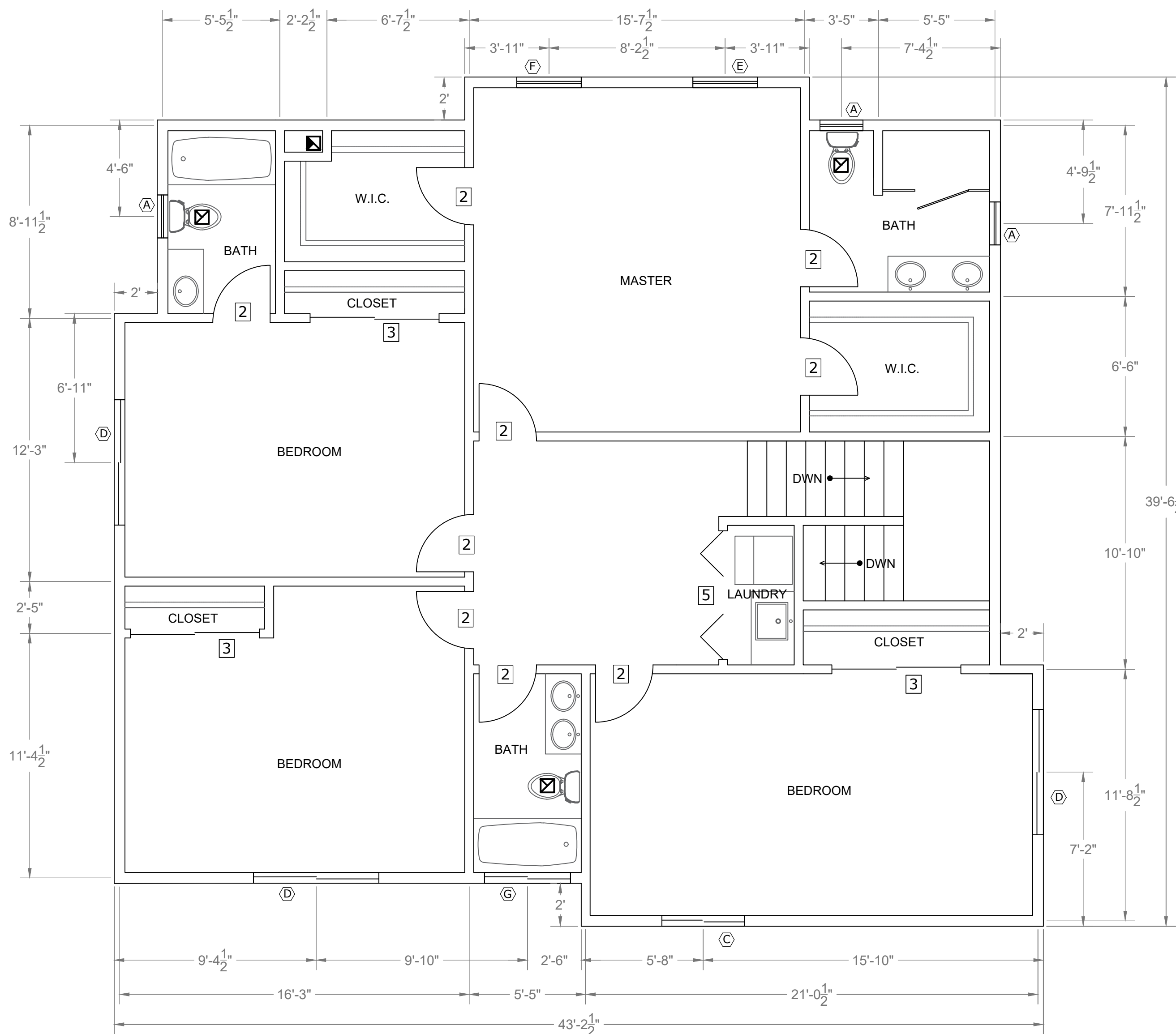
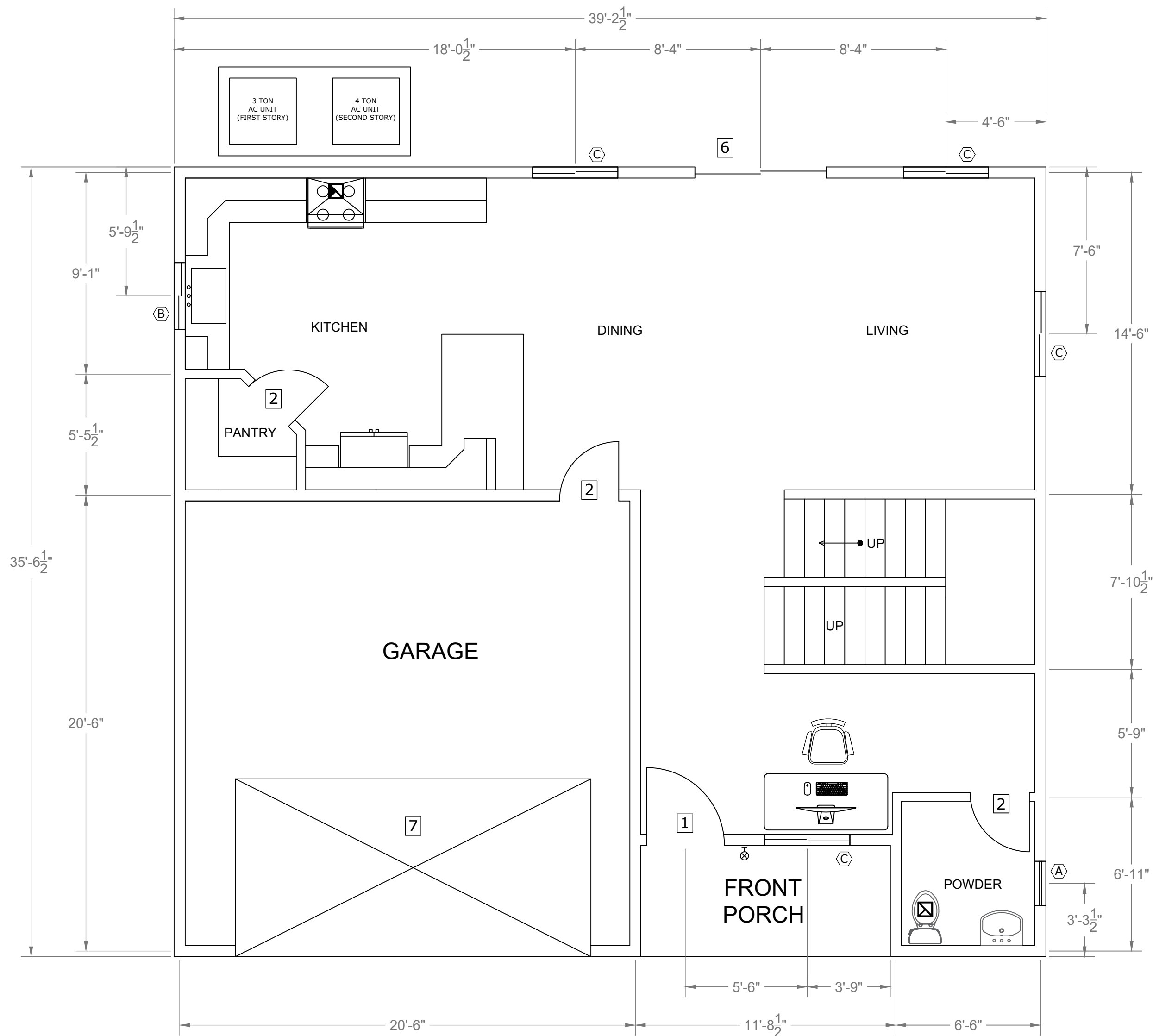
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

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

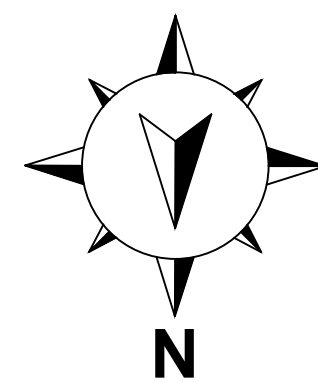
SCALE:
1/4"=1'

SHEET #:
A-303



FLOORPLAN - UNITS 9 & 10

SCALE: 1/4" = 1'

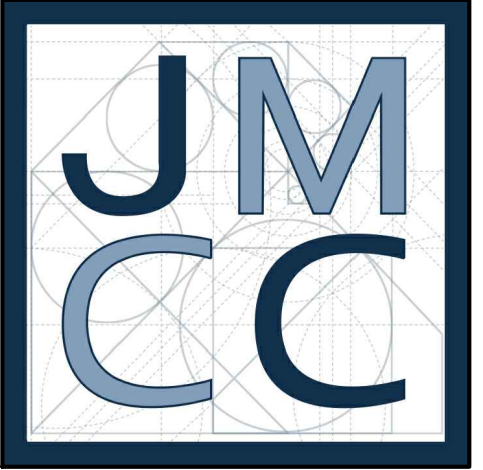


* EGRESS WINDOW

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

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

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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

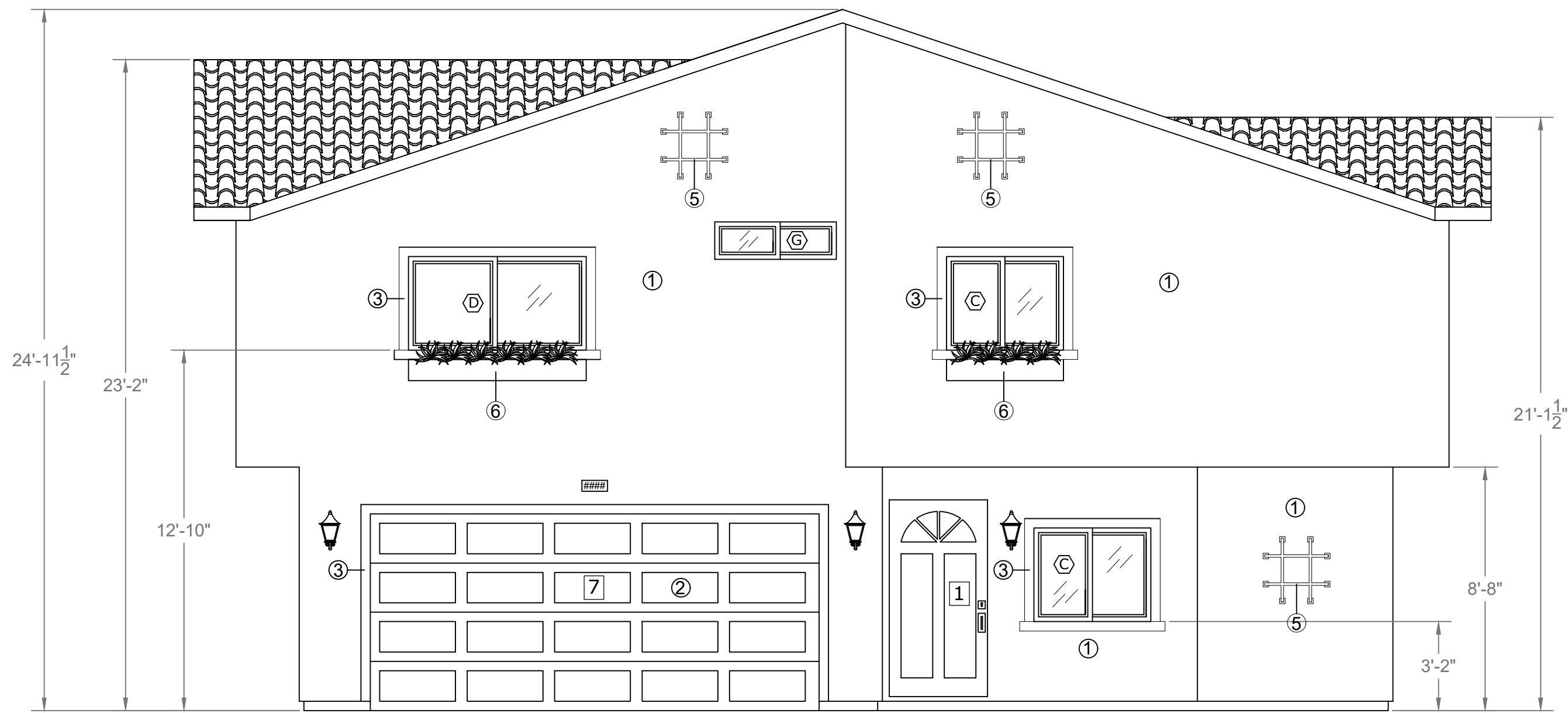
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
FLOORPLAN -
SUITE 9&10

SCALE:
1/4"=1'

SHEET #:
A-400



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

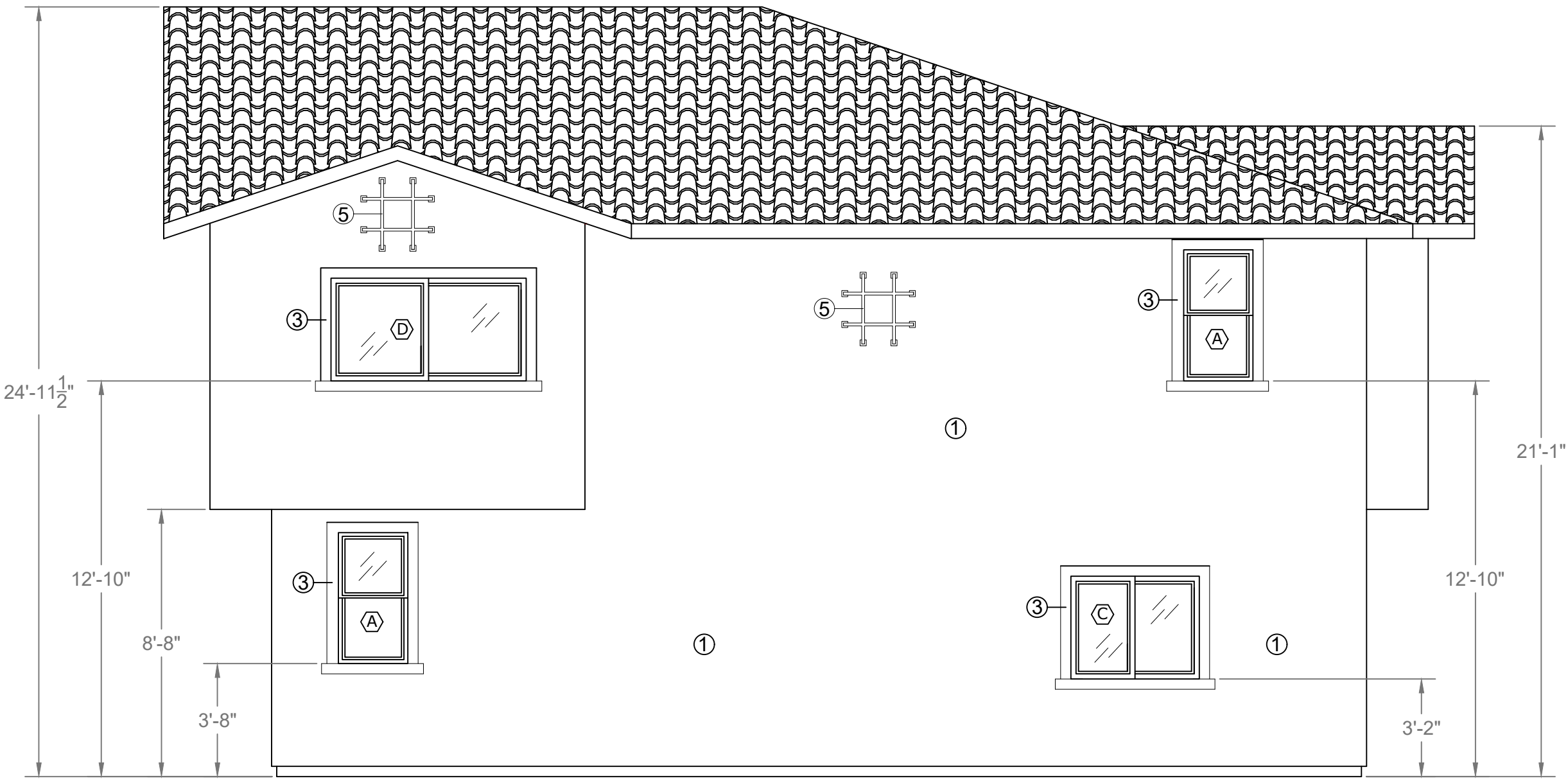
* EGRESS WINDOW

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

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

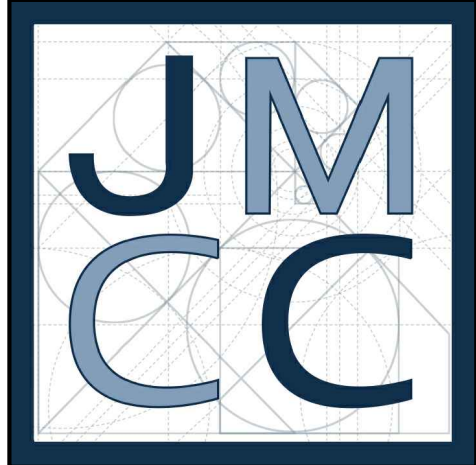
UNITS 9 & 10 - NORTH ELEVATION

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



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

UNITS 9 & 10 - WEST ELEVATION



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:

TENTATIVE TRACT MAP

CLIENT:

WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

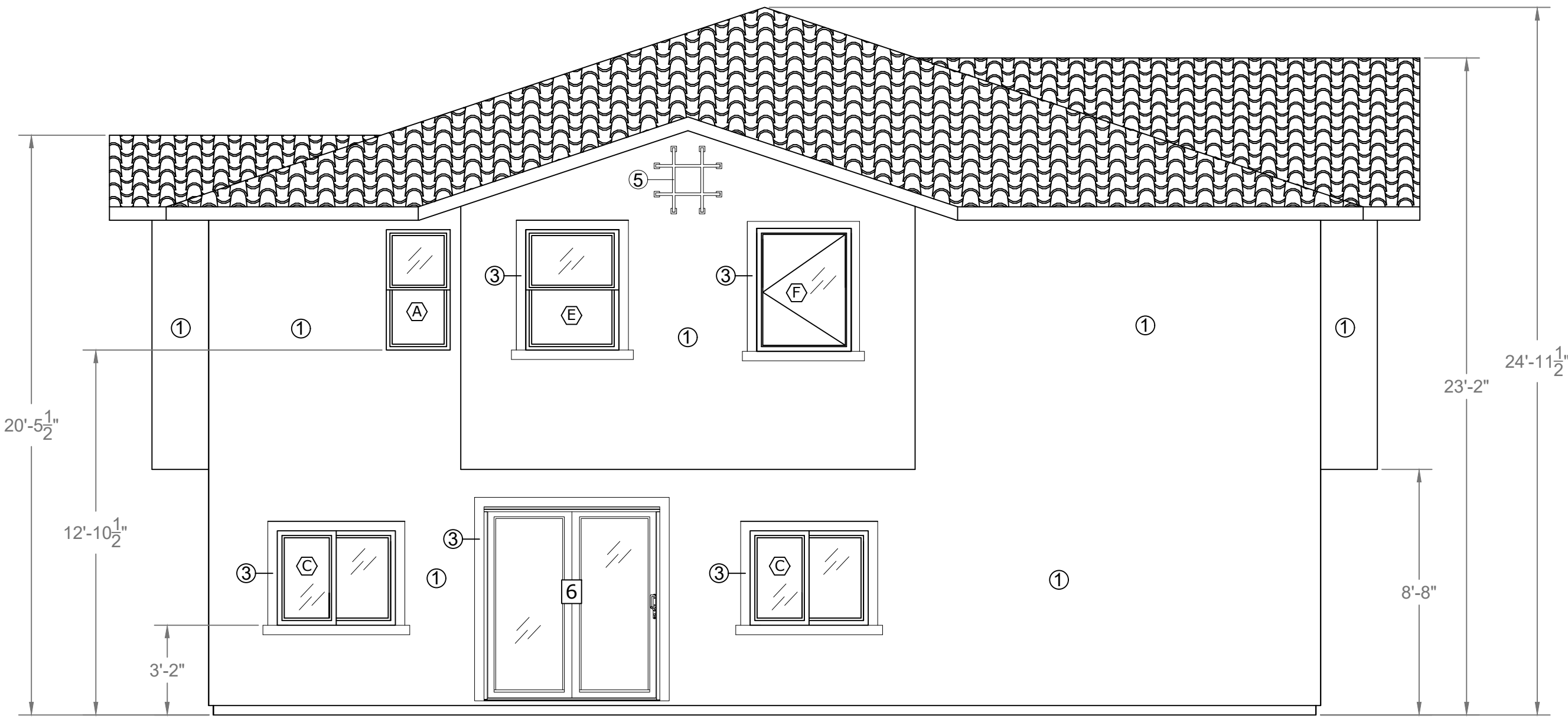
SHEET:
ELEVATION -
UNITS 9 & 10

SCALE:

1/4"=1'

SHEET #:

A-401



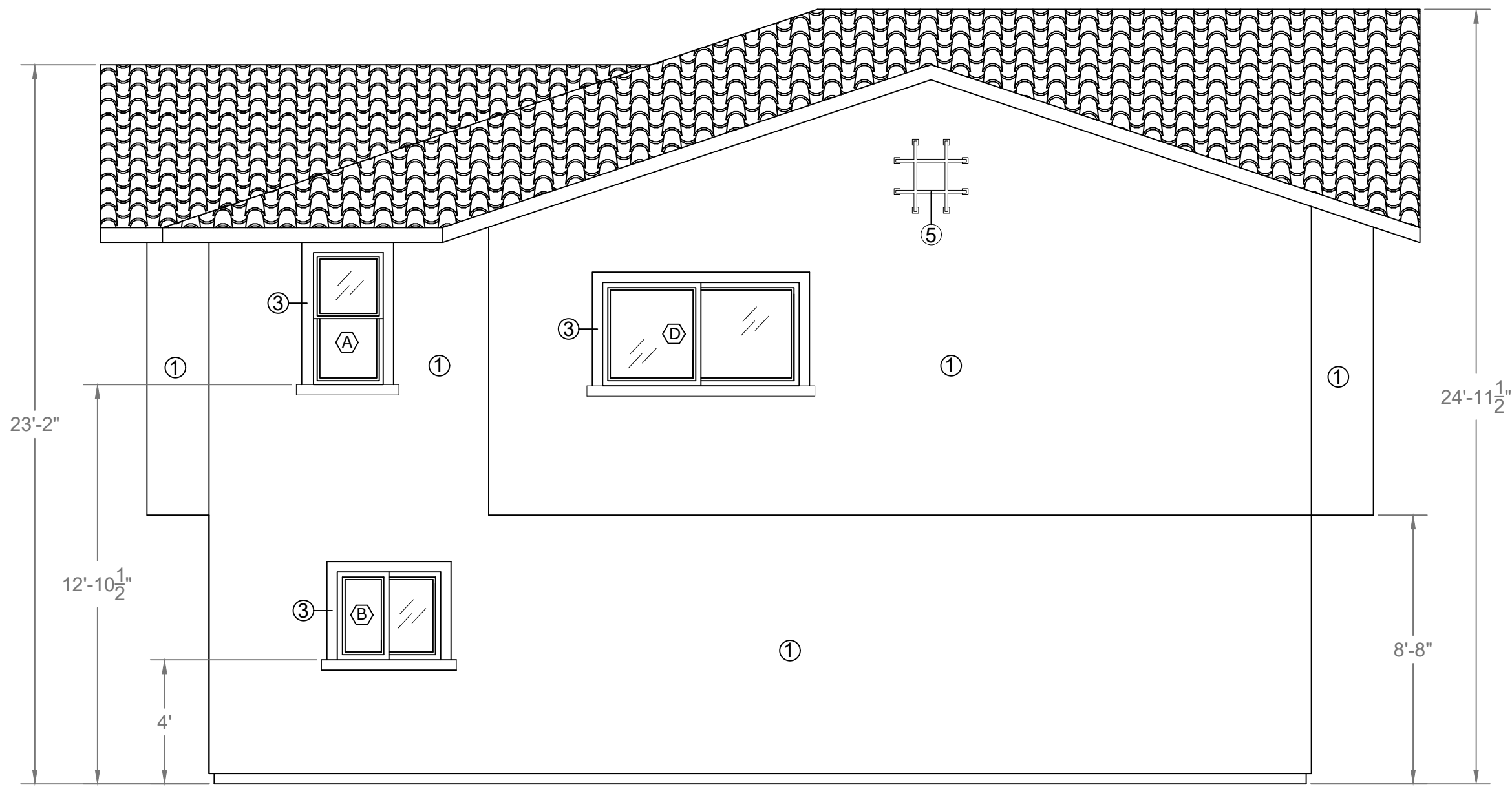
UNITS 9 & 10 - SOUTH ELEVATION

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

* EGRESS WINDOW

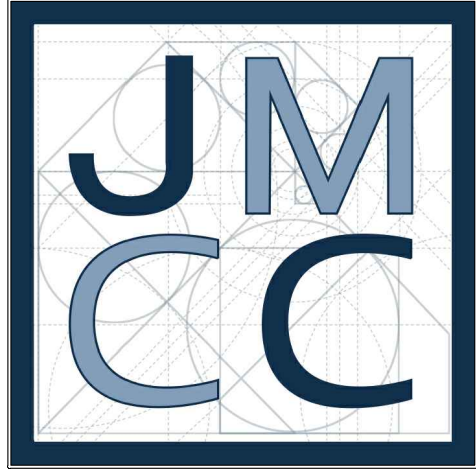
SCHEDULE FOR RETROFIT WINDOWS			
SYM	WINDOW TYPE	SIZE	OPENABLE AREA
Ⓐ	Single Hung	36 x 48	4.3 sq ft
Ⓑ	Slider	36 x 30	2.6 sq ft
Ⓒ	Slider	48 x 36	4.6 sq ft
Ⓓ*	Slider	72 x 36	7.3 sq ft
Ⓔ	Single Hung	36 x 48	4.3 sq ft
Ⓕ*	Casement	36 x 48	7.0 sq ft
Ⓖ	Slider	48 x 12	2.1 sq ft

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



UNITS 9 & 10 - EAST ELEVATION

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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

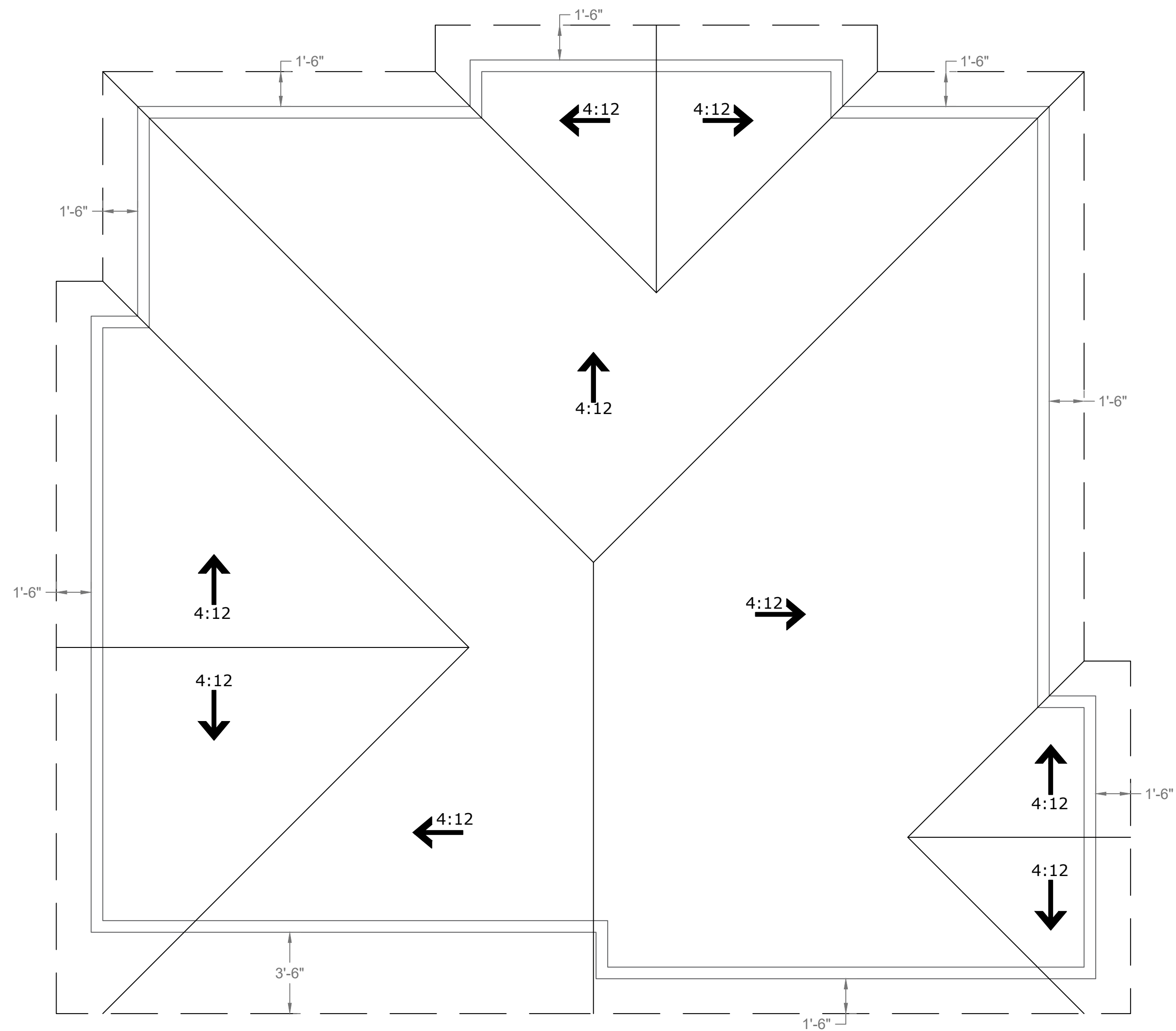
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

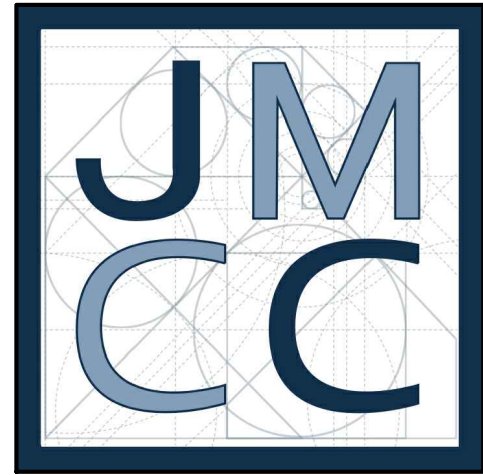
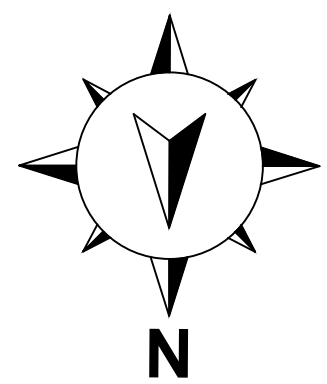
SHEET:
ELEVATION -
UNITS 9 & 10

SCALE:
1/4"=1'

SHEET #:
A-402



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



PROJECT:
JOHN MARK CONSTRUCTION CO.

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

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

PROJECT:
TENTATIVE TRACT MAP

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

REVISION DATE:

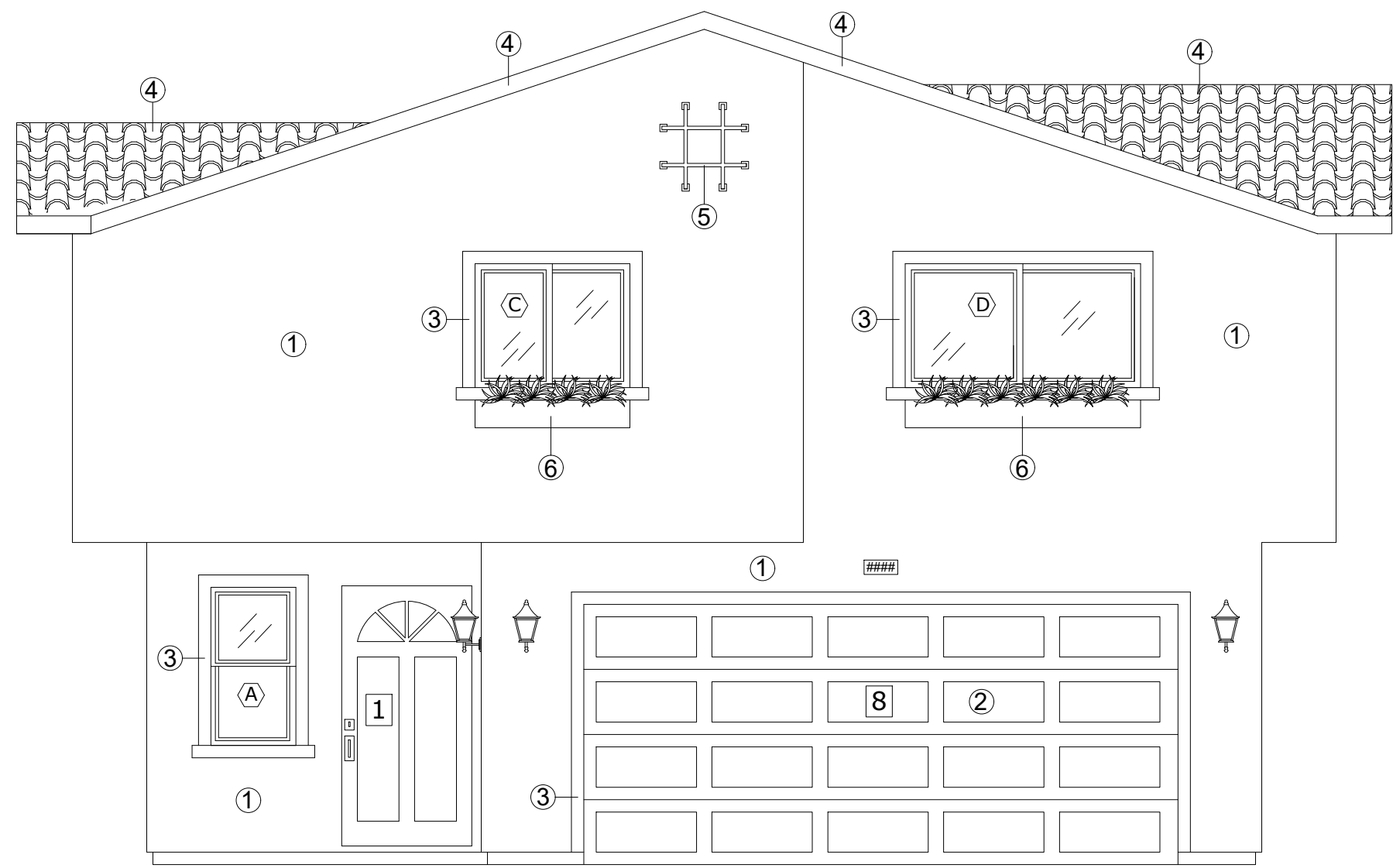
DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
**ROOF PLAN -
SUITE 9&10**

SCALE:
1/4"=1'

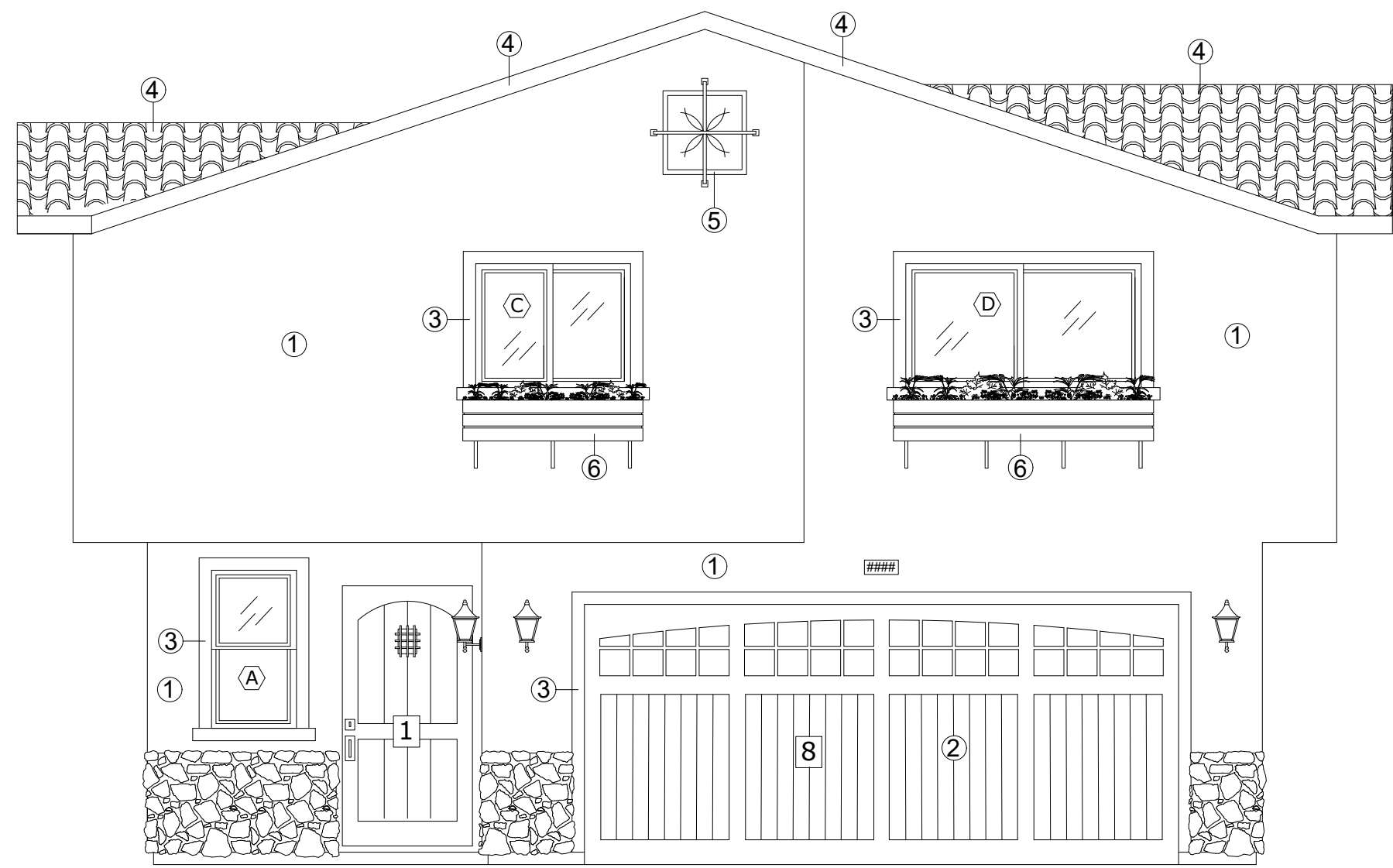
SHEET #:
A-403



OPTION #1

MATERIAL LIST:

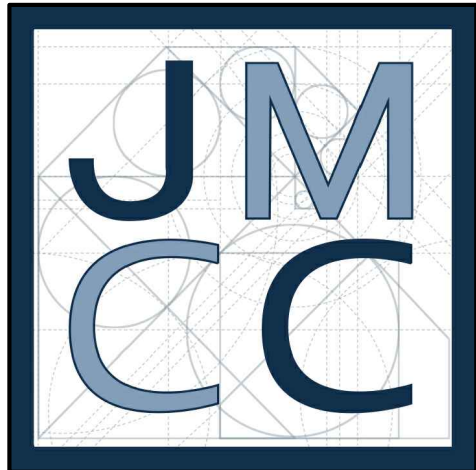
- ① Stucco
- ② Wood Garage Door
- ③ Architectural Foam Trim (Around Windows)
- ④ Spanish Style Roofing Tile
- ⑤ Decorative Iron
- ⑥ Planter Box



OPTION #2

MATERIAL LIST:

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



JOHN MARK CONSTRUCTION CO.

PROJECT ADDRESS:
302 JACMAR DR
MONTEBELLO, CA 90640

PROJECT:
TENTATIVE TRACT MAP

CLIENT:
WILLIAM M. MOLINARI AND
M. ANTONIETA MOLINARI

REVISION DATE:

DRAWN BY:
ANTHONY SANCHEZ

DATE:
11.22.23

SHEET:
TYP FRONT ELEVATION
OPTIONS

SCALE:
1/4"=1'

SHEET #:
A-500

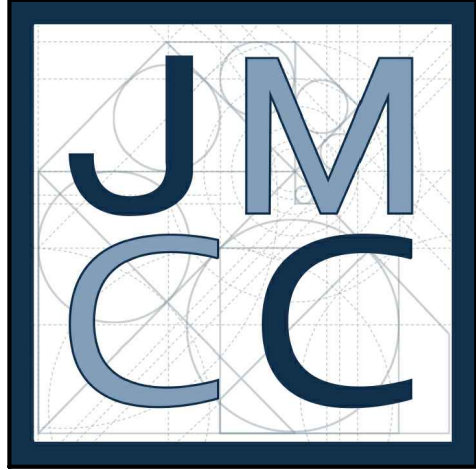


* Unit represented in rendering is Unit 3



* Unit represented in rendering is Unit 4

RENDERINGS



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



ITEM # 1

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

TO: Members of the Planning Commission

FROM: Joseph Palombi, Planning & Community Development Director

BY: Emilie Fernandez, Assistant Planner

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

DATE: July 16, 2024

RECOMMENDATION(S):

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

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

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

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

BACKGROUND:

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

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

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

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

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

PROJECT /APPLICANT INFORMATION

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

ENVIRONMENTAL:

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

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

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

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

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

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

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

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

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

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

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

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

ANALYSIS:

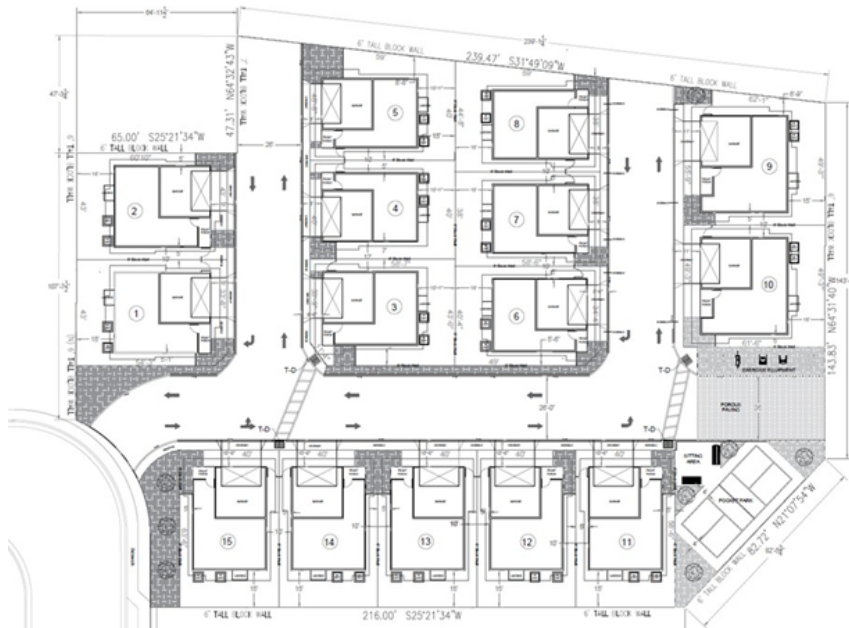
Project Site

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

PROJECT DESCRIPTION

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

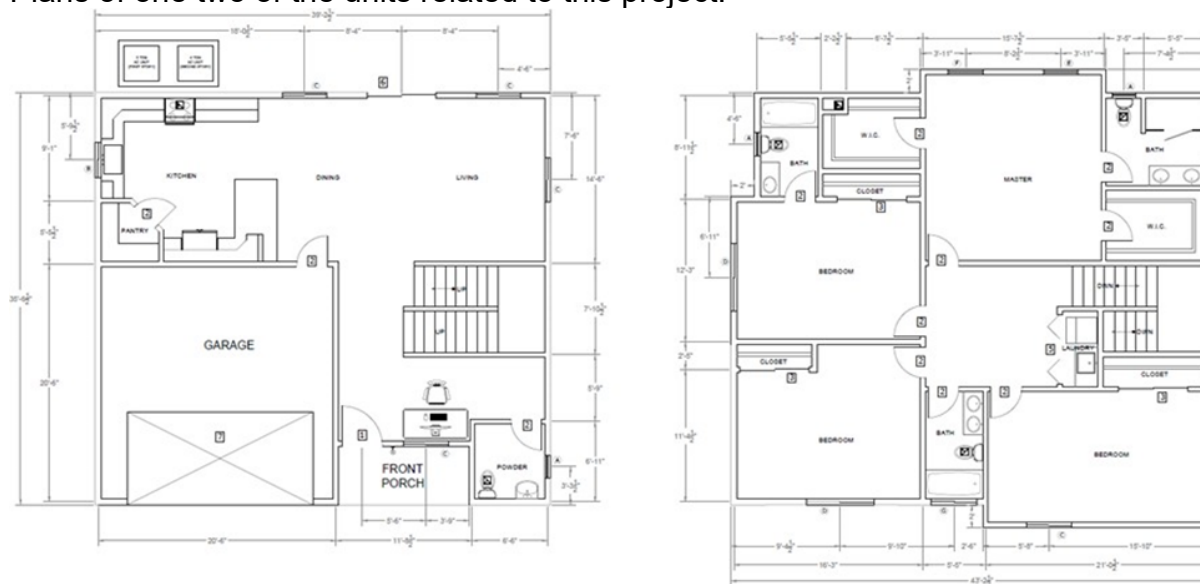
Attachment A: Site Plan



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

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

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



FLOORPLAN - UNITS 9 & 10

SCALE: 1/4" = 1'

GENERAL PLAN

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

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

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

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

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

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

SITE PLAN REVIEW (MMC 17.74)

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

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

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

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

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

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

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

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

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

VARIANCES (MMC Chapter 17.72 et seq.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUIRED FINDINGS MONTEBELLO MUNICIPAL CODE (MMC)

TENTATIVE TRACT MAP (MMC Chapter 16.12 et seq.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REPORTS RECEIVED

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

SUMMARY:

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

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

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

ATTACHMENT(S)

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

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 07-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO APPROVING SITE PLAN REVIEW, THREE (3) ZONE VARIANCES AND A RECOMMENDATION TO CITY COUNCIL FOR APPROVAL OF A TENTATIVE TRACT MAP (TTM NO. 084478) (PC-2024-0002-SPR/ZV/TTM) WITH CONDITIONS TO PERMIT THE CONSTRUCTION OF 15 SINGLE-FAMILY HOMES ON 16 DIFFERENT PARCELS AT 301 JACMAR DRIVE AND ADOPTING A NOTICE OF EXEMPTION UNDER CEQA 15332- CLASS 32 (IN-FILL DEVELOPMENT)

WHEREAS, a Site Plan Review (SPR) Zone Variance (ZV) and Tentative Tract Map (TTM) application has been received and accepted; and

WHEREAS, the Site Plan Review would allow the addition of 15 single family units on 16 units ("Project") for John Mark Kozakar ("Applicant") on behalf of William M. Molinari and Antonieta Molinari ("Property Owner") at the property located at 301 Jacmar Drive ("Project Site") pursuant to Montebello Municipal Code (MMC) Chapter 17.74- Site Plan Review, Chapter 17.72- Variances and Chapter 16.12 Tentative Maps; and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello ("City") is the lead agency for the proposed Project; and

WHEREAS, the Site Plan Review, Zone Variances and Tentative Tract Map for Case No. PC-2024-0002-SPR/ZV/TTM / ENV No. 02-24-CE is considered a "project", as per CEQA's definition of a "project"; and

WHEREAS, the Project is Categorically Exempt per CEQA §15332, Class 32 (In Fill Development) and meets the conditions set forth under Class 32 (In Fill Development Projects); and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter, and all other legal prerequisites to the adoption of this Resolution have occurred; and

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

NOW, THEREFORE, the Planning Commission of the City of Montebello hereby resolves that:

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

SECTION 2. FINDINGS

A. GENERAL PLAN. The Planning Commission of the City of Montebello finds that the proposed Project is consistent with the General Plan.

Per the Montebello General Plan, the Project conforms to:

1. **General Plan Goal to Encourage urban infill and compact development A2.7a** states a goal “Promote infill development on vacant and underutilized sites....”
2. **General Plan Goal for development that will create diverse and walkable neighborhoods A3.4b** states a goal “Encourage a block and street layout that promotes walkable and bicycle friendly road designs with slow vehicular design speeds.”
3. **General Plan Goal to retrofit suburban development P3.6** states the goal to “Integrate more housing choices in existing subdivisions”.

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

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

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

The 15 proposed units will all have a two-car garage, and heights will not exceed 25 feet, access to all units be via a driveway, the units will

have open space and the setbacks will be landscaped. The applicant is requesting a zone variance from the R-1 standards regarding the minimum required setbacks, lot sizes and the lot coverage percentage per unit. A Site Plan is required due to the project resulting in three or more units according to Section 17.74.030.

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

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

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

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

- C. ZONE VARIANCE. Pursuant to Section 17.72 of the MMC before any zone variance review shall be granted, all of the following findings must be made:

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

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

- i. *The lot sizes: This single-family residential lot is special to the neighborhood as there is no other lot in the surrounding area that is the same size, making it difficult to design the homes on such a unique sized lot to optimize the area for each unit, resulting in reduced lot sizes.*
 - ii. *Lot coverage: As a result of the lot sizes being smaller than usual, which is not typical, the applicant requests to use as much space as possible causing the lot coverage to be more than usual.*
 - iii. *Front setbacks: With the reduced sizes and the lot coverage being above than typically allowed, this unusual case has put the applicant in the position to design the houses in a way that would best benefit the future homeowner. Although the design of the house can allow the applicant to have a larger front yard, the applicant has decided to use the space to allow for a larger private backyard for each of the residents and apply for the zone variance.*
2. Detail how due to the special or unusual circumstance a described above, strict application of the Zoning Code would result in practical difficulties or unnecessary hardships, or would deprive the property privileges enjoyed by other properties in the vicinity and with the same zoning designation.

The existing property is in some disrepair, and it is the goal of the applicant to revitalize the lot which would result in the demolition of the

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

- i. The lot sizes: If the lot sizes were up to standard, there essentially would not be enough room on the lot to accommodate as many homes as the applicant is requesting. The applicant is trying to utilize the lot and has retained inspiration from surrounding developments that have similar lot sizes. Without the minimized lot sizes, the project would not be possible.*
- ii. Lot coverage: If the applicant would design the houses using the Montebello Municipal code requirements, the houses would be extremely small and not suitable for a growing family, which the applicant hopes to house.*
- iii. Front Setbacks: If the applicant were to abide by the front yard setbacks, the future homeowners would have a large front yard and an extremely small backyard. The applicant decided to utilize the space and provide a larger backyard to optimize the space in the best way.*

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

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

- i. Lot sizes: The lot sizes being smaller than required allows for more units which gives the applicant a mechanism to provide more housing options to Montebello residents.*
- ii. Lot Coverage: Being able to build more on each lot provides the units with a bigger house for bigger rooms, kitchen and bathroom areas providing a more comfortable to provide a more attractive home to any future residents.*

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

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

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

- i. *Lot sizes: The variance of lot sizes will not affect the surrounding users as there currently are units in the surrounding area that are similar sizes and have no effect on the surrounding properties.*
- ii. *Lot coverage: Although the lots will be above the allowed lot coverage, and the lots will be fully built out, every unit will be of a similar design, the consistency will ensure no unit will stand out from the others.*
- iii. *Front setback: Although the lots will have a very small front yard, the units will still each have a two-car garage for the residents. This will help with any concerns regarding the limited driveway that will result from the front setback variance.*

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

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

D. TENTATIVE TRACT MAP. Pursuant to Section 16.12 of the MMC before a tentative tract map shall be granted, all of the following findings must be made:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. CEQA. The Planning Commission approves and adopts the CEQA Categorical Exemption § 15332 (In Fill Development) Class 32 exemption. A Class 32 exemption under CEQA § 15332 (In-Fill Development Projects), and none of the limitations set forth in CEQA Guidelines 15300.2 apply.

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. APPROVALS. The Planning Commission hereby approves Site Plan Review (“SPR”) Case No. PC-2024-0002-SPR/ZV?TTM with conditions to permit the addition of a 20,000 square foot warehouse to an existing warehouse. (“Project”) for John Mark Kozakar (“Applicant”) on behalf of William M. Molinari (“Property Owner”) at the property located at 301 Jacmar Drive (“Project Site”) pursuant to MMC Chapter 17.74 – Site Plan Review, Chapter 17.72- Variances and, Chapter 16.12- Tentative Maps.

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate:

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.
2. The development and utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") to be in substantial compliance with these provisions.
3. The development and utilization of the subject site shall be consistent with all of the provisions of the MMC, SPR, ZV and TTM (Case No. PC-2024-0002-SPR/ZV/TTM) and the specifications of the Planning Division.
4. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.
5. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) have been fully remedied.
6. No signs shall be installed on the site until a sign permit has been approved by the Planning Department and Building & Safety Division in conformance with the provisions set forth in [Chapter 17.62.080](#) ("Signs- Residential

Zones”) of the MMC and the provisions set forth in the SPR.

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

Building and Safety Division.

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

27. Any parking space that fronts a building wall or fence with no separation between the front end of the parking space and the wall or fence, shall be provided with a concrete wheel stop or curb barrier not less than two (2) feet from such wall or fence property line. Such wheel stop or curb barrier shall be securely installed and maintained.
28. An application for a Tentative Tract Map to subdivide the lots into 16 separate units, and a final map shall be approved prior to the issuance of building permits.
29. The specifications of the Montebello Public Works Department and the Building Division shall be complied with:

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

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

37. Any substantial change or modification to the proposed site plan shall be subject to review and approval by the Planning Commission.

Building Division Conditions

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

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

25. A separate permit is required for Fire Sprinklers.

26. Building permits shall not be issued until the final map has been prepared to the satisfaction of the Building Official.

27. Reviewed by: Building Division/AJ/JK

28. JN: 240081

29. DATE: 1/29/2024

Public Works Department

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

General:

- 1) Onsite Groundwater Monitoring Wells, including legally removed, permanent, temporary and active wells, must be depicted on all site plans, grading plans and all other relevant plans. Include a legend that demonstrates ownership, date installed, and type of monitoring well and all other relevant information.
- 2) Provide Tentative Tract Map which incorporates the adopted conditions of approval and any specific criteria noted by the city. The tentative map must also show existing drainage patterns of all properties adjacent to the site, including relevant topographic elevations from the adjacent properties.
- 3) Provide demolition plan for existing buildings and pavement. Show utilities to be capped and abandoned at the property lines.
- 4) Comply with the City's ordinance pertaining to construction debris recycling. Contact the Building & Safety Department to obtain a Construction & Demolition Debris Diversion Program form. The Construction & Demolition Debris Diversion Program is also applicable with respect to the grading process.
- 5) Provide Grading and drainage plans, geotechnical report (the report shall provide recommendations for pavement thicknesses, over excavation limits, and etc), infiltration report, and all other applicable reports/plans must be submitted to the Community Development Department for review and approval.
- 6) Provide a hydrology and hydraulics report prepared by a professional engineer subject to review and approval. All storm drainage facilities serving the development must accommodate a 50-year storm.

- 7) Provide an on-site utility plan (sewer and water) for review and approval. This plan must include water service for domestic flow, fire flow, and backflow prevention. A water and sewer system analysis must be provided by the developer to demonstrate that the new development does not negatively impact the existing system. If the existing system does not have adequate pressure and fire flow to serve the development, the developer will be responsible for upgrading the water main and sewer as necessary in the public right-of-way.
- 8) Engineer to show the location of the sewer mainline, nearest manholes, lateral serving the project and configuration of the onsite sewer including diameter and material of the onsite sewer.
- 9) Engineer to show the location of the water mainline, water meters servicing the development and any newly proposed water meter locations.
- 10) Engineer to show will serve letter from the water purveyor.
- 11) Engineer to submit sewer study.
- 12) Provide a street improvement plan. The street improvement must pavement rehabilitation (2-inch grinding and overlay) along the entire property frontage and up to the street centerline.
- 13) All public works improvements must comply with the standards and specifications of the city of Montebello or Los Angeles County.
- 14) Low Impact Development (LID) is a requirement of the NPDES Permit No. CAS004004, Order No. ORDER NO. R4-2021-0105 and local Ordinances. The LID is a narrative report that explains the type of development and drainage of the site. It must address the post-construction water quality and habitat impact issues.
- 15) Provide and submit SWPPP and pay the fee to the State of California Water Quality Board then submit SWPPP with WDID# to the city.
- 16) A recorded Covenant and Agreement indicating that the owner of the subject development is aware and agrees to maintain all stormwater BMP features for this project is required. The covenant shall include operation and maintenance guidelines prepared by the project civil engineer/architect.
- 17) The Engineering Division issues all encroachment/excavation permits in the public right-of-way. Permits are issued to valid State of California licensed contractors to perform the necessary work.
- 18) Alternative engineering methods for filtration and infiltration must be used to defray a percentage of the storm water runoff into the storm drain system.

- 19) Comply with all Federal, State, and local agency requirements pertaining to the Clean Water Act, which established regulations, set forth in the Countywide National Pollutant Discharge Elimination System (NPDES) Permit.
- 21) All USA/Dig Alert paint markings must be removed by the contractor from the sidewalk, curb & gutter and/or asphalt pavement once offsite improvements are completed.
- 22) The applicant must record the Final Map after the City Council approves the final map and the City Council accepts any applicable bonds or agreements.
- 23) The applicant/ property owner must provide written proof that there are no liens against the subdivision for unpaid taxes or special assessments and submit Los Angeles County tax bill, tax payment receipt, and copy of cancelled check before filling a Final Map with the city for approval.
- 24) Covenants Conditions & Restrictions (CC&R) conforming to these conditions of approval must be filed for approval. The CC&R must be approved as to form by the City Attorney; the applicant must pay for all costs associated with such review. A copy of the approved recorded CC&R must be submitted before final inspection and clearance of the building permit.
- 25) The City Engineer may require other information or may impose additional conditions and requirements as deemed necessary to protect health and safety, and to benefit the public.

Fire Department

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

PASSED AND ADOPTED this 4th day of June 2024 by the Planning Commission.

Commissioner Cuevas: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Morales: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Valdez: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Lomeli: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN
Commissioner Medina: ☐ AYE ☐ NOE ☐ ABSENT ☐ ABSTAIN

Alicia Morales, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department



CITY OF MONTEBELLO CITY COUNCIL NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Montebello City Council (the “City Council”) will hold a continued public hearing from its meeting held on August 14, 2024, to consider an appeal submitted by Mr. William Molinari (the “Applicant”) of the decision of the Planning Commission on July 16, 2024, to deny Resolution No. 07-24/Case No. PC-2024-0002-SPR/ZV/TTM that would establish a development diagram in accordance with Vesting Tentative Tract Map (“VTTM”) No. 084478 to allow 15 new single-family residential dwelling units for the property located at 301 Jacmar Drive, Montebello, California 90640.

PUBLIC HEARING INFORMATION FOR THE APPEAL:

Date: Wednesday, March 26, 2025

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

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

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

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

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

The public may also submit emailed comments via the City’s email address: ccpubliccomment@montebellocal.gov where the public can submit public comments up until the day of the meeting, Wednesday, March 26, 2025 between 7:30 a.m. – 6:00 p.m.. These comments will not be read out loud but will be entered into the record and submitted to all members of the City Council.

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

The project documents and other materials are available by contacting the City Clerk’s Office at 323-887-1359.

Kimberly Guillen, Sr. Deputy City Clerk

Dated: March 10, 2025

Date published: March 13, 2025

INDEX OF PUBLIC SPEAKERS FOR THE CITY OF MONTEBELLO CITY COUNCIL

MEETING HELD ON AUGUST 14, 2021 – ITEM NO. 13 REGARDING 301 JACMAR DRIVE, MONTEBELLO, CA 90640

LAST NAME	FIRST NAME	ADDRESS	WRITTEN/VERBAL	IN SUPPORT/OPPOSED
Masuda-Farkas	Max	-	Written	Support
Uch	Tom	-	Written	Opposed
Sergi	Giovanni	-	Written	Opposed
Sandoval	Delia	-	Written	Opposed
Caranza	Maximiliano	-	Written	Opposed
Lozano	Manuel	-	Written	Opposed
Gonzalez	Sara	-	Written	Opposed
Veloz	Edmund Robert	907 Bluff Road, Montebello CA 90640	Written	Opposed
Martinez	Jorge	808 S. Montebello Blvd., Montebello CA 90640	Written	Opposed
Parra	Joel	744 S. 6th Street, Montebello CA 90640	Written	No Show
Hurtado	Dionisia	306 Jacmar Drive, Montebello CA 90640	Written	Opposed
Sotelo	Brissa	-	Written	Opposed
Gregorian	Tila	-	Verbal	In Support
Riveros	Pablos	-	Verbal	Opposed
Sandoval	Ramiro	-	Verbal	Opposed
Sanchez	Joseph	-	Verbal	Opposed
Infusino	Luisa	-	Written	Opposed

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

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 13

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: 5:45 PM

MEETING DATE: 08/14/24

TIME RECEIVED: 5:45 PM

SPEAKER'S FULL NAME: MAX MASUDA-PAREAS

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No.

2



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO.

13

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

301 JACMAR PROJECT

MEETING DATE:

8/14/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Tom UCH

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:



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

CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

13

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

8.14.24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Giovanni Sergi

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

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



4

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT: Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 13

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Mel Neri

MEETING DATE:

8-14-29

TIME RECEIVED:

SPEAKER'S FULL NAME:

Delia Sandoval

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

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



5

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

13

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

8-14-24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Maximiliano Caranza

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

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



6

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 13

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

8-14-24

TIME RECEIVED:

SPEAKER'S FULL NAME:

MANUEL P. LOZANO

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED:

No ☐

Yes ☐

Language:

RECEIVED BY STAFF:

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



CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 13

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

301 Jacmar Dr.

MEETING DATE:

8/13/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Sara Gonzalez

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

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

CITY OF MONTEBELLO

Request No.

8



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

13

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

301 Jalmar Dr.

MEETING DATE:

8/14/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Edmund Robert Veloz

PHONE:

(323) 530-9104
(Optional)

ADDRESS:

907 Bluff Road, Montebello, CA 90640
(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

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



CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 13

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** JACMAR PROJECT

MEETING DATE: 8/14/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Jorge M. MARTINEZ **PHONE:** _____
(Optional)

ADDRESS: 808 South Montebello Blvd Montebello CA 90640
(Optional)

ORGANIZATION REPRESENTED: Resident

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

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

No
show

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 13

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

301 JACMAR DR.

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

JOEL PARRA

PHONE:

323-559-0160

(Optional)

ADDRESS:

744 S. 6TH ST. MONTEBELLO CA 90640

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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



CITY OF MONTEBELLO

Request No.

11



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

13

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

8-14-24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Dionisia Hurtado

PHONE:

323-506-9272

(Optional)

ADDRESS:

306 Jacmar Drive

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

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

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. 13

Opposed ☒

In Support ☐

Neutral ☐

TOPIC:

301 Jacmar

MEETING DATE:

8/14/24

TIME RECEIVED:

6:38

SPEAKER'S FULL NAME:

Bryan Sotelo

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

301 Jacmar Drive

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

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

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

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



MONTEBELLO

ELEVATE

SPEAKER CARD

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 1

Meeting Date: 7-16-24

Time Received: _____

Date Received: 7-16-24

SPEAKER'S FULL NAME: William Molinari

PHONE: 323-728-1882
(Optional)

ADDRESS: 301 LAMAR DRIVE

(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

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

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 2

SPEAKER CARD

MONTEBELLO
ELEVATE

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: July 16, 2024

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: MAX MASUDA-FARKASPHONE: _____
(Optional)ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☒ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ Page 112 of 1292

**MONTEBELLO**
ELEVATE

SPEAKER CARD

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. JANAR Proj 201

Meeting Date: 7/17/24

Time Received: 6:30 PM

Date Received: 7/17/24

SPEAKER'S FULL NAME: Tom UCH

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

MONTEBELLO
ELEVATE

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

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

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐In Person ☐

CITY OF MONTEBELLO

Request No.

5



SPEAKER CARD

MONTEBELLO
ELEVATE

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO.

1

Meeting Date:

July 16

Time Received:

Date Received:

SPEAKER'S FULL NAME:

Bryson Sotelo

PHONE:

(Optional)

ADDRESS:

Montebello

(Optional)

ORGANIZATION REPRESENTED:

Opposed ☐In Support ☐Neutral ☐

TOPIC:

Only with no variance

NOTES:

ACCOMMODATIONS:

Translation Needed:

No ☐Yes ☐

Language:

Received by Staff

Received Via: Email ☐Phone ☐In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. Item 2

Meeting Date: 7-16-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Larry Salazar

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

**MONTEBELLO**
ELEVATE

SPEAKER CARD

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7-16

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Rosemary Torres

PHONE: _____

(Optional)

ADDRESS:

1424 54th ST

(Optional)

ORGANIZATION REPRESENTED:

self

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed:

No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐

CITY OF MONTEBELLO

Request No. 8

SPEAKER CARD

MONTEBELLO
ELEVATE

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7-16-23Time Received: 6:30Date Received: 7-16-23SPEAKER'S FULL NAME: Diomsia HurtadoPHONE: _____
(Optional)ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. 9

SPEAKER CARD

MONTEBELLO
ELEVATE

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

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

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____Received by Staff _____ Received Via: Email ☐ Phone ☐ Page 119 of 1292

CITY OF MONTEBELLO

Request No. 10

SPEAKER CARD

MONTEBELLO
ELEVATE

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

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

Time Received: _____

Date Received: _____

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

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐Phone ☐In Person ☐ Page 120 of 1292

CITY OF MONTEBELLO

Request No. 11

SPEAKER CARD



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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7-16-24

Time Received: _____

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

(Optional)

ADDRESS: 1245 S. Bluff Rd. Montebello CA 90640

(Optional)

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ Page 121 of 1292

CITY OF MONTEBELLO

Request No. 12

SPEAKER CARD

MONTEBELLO
ELEVATE

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

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

(Optional)

ADDRESS: 808 SOUTH MONTEBELLO BLVD.

(Optional)

ORGANIZATION REPRESENTED: MONTEBELLO ResidentOpposed ☒In Support ☐Neutral ☐TOPIC: 301 JASMAR PROJECT

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐Phone ☐Page 122 of 1292 ☒


MONTEBELLO
 ELEVATE

SPEAKER CARD

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7/14

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Grace Guzman

PHONE: _____

(Optional)

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

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

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



MONTEBELLO
ELEVATE

SPEAKER CARD

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 7/16

Time Received: 7PM

Date Received: 7/16/24

SPEAKER'S FULL NAME: Olga Zapata

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐



MONTEBELLO
ELEVATE

SPEAKER CARD

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

David W. B. B. S.

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

July 16, 2024

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

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

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

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

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

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

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

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

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

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

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

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


Edmund Veloz

Attachments

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

RECEIVED BY: BEF

#2

JUL 16 2024

3:53 PM

Planning & Community
Development

97

ATTENTION: Montebello City Council

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

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

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

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

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

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

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

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

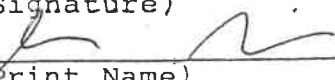
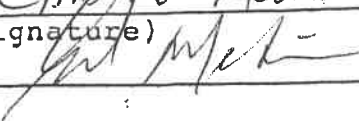
	(Print Name)	(Address)
6.	(Signature)	
7.	(Print Name) John Green	(Address) 1903 N Montebello CA 90640
	(Signature)	
8.	(Print Name) Cynthia Ramirez	(Address) 819 S 3rd St Montebello CA 90640
	(Signature)	
9.	(Print Name) Steve Singh	(Address) 900 S 4th St Montebello, CA 90640
	(Signature)	
10.	(Print Name) Matt Drew Recender	(Address) 904 S. 4th St Montebello, CA 90640
	(Signature)	
11.	(Print Name) Randy Beckman Jr.	(Address) 916 S. 4th St Montebello, CA 90640
	(Signature)	
12.	(Print Name) Susan Beckman	(Address) 916 S. 4th St. Montebello, CA 90640
	(Signature) Susan Beckman	
13.	(Print Name) Susana Cabrera	(Address) 920 S 4th St Montebello, CA 90640
	(Signature) Susana Cabrera	
14.	(Print Name) Roberto V Ramon	(Address) 928 So. 4th St. Montebello, CA 90640
	(Signature) Roberto V Ramon	
15.	(Print Name) RITA VALLE	(Address) 932 So. 4th St Montebello, CA 90640
	(Signature) Rita Valle	
16.	(Print Name) Jessie Aguilar	(Address) 912 South 4th Street Montebello CA 90640
	(Signature) Jessie Aguilar	
17.	(Print Name) Olivice Aguilar	(Address) 912 S. 4th St Montebello
	(Signature) Olivice Aguilar	
18.	(Print Name) Martin R. Gonzalez	(Address) 316 Jocmont Dr. Montebello CA 90640
	(Signature)	
19.	(Print Name) JOE LUNA	(Address) 900 S. 4th St MONTABELLO CA 90640
	(Signature)	
20.	(Print Name) RITA FRANCO	(Address) 828 S. 4th St 90640
	(Signature)	
21.	(Print Name) Victor P. Nolasco	(Address) 812 S. 4th St 90640
	(Signature)	
22.	(Print Name) Sylvia Lopez	(Address) 812 S 4th St 90640
	(Signature)	
23.	(Print Name) Sylvia Lopez	(Address) 1335 Beech St Montebello, CA 90640
	(Signature)	

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

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

60.	(Print Name) Alfredo Reynaga (Signature)	(Address) 733 S. 4th Street Montebello, CA 90640
61.	(Print Name) ANISSA Acosta (Signature)	(Address) 713 S. 4th St. Montebello CA 90640
62.	(Print Name) Nancy Arizmendi (Signature)	(Address) 713 S. 4th St Montebello CA CA 90640
63.	(Print Name) DOROTHY PALACIOS (Signature)	(Address) 713 S. 4th St. Montebello CA 90640
64.	(Print Name) Jessica Baca (Signature)	(Address) 721 S 5th St Montebello CA 90640
65.	(Print Name) Jesse Tarron (Signature)	(Address) 721 S 5th St Montebello CA 90640
66.	(Print Name) Sonya Arceola (Signature)	(Address) 721 S 5th Street Montebello CA 90640
67.	(Print Name) Estrella Cobos (Signature)	(Address) 704 S 6th St Montebello, CA 90640
68.	(Print Name) MAXIMILIANO Carreza (Signature)	(Address) 921 S. Bluff Rd Montebello CA 90640
69.	(Print Name) Dorese Rodriguez (Signature)	(Address) 921 S Bluff Rd. Montebello CA 90640
70.	(Print Name) Concepcion Tapia (Signature)	(Address) 917 S. Bluff Rd Montebello CA 90640
71.	(Print Name) Jose J Abrego (Signature)	(Address) 917 S. Bluff Rd Montebello CA 90640
72.	(Print Name) Henry Abrego (Signature)	(Address) 917 S. Bluff Rd Montebello CA 90640
73.	(Print Name) Tiffany Abrego (Signature)	(Address) 917 S. Bluff Rd Montebello CA 90640
74.	(Print Name) Brittany Abrego (Signature)	(Address) 917 S Bluff Rd Montebello CA 90640
75.	(Print Name) Brendan Etko (Signature)	(Address) 861 S. Bluff Rd. Montebello CA 90640
76.	(Print Name) PABLO RIVEROS (Signature)	(Address) 863 South Bluff Road Montebello CA 90640
77.	(Print Name) ROBERT LOPEZ (Signature)	(Address) 809 S. BLUFF RD MONTEBELLO, CA 90640

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

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

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

JUL 16 2024

3:53 pm

Planning & Community
Development

98

ATTENTION: Montebello City Council

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

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

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

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

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

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

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

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

	(Print Name)	(Address)
42.	<i>Leticia Archundia</i> (Signature)	724 55th St. Montebello CA 90640
	(Print Name)	(Address)
43.	CRISTINE SANCIO (Signature)	714 So. 5th ST. MONTEBELLO CA 90640
	(Print Name)	(Address)
44.	<i>Lashina Sancio</i> (Signature)	300 Jacmar Drive Montebello, CA 90640
	(Print Name)	(Address)
45.	Alexandro Fuerte (Signature)	300 Jacmar Drive Montebello, CA 90640
	(Print Name)	(Address)
46.	Alberto Vargas (Signature)	852 S 6th Montebello Cal. 90640
	(Print Name)	(Address)
47.	<i>Alberto V.</i> (Signature)	848 S 6th St Montebello
	Juan Marriguez (Print Name)	(Address)
48.	JOSE COPANO (Signature)	844 S 6th STREET Montebello CA 90640
	(Print Name)	(Address)
49.	<i>M. Jimenez</i> (Signature)	820 So 4th Montebello
	(Print Name)	(Address)
50.	Edward Jimenez (Signature)	820 S. 6th St Montebello, CA 90640
	(Print Name)	(Address)
51.	Luzaymy Melendez (Signature)	816 S 6th St
	(Print Name)	(Address)
52.	Jocelyn Perez (Signature)	828 S. 6th St.
	(Print Name)	(Address)
53.	Juan M. Marriguez (Signature)	848 S. 6th St.
	(Print Name)	(Address)
54.	<i>Abelardo</i> (Signature)	421 S 4th St MONTEBELLO CA
	(Print Name)	(Address)
55.	Cynthia S. Baghdassarian (Signature)	740 S 4th St. Montebello CA 90640
	(Print Name)	(Address)
56.	Hugo Sanchez (Signature)	728 S 4th St Montebello CA 90640
	(Print Name)	(Address)
57.	JAVIER SANCHEZ (Signature)	728 S. 4TH ST MONTEBELLO CA. 90640
	(Print Name)	(Address)
58.	Miguel Garcia (Signature)	716 S. 4th St Montebello CA 90640
	(Print Name)	(Address)
59.	LARU SERRANO (Signature)	708 S. 4th St. Montebello, C. 90640

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

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

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

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

JUL 16 2024

3:53 pm

Planning & Community
Development

ATTENTION: Montebello City Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JUL 16 2024

3:53 PM

Planning & Community
Development

34

ATTENTION: Montebello City Council

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

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

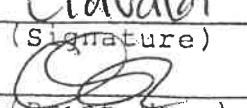
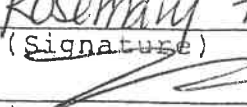
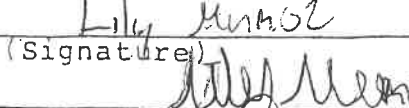
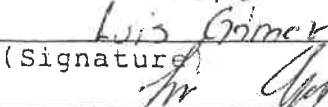
This project is designed to pack 16 lots into a space about the same size as five average lots on nearby 3rd Street. This shows that this project was designed to pack the most people into the least amount of space in order to gain the most amount of money. This is sub-standard housing at full prices.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

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

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

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

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

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

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

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

Planning & Community
Development
3:53 pm
JUL 16 2024

#2

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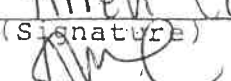
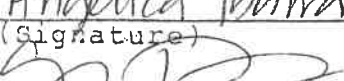
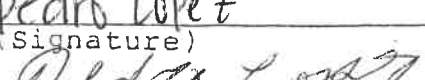
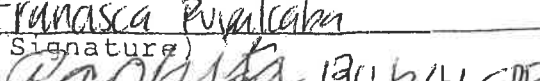
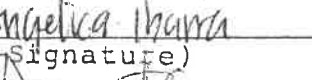
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	(Signature) 	
2.	(Print Name) Angelica Ibarra	621 S. 4th St (Address) Montebello CA 90640
	(Signature) 	
3.	(Print Name) Pedro Lopez	621 S 4th St (Address) Montebello CA 90640
	(Signature) 	
4.	(Print Name) Franasca Puyalcan	621 S 4th St (Address)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

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

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

	(Print Name)	(Address)
42.	HINOJOS, RICHARD (Signature)	733 S. 3rd ST. MONTEBELLO, CA.
	(Print Name)	(Address)
43.	ESPERANZA REGUERO (Signature)	7255 3/4 St Montebello, CA 90640
	(Print Name)	(Address)
44.	R. A. Reguero Jr (Signature)	725 3rd St. Montebello CA 90640
	(Print Name)	(Address)
45.	MARY CORREA (Signature)	713 So 3rd St Montebello CA 90640
	(Print Name)	(Address)
46.	Arley Madrid (Signature)	713 S 3rd St Montebello CA 90640
	(Print Name)	(Address)
47.	HECTOR CORREA (Signature)	713 So 3rd St Montebello CA 90640
	(Print Name)	(Address)
48.	ABEL PATRICIO (Signature)	624 So. 3rd St Montebello CA 90640
	(Print Name)	(Address)
49.	Maria Luz Patricio (Signature)	624 S. 3RD ST Montebello CA 90640
	(Print Name)	(Address)
50.	Melissa Valles (Signature)	661 S. Bluff Rd Montebello CA 90640
	(Print Name)	(Address)
51.	Ruben Carrasco (Signature)	433 N 19th Street Montebello, CA 90640
	(Print Name)	(Address)
52.	Daniel Attilano (Signature)	652 5TH ST Montebello CA 90640
	(Print Name)	(Address)
53.	PATRICIA M. ATILANO (Signature)	652 S. 5TH ST Montebello CA 90640
	(Print Name)	(Address)
54.	JUAN S. RIVAS (Signature)	640 SOUTH 5TH ST. MONTEBELLO CA 90640
	(Print Name)	(Address)
55.	Roxanne Alvarado (Signature)	636 S. 5th St MTB CA 90640
	(Print Name)	(Address)
56.	Judy Murillo (Signature)	620 S 5th St Montebello CA 90640
	(Print Name)	(Address)
57.	Gabriel Sigala (Signature)	608 S. 5th St Montebello CA 90640
	(Print Name)	(Address)
58.	Madaleno S. (Signature)	600 S. 5th St MtB CA 90640
	(Print Name)	(Address)
59.	Virginia Solano (Signature)	600 S 5th St MtB CA 90640

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

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

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

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

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

#2

98

ATTENTION: Montebello City Council

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

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

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

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

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

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

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

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

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

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

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

	(Print Name)	(Address)
60.	(Signature)	
61.	(Print Name) Christine Lazo	(Address) 721 S. Spruce St. Montebello CA 90640
62.	(Signature) <i>Christine Lazo</i>	
62.	(Print Name) PATRICIA M. ENGLAND	(Address) 729 S. Spruce St montebello, CA
63.	(Signature) <i>Patricia M. England</i>	
63.	(Print Name) Richard Horrocks	(Address) 741 S Spruce St
64.	(Signature) <i>Richard Horrocks</i>	
64.	(Print Name) Natalie P. non	(Address) 749 S. Spruce St. Montebello CA 90640
65.	(Signature) <i>Natalie P. non</i>	
65.	(Print Name) ALEX PINON	(Address) 749 S. Spruce St MONTEBELLO CA 90640
66.	(Signature) <i>Alex Pinon</i>	
66.	(Print Name) Sandra Artales	(Address) 753 S. Spruce St Montebello, CA 90640
67.	(Signature) <i>Sandra Artales</i>	
67.	(Print Name) Nola	(Address) 521 Bluff Rd Montebello CA 90640
68.	(Signature) <i>Nola</i>	
68.	(Print Name) Doreen Vaccarello	(Address) 611 S BLUFF RD MTB, CA 90640
69.	(Signature) <i>Doreen Vaccarello</i>	
69.	(Print Name) Gasper F.	(Address) 721 S Bluff Rd Montebello CA 90640
70.	(Signature) <i>Gasper F.</i>	
70.	(Print Name) Cate Dela Torre	(Address) 733 S. BLUFF RD Montebello CA. 90640
71.	(Signature) <i>Cate Dela Torre</i>	
71.	(Print Name) MARK N Kobzoff	(Address) 749 S. Bluff Rd Montebello CA 90640
72.	(Signature) <i>Mark N Kobzoff</i>	
72.	(Print Name) Cathy L. Kobzoff	(Address) 749 S. Bluff Rd Montebello CA. 90640
73.	(Signature) <i>Cathy L. Kobzoff</i>	
73.	(Print Name) Anthony Canoso	(Address) 1105 Linker St Montebello, CA 90640
74.	(Signature) <i>Anthony Canoso</i>	
74.	(Print Name) FRANCISCO J. CANALES	(Address) 732 CARMELITA PLACE MONTEBELLO, CA 90640
75.	(Signature) <i>Francisco J. Canales</i>	
75.	(Print Name) Vianey Rubio	(Address) 704 Carmelita Pl Montebello, CA 90640
76.	(Signature) <i>Vianey Rubio</i>	
76.	(Print Name) Mark Valdez	(Address) 704 Carmelita Pl Montebello, CA 90640
77.	(Signature) <i>Mark Valdez</i>	
77.	(Print Name) JOE WARREN	(Address) 740 CARMELITA PL MONTEBELLO, CA 90640
	(Signature) <i>Joe Warren</i>	

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

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

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

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

3 MIN.

#3

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

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

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

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

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

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

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

ADDRESS: _____
(Optional)

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

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO Request No. 2



SPEAKER CARD

Please Note:

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

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

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

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

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

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

ORGANIZATION REPRESENTED: Self _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO Request No. 3



SPEAKER CARD

Please Note:

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

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

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

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

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

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

ORGANIZATION REPRESENTED: Self _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

✓ 1 MIN. #3

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

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

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

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

Opposed ☐ In Support ☒ Neutral ☐ TOPIC: _____

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

SPEAKER'S FULL NAME: William Molinari PHONE: 323-728-1882
(Optional)

ADDRESS: 301 JACMAR DR. MONTEBELLO, CA 90640
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____



MONTEBELLO
ELEVATE

SPEAKER CARD **1 MIN.**

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. _____

Meeting Date: 4/18

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Daniel Gonzales

PHONE: _____

(Optional)

ADDRESS: P.O. Box 3742, Montebello

(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. _____



MONTEBELLO
ELEVATE

SPEAKER CARD 1 MIN.

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

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

Type of Comment: Non-Agenda Item ☐

✓ AGENDA ITEM NO. _____

Meeting Date: 6-18-24 Time Received: _____ Date Received: _____

SPEAKER'S FULL NAME: Long 56221 **PHONE:** _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

Received Via: Email ☐ Phone ☐ In Person ☐

3 MIN

#3

CITY OF MONTEBELLO

Request No. _____



Grave up
time to
Mk. Veloz

SPEAKER CARD

and phone number are optional and not required to speak.
Speaker Card must be submitted to the Senior Administrative Assistant prior
meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Cor _____

AGENDA ITEM NO. 2

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Ramiro Sandoval PHONE: 323 724 48 40
(Optional)ADDRESS: 1245 S. Bluff Rd. Montebello Ca 90640
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

SPEAKER CARD

1 MIN

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 2

Meeting Date: 6/18/24

Time Received: 6:30 P

Date Received: _____

SPEAKER'S FULL NAME: Tom Leah

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

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

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

**MONTEBELLO**
ELEVATE

SPEAKER CARD

 1 MIN (2 MIN)

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

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 2

Meeting Date: 6/18/24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Edmund Robert Veloz **PHONE:** _____ (Optional)

ADDRESS: P.O. Box 2307, Pico Rivera, CA 90662
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

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

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

3 MIN

#3

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
ELEVATE

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

Type of Comment: Non-Agenda Item ☐**AGENDA ITEM NO.** 1**Meeting Date:** 6/18/2024**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:** Brissa Sotelo**PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____**Translation Needed:** No ☐ Yes ☐ **Language:** _____**Received by Staff** _____**Received Via:** Email ☐ Phone ☐ In Person ☐

From: kevin smith <kev3060@gmail.com>
Sent: Tuesday, June 18, 2024 12:28 PM
To: comment, pcpublic
Subject: [External Email] Continued Public Hearing on 301 Jacmar Drive

External Sender - From: [kevin smith <kev3060@gmail.com>](mailto:kevin.smith@gmail.com))

This message came from outside your organization.

Hello,

I am once again writing to encourage the approval of the Zone Variance and Tentative Tract Map at 301 Jacmar Drive (Case No. PC-2024-0002-SPR/ZV/TTM). This proposal turns 1 unit into 16 housing units, providing an extra 15 units for prospective home buyers in Montebello. These are home buyers who are no longer competing with our children, loved ones, and friends who are attempting to live in the city.

Unlike many attending these meetings, I didn't grow up in Montebello. I actually grew up over in Los Alamitos. I met my wife at college, and she took me to her hometown of Montebello. I immediately fell in love - both with her, and with the city. It was difficult to afford a house here, but we managed. Since we purchased a house, prices have skyrocketed. None of my wife's siblings are able to afford a house here anymore, and are at risk of being forced out. We worry what about what will happen to our children. I'm sure a lot of you have similar stories about young adults struggling to stay here due to skyrocketing prices. The only solution here is to build enough housing to accommodate our kids. That's what this project allows us to do: increase the housing supply in Montebello, so we can all afford to stay here. I can cite study after study showing this effect, but we're all smart people here, and I think everyone here is able to intuitively understand what's happening here.

A lot of you are concerned about parking, and I get it. Parking in south Montebello is a mess. It's worth remembering, though, that we are in a housing crisis here. A crisis that demands immediate action. And while there is a parking shortage, it's also true that each house has its own private garage, which can be used. And it's also true that the parking space in front of the house is owned by the city, not by the resident. Beyond this, it's worth remembering that we are paying for a \$40 million bus line less than a mile from the site. Beyond that, we are hard at work building an E line extension, which will include a station 0.6 miles away from this location! I beg of you, believe in our public transit spending, believe in the data, and do the right thing for our children.

Thank you for your consideration,
Kevin Smith

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

INDEX OF PUBLIC SPEAKERS FOR THE CITY OF MONTEBELLO PLANNING COMMISSION
MEETING HELD ON JUNE 4, 2024 – ITEM NO. 5 REGARDING 301 JACMAR DRIVE, MONTEBELLO, CA 90640

LAST NAME	FIRST NAME	ADDRESS	POSITION
Andrade	Arlene	901 S. Bluff Road Montebello, CA 90640	Opposed
Cajera	Gloria	857 S. 6 th Street Montebello, CA 90640	Opposed
Caranza	Maximiliano	--	Opposed
Cortez	Pedro	312 Jacmar Drive Montebello, CA 90640	Opposed
Gonzalez	Daniel	--	Support
Hurtado	Dionisia	--	Opposed
Molinari	Bill	301 Jacmar Drive Montebello, CA 90640	Applicant/Support
Salazar	Larry	--	Support
Sengi	Giovanni	--	Opposed
Stokes	Stephen	2448 W. Via Lucia Montebello, CA 90640	Support
Uch	Tom	841 3 rd Street Montebello, CA 90640	Opposed
Veloz	Edmund Robert	P.O. Box 2307 Pico Rivera, CA 90662	Opposed
Zaragoza	Jeronimo C.	813 S. 4 th Street Montebello, CA 90640	Opposed [Time Yielded to Mr. Veloz]

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
ELEVATE

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

Type of Comment: Non-Agenda Item ☐AGENDA ITEM NO. #5Meeting Date: 6/4/24

Time Received: _____

Date Received: 6/4/24SPEAKER'S FULL NAME: Arline Andrade PHONE: _____ADDRESS: 901 S. Bliss Rd (Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

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

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
 ELEVATE

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Type of Comment: Non-Agenda Item ☐
AGENDA ITEM NO. 5
Meeting Date: 6/4/24
Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:
Gloria Capra
PHONE:
323-922-7835

(Optional)

ADDRESS:
857 5th St

(Optional)

ORGANIZATION REPRESENTED: _____

 Opposed ☒

 In Support ☐

 Neutral ☐
TOPIC: _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____

Received Via: Email ☐

 Phone ☐

 In Person ☐



MONTEBELLO

ELEVATE

SPEAKER CARD

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: June 4, 2024

Time Received: _____

Date Received: June 4, 2024

SPEAKER'S FULL NAME: MAXIMILIANO CARRANZA

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

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

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

**MONTEBELLO**
ELEVATE

SPEAKER CARD

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

Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 06/14/24

Time Received: 6:30

Date Received: _____

SPEAKER'S FULL NAME: Pedro Cortez **PHONE:** _____

(Optional)

ADDRESS: 312 Jacana Dr

(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

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

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

**MONTEBELLO**
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Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: _____

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Daniel Gonzales

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

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

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

**MONTEBELLO**
ELEVATE

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Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 115

Meeting Date: 6/14/24

Time Received: 6:30

Date Received: 6/14/24

SPEAKER'S FULL NAME: Dionisia Hurtado

PHONE: 323-506-9272
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☒ Yes ☐ Language: _____

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



SPEAKER CARD

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MONTEBELLO
ELEVATE

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Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 6-4-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Bill Molinari

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

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

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

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Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 6-4-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Larry Salazar

PHONE: _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

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

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

MONTEBELLO
ELEVATE

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Type of Comment: Non-Agenda Item ☐**AGENDA ITEM NO.** 5**Meeting Date:** 6-4-24**Time Received:** _____**Date Received:** _____**SPEAKER'S FULL NAME:** Giovanni Seng**PHONE:** _____
(Optional)**ADDRESS:** _____
(Optional)**ORGANIZATION REPRESENTED:** _____Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____**Translation Needed:** No ☐ Yes ☐ Language: _____**Received by Staff** _____**Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

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

Type of Comment: Non-Agenda Item ☐

115

AGENDA ITEM NO. _____**Meeting Date:** June 4th**Time Received:** _____**Date Received:** 6-4-24**SPEAKER'S FULL NAME:** Stephen Stokes**PHONE:** _____**ADDRESS:** 2448 W. Via Lucia Mtb Montebello
(Optional)**ORGANIZATION REPRESENTED:** _____Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____**NOTES:** _____**ACCOMMODATIONS:** _____**Translation Needed:** No ☐ Yes ☐ Language: _____**Received by Staff** _____**Received Via:** Email ☐ Phone ☐ In Person ☐

**MONTEBELLO**
ELEVATE

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Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 06/04/24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: Tom UCH

PHONE: _____

(Optional)

ADDRESS: 841 S. 3RD ST

(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒

In Support ☐

Neutral ☐

TOPIC: JACMAN 301 PROJECT

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐

Yes ☐

Language: _____

Received by Staff _____

Received Via: Email ☐

Phone ☐

In Person ☐



SPEAKER CARD

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

MONTEBELLO
ELEVATE

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Type of Comment: Non-Agenda Item ☐

AGENDA ITEM NO. 5

Meeting Date: 6/4/24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME:

Edmund Robert Veloz

PHONE:

(323) 530-4104
(Optional)

ADDRESS:

P.O. Box 2307, Pico Rivera, CA 90662
(Optional)

ORGANIZATION REPRESENTED: _____

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

NOTES: _____

ACCOMMODATIONS: _____

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

Received by Staff _____

Received Via: Email ☐ Phone ☐ In Person ☐



SPEAKER CARD

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

Type of Comment: Non-Agenda Item ☐

Time yielded to Mr. Edmundo Veloz 5
AGENDA ITEM NO. _____

Meeting Date: 6-04-24

Time Received: _____

Date Received: _____

SPEAKER'S FULL NAME: JERONIMO C. ZARAGOZA

PHONE: 323-516-9330

ADDRESS: 813 So 4th St MONTEBELLO CAL. 90640
(Optional)

ORGANIZATION REPRESENTED: _____

Opposed ☒ In Support ☐ Neutral ☐ **TOPIC:** BUILDING 15

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☒ Language: ESPAÑOL

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

6/03/2024

Planning Commission,

Molinari, lives on Jacmar Drive, is up to impacting our neighborhood greatly again. He tried a few years ago to get 30 plus houses built on his zoned residential property. Now he's trying for 15 places.

Our neighborhood is already highly impacted with residents—apartments on 5th st and Carob Way, lack of street parking (sometimes half-way on my driveway), fairly heavy traffic (much worse after Metro goes in), and street racing from lack of speed bumps.

Molinari is the same former City Council member who voted against the houses now being built on the oil field across from the mall. But he's willing to impact our neighborhood more to make a buck.

Thanks for your time,

Richard Farber

856 So 5th st

Rfarber3@hotmail.com

323.724.0078

A handwritten signature in cursive script that reads "Richard Farber". The signature is written in dark ink and is positioned below the typed contact information.

From: Brissa Sotelo <bsotelocd14@hotmail.com>
Sent: Tuesday, June 4, 2024 6:50 PM
To: joellavaldez@gmail.com; Alvarez, Raul; Jimenez, Angie; Palombi, Joseph; comment, pcpublic
Subject: [External Email] Planning Commission Item #5 Case No. PC-2024-0002-SPR/ZV/TTM (301 Jacmar)

External Sender - From: [Brissa Sotelo <bsotelocd14@hotmail.com>](mailto:bsotelocd14@hotmail.com)

This message came from outside your organization.

To: Planning Commissioners, Rep of Council District 5 and City Administrators,

Re: Item #5 on Planning Commision Agenda for June 4th

While I could not attend today's planning commission meeting, and this note is beyond the 6PM public comment electronic submittal deadline this does not change my comment for such item.

The property at 301 Jacmar has been a very contentious issue for the neighbors and residents of the south part of District 5, specifically because this has been brought to question several times within the city before past council body members.

I would like to request that all the members that submitted testimony and concerns (during council meetings and public open meetings by developers) over the last 3 years be approached in an open forum before this item is considered in planning. This means having an open forum meeting that explains intentions at full length without a timer to understand the owner and developer's intentions and express concerns as well as trying to find a balance for all. Given that this has been a hot item for this community it is concerning that no outreach or communication was done to the group of concerned citizens. The communication should have been done by the city (which would have had public record of all past concerns with the proposals to change zoning), the owner, developer and the representative of the 5th district. At this time- none of that has been done other than a public posting. If you want this city to work together you and least need to hear the concerns prior to setting this up 72 hours before a meeting. You can achieve a lot when you built trust and listen.

Thank you for taking your time to dedicate your public service at our planning commission and for taking my comment into consideration.

Brissa Sotelo
Resident of the 5th District

1233 S. Bluff Rd Montebello
(323) 377-6091

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

June 3, 2024

ATTENTION:

Montebello Planning Commission, and
Montebello City Council
1600 West Beverly Boulevard
Montebello, California 90640

To the Montebello Planning Commission Members, and the
Montebello City Council Members.

Concerning the the proposed development of 301 Jacmar Drive.

As I understand it, William Molinari, and Developer John Mark are asking the Montebello Planning Commission, and the Montebello City Council to approve zoning variances for Molinari's property located at 301 Jacmar Drive which he wants to subdivide into 15 residential units, plus one more lot, all of which will be reduced in size, setbacks, and lot coverage. He is trying to have these lots re-zoned to R-1 Single Family Residences. At present, 301 Jacmar Drive is zoned as an R-1 single family residence.

I have studied the data about the project which was delivered to my house by the developer. These are some of the things I noticed, and am calling to your attention in order to let you know why you should not grant the variances the developer is requesting.

1. Apparently, the 15 residences are not low income housing. They will all be two story houses, at between 1600 and 2300 square feet. I am not a realtor, but I am guessing that the cost of the houses will be between \$600,000.00 and \$750,000.00 per house. At \$675,000.00 x 15 = **\$10,125,000.00 profit to Bill Molinari and the developer.** However, I believe that is a low estimate. Even if my estimates are low, it's easy to see that this is not low income housing.

2. The size of the 301 Jacmar Drive lot is 1.38 acres. The size of most of the lots on 3rd Street is about one-quarter of an acre. Therefore, 16 residential lots, will be built on a plot the size of a little more than five residential lots presently on 3rd Street.

3. The project's houses have no front yards. Their two-car garage doors are the part of the house closest to the street. The driveways are so short that the garage doors are only 10 feet 6 inches from the street, including the sidewalk. Very few cars are less than 10 feet 6 inches in length. So, if someone were to park their car in their driveway, part of their car will stick out into the street, and it would block the sidewalk, which is illegal. Therefore, the residents of this project will have to park their

cars in their garages, or in the street. These driveways are too short, and because they cannot accommodate parking on them, I believe them to be illegal.

4. The streets in this project are only 26 feet wide, - about half as wide as 3rd Street. With cars parked on both sides of the streets the throughways will be very narrow, and unsafe. This narrowness could be a dangerous hindrance for access to the street for emergency vehicles such as ambulances, and fire engines.

5. Knowing that there will be 15 houses in this project, I believe that each house will bring between 2 and 5 cars each, with the family, or families that move in. If I average it out to 3 cars per house, that would mean that at least 45 cars would be permanently brought to the project area. If everyone uses all of their garage space, that would still leave 15, or more, cars parked out on the street. But which street, the street in their project area, or 3rd Street? I believe that many of the project's cars will end-up parked out on 3rd Street, Jacmar Drive, or even 4th Street which will take parking places away from the residents of those streets. This will create enemies and trouble.

I mention this from experience. I live in the 900 block of Bluff Road. Some years ago, the City built a curb across the street, which gave the five homes which faced the curb extra parking. We all only used the parking occasionally, but it was great to have. Then, the City allowed 64 units of mostly three-story condo crap to be built over what used to be two of the most beautiful, old homes in all of Montebello, which had stood on two large lots. The 64 units of condo crap that was built there had garages provided for each unit. Instead of parking in their garages, many of those people parked their cars along the curb across the street from our homes. They took every parking space, every night, along the entire curb. However, after awhile, their cars were side-swiped, vandalized, and broken into. Because of those problems, the City prohibited all parking along that curb. That included us residents living in the five homes across the street. If you go there now you will see that the entire curb is painted red. Nobody can park there. But that used to be our parking, and it was lost because of the condo residents' disrespect, and inconsideration. This will happen on 3rd Street, Jacmar Drive, and 4th Street if the 301 Jacmar project is built.

6. This project's houses are not low-income houses. There are low income houses in the same neighborhood which offer a better quality of living. Just go a couple of blocks west to the south side of the 500 block of Jacmar Drive. There, you will see 4 houses which were built as low-income housing about 20 years ago. They have real front and backyards and complete driveways in which 2 cars can park without blocking the sidewalk. Clearly, these four low-income houses have more outdoor room, and offer a better quality of life than what is proposed for 301 Jacmar. The way these 15 houses will be crowded together will make living there not

much better than apartment living. This will be a type of ghetto housing, and the surrounding neighborhood will have to accomodate it. The City of Montebello should not allow housing such as this to be built when the houses, and their neighborhood do not come up to the City's own standard of low income housing.

7. In looking at the configuration of the 15 houses, and the narrow streets they will sit on, I worry that at some time the main throughway of this project will be made to connect to the back throughway of the 64 condos to the south of this project. That way, a vehicle will be able to drive through the middle of the block, entering on Bluff Road and exiting at 3rd Street and Jacmar Drive, and vice verse. This would be an absolutely dangerous situation.

8. According to Zillo, at present, Bill Molinari could sell his 1.38 acres for about \$1.4 million, as is. Isn't that enough? Molinari has tried twice to have housing projects built on that land. On both occasions South Montebello Residents overwhelmingly told him and the City Council "no", we did not want those projects. To the City Council's credit they rejected his last proposal by voting 5 - 0 against it. Now, here comes another ill-conceived project. The residents of South Montebello want his property left alone, the way it's always been, the way he bought it. Now he wants to destroy what is beautiful, and permanently disrupt our neighborhood to make obscene amounts of money. I know there are at least a few wealthy people who would gladly buy that property just to live there.

9. There are two big trees on the property. One is a very large ash tree, and the other is an equally tall pine tree. For over twenty years red-tailed hawks have nested near the top of the ash tree, and after their babies hatch, and then mature, they are fledged from the top of the pine tree. The hawks are there now, and they will stay close to the nest until mid-Fall. After that, they will come back every-so-often. But, they come every spring and re-build their nest. Then, they raise their babies, but they visit the nesting area year-round. There have been times when there were more than one nest in the ash tree. Many neighbors in the general area are aware of the hawks, and we are very protective of them. Red-Tailed hawks are a protected species, and thereby, so is their habitat. If this project is built, those trees will be cut down, and their habitat will be destroyed.

10. It will be irreonsponsible for the City of Montebello to allow this project to go forward. There is already deep, unforgotten resentment from the other projects which were previously proposed for 301 Jacmar Drive. Should this project be approved, that resentment and anger will only increase. The plans for the project show that it is poorly planned. The project's houses are way too crowded together. The size of the lots are so small that the houses have no front yards, and only a 15 foot back yard. The

driveways are so short that cars cannot be parked on them. The streets are dangerous because of their narrowness.

Because the lots are so small, the houses and size of the lots do not come up to the City of Montebello's past examples of qualified low-income housing. Because of the lack of driveway parking space, and the narrow streets, it is almost a certainty that many of the residents of the project will park their cars out on 3rd Street, or Jacmar Drive, or 4th Street. Because of that, there will soon be friction with the residents of those streets. If this project is built it will produce an atmosphere of hostility, estrangement, and resentment. This new project will never amicably fit into this neighborhood.

11. If this project is approved, and does get built, there will be several more projects like it coming to South Montebello. That's because of the big properties that many residents own. It's the big lots that developers are looking for so they can build big projects like this on them. This will be more negative exploitation of South Montebello.

301 Jacmar Drive must be left as an intact R-1 zoned property for a single family, forever. It must not be subdivided, and no variances of any part of it should be granted.

Edmund Veloz



P.O. Box 2307
Pico Rivera, CA 90662

From: kevin smith <kev3060@gmail.com>
Sent: Tuesday, June 4, 2024 4:09 PM
To: comment, pcpublic
Subject: [External Email] Public Comment for Planning Commission Meeting Item #5

External Sender - From: (kevin smith <kev3060@gmail.com>)

This message came from outside your organization.

Hello,

Unfortunately due to my work schedule, I am unable to attend the meeting and make this comment in person. However, I wanted to urge you to support the Zone Variance and adopt Resolution No. 07-24 Approving the Site Plan Review Zone Variance No. PC-2024-0002-SPR/ZV/TTM.

We are currently in a housing crisis. The rents are so high, longtime residents of the city are being squeezed out and forced to leave. I have personally witnessed it, and I'm sure you (the reader of this email) has as well. Not only that, but high rents are also [associated with an increase in homelessness](#). However, there is a well established fix for this problem of high housing costs.

[New apartment buildings in low-income areas decrease nearby rents](#). More specifically, [evidence shows that within 500 ft, for every 10% increase in the housing stock, rents decrease by 1%; and for every 10% increase in the condo stock, condo sales prices decrease by 0.9%](#). Further, another study shows that [new buildings decrease rents in nearby units by about 6% relative to units slightly farther away or near sites developed later](#). Many people fear the construction of luxury housing, but it turns out that [new construction makes homes more affordable—even for those who can't afford the new units](#).

The best thing about this fix is that it won't cost the city a dime. In fact, city profits are likely to increase with the increase in property tax. All we need to do is to allow property owners to build housing on their property. That is exactly what Item Number 5 is about. While there may be fears of traffic and parking, these complications are ultimately much simpler to deal with than the current housing and homelessness crisis we are facing. I urge you to do the right thing - for our people, for the environment, and for the city's finances.

For more information on this, I recommend you read Strong Towns by Charles Marohn, Green Metropolis by David Owen, and Arbitrary Lines by David Owen. I would also recommend Paved Paradise by Henry Grabar, for more reading on the parking problem (also The High Cost of Free Parking by Donald Shoup).

With respect,
Kevin Smith

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

From: utandihappi@aol.com
Sent: Tuesday, June 4, 2024 3:28 PM
To: Fernandez, Emilie
Cc: tandihappi@gmail.com
Subject: Re: [External Email] Case # PC-2024-0002-SPR-ZV-TTM/ENV No. 02-24-CE
Attachments: img508.jpg; img509.jpg

External Sender - From: ("utandihappi@aol.com"
<utandihappi@aol.com>)

This message came from outside your organization.

Good afternoon Emilie,

Thank you for your reply.

Wife and I read have read and analyzed the proposed project.

We would object to it as it is proposed.

We share the concerns and objections as described by our neighbor Edmond Veloz whose letter is attached herewith.

Thank you again

Sincerely,

Alexandria & Tom Uch
841 S 3rd Street

I have attached the staff report and site plan. Please let me know if you have questions on the proposed project. For future reference or if you would like to review additional materials related to the project, please visit www.montebelloca.gov Departments - Planning and Community Development - Planning Commission – Agenda Minutes and Videos (Click Here) – June 4, 2024- [Agenda Packet](#). The project for 301 Jacmar is the last item on the Agenda. Please let me know if you have any problems navigating the website or have any questions regarding the project.

Thank you,



MONTEBELLO

Emilie Fernandez

Assistant Planner

Planning and Community Development
Department

1600 W Beverly Blvd., Montebello, CA 90640

p: 323-887-1200 x1480

w: www.MontebelloCA.gov

e: efernandez@MontebelloCA.gov



PROBLEMS IN OUR NEIGHBORHOOD, AGAIN!
WE'RE GOING TO HAVE TROUBLE WITH 301 JACMAR DRIVE.
THIS IS BILL MOLINARI'S PROPERTY.

To all residents. There will be a very important Montebello Planning Commission Meeting on:

Date: Tuesday, June 4th, 2024
 Time: 6:30 p.m.
 Place: City Hall Council Chambers
 1600 West Beverly Boulevard, Montebello, CA 90640

For the sake of our neighborhood, please be there, and voice your opinion. Help us keep Molinari's property zoned R-1, forever, without variances. Again, Bill Molinari is trying to get a major housing development built on his property. This time, he is asking the Montebello Planning Commission, and the Montebello City Council to approve zoning variances for his property which he wants to subdivide into 15 residential units, plus one more lot, all of which will be reduced in size, setbacks, and lot coverage. He is trying to have these lots re-zoned to R-1 Single Family Residences. At present, 301 Jacmar Drive is zoned as an R-1 single family residence.

I have studied the data about the project which was delivered to my house by the developer. These are some of the things I noticed:

1. Apparently, the 15 residences are not low income housing. They will all be two story houses, at between 1600 and 2300 square feet. I am not a realtor, but I am guessing that the cost of the houses will be between \$600,000.00 and \$750,000.00 per house. At \$675,000.00 x 15 = **\$10,125,000.00 profit to Bill Molinari and the developer.** However, I believe that is a low estimate. Even if my estimates are low, it's easy to see that this is not low income housing.
2. The size of the 301 Jacmar Drive lot is 1.38 acres. The size of most of the lots on 3rd Street is about one-quarter of an acre. Therefore, 16 residential lots, will be built on a plot the size of a little more than five residential lots presently on 3rd Street.
3. The project's houses have no front yards. Their two-car garage doors are the part of the house closest to the street. The driveways are so short that the garage doors are only 10 feet 6 inches from the street, including the sidewalk. Very few cars are less than 10 feet 6 inches in length. So, if someone were to park their car in their driveway, part of their car will stick out into the street, and it would block the sidewalk, which is illegal. Therefore, they will have to park their cars in their garages, or in the street.
4. The streets in this project are only 26 feet wide, - about half as wide as 3rd Street. With cars parked on both sides of the streets the thoroughways will be very narrow, and somewhat unsafe. This could be a hindrance to emergency vehicles such ambulances, and fire engines.
5. Knowing that there will be 15 houses in this project, I believe that each house will bring between 2 and 5 cars each, with the family, or families that move in. If I average it out to 3 cars per house, that would mean that at least 45 cars would be permanently brought to that project area. If everyone uses all of their garage space, that would still leave 15, or more, cars parked out on the street. But which street, the street in their project area, or 3rd Street? I believe that many of the project's cars will end-up parked out on 3rd Street, Jacmar

(over)

Drive, or even 4th Street which will take parking places away from the residents of those streets. This will create enemies and trouble.

I mention this from experience. I live in the 900 block of Bluff Road. Some years ago, the City built a curb across the street, which gave the five homes which faced the curb extra parking. We all only used the parking occasionally, but it was great to have. Then, the City allowed 64 units of mostly three-story condo crap to be built over what used to be two of the most beautiful, old homes in all of Montebello, which had stood on two large lots. The 64 units of condo crap that was built there had garages provided for each unit. Instead of parking in their garages, many of those people parked their cars along the curb across the street from our homes. They took every parking space, every night along the entire curb. However, after awhile, their cars were side-swiped, vandalized, and broken into. Because of those problems, the City prohibited all parking along that curb. That included us residents living in the five homes across the street. If you go there now you will see that the entire curb is painted red. Nobody can park there. But that used to be our parking, and it was lost because of the condo residents' inconsideration. This is what will happen on 3rd Street, Jacmar Drive, and 4th Street if the 301 Jacmar project is built.

6. This project's houses are not low-income houses. Low income houses in the same neighborhood offer a better quality of living. Just go a couple of blocks west to the south side of the 500 block of Jacmar Drive. There, you will see 4 houses which were built as low-income housing about 20 years ago. They have real front and backyards and complete driveways in which 2 cars can park without blocking the sidewalk. Clearly, these four low-income houses have more room, and offer a better quality of life than what is proposed for 301 Jacmar. The way these 15 houses will be crowded together will make living there not much better than apartment living. This will be a kind of ghetto housing, and the surrounding neighborhood will have to accomodate it.
7. In looking at the configuration of the 15 houses, and the narrow streets they will sit on, I worry that at some time the main throughway of this project will be made to connect to the back throughway of the 64 condos to the south of this project. That way, a vehicle will be able to drive through the middle of the block, entering on Bluff Road and exiting at 3rd Street and Jacmar Drive, and vice verse.
8. According to Zillo, at present Bill Molinari could sell his 1.38 acres for about \$1.4 million, as is. Isn't that enough? Since that time Molinari has tried twice to have housing projects built on that land. On both occasions South Montebello Residents overwhelmingly told him and the City Council "no", and to the City Council's credit they rejected his proposal by voting 5 - 0 against it. Now, here comes Molinari again with another ill-conceived project. The residents of South Montebello want his property left alone, the way he bought it. Now he wants to destroy what is beautiful to make obscene amounts of money. There are at least a few wealthy people who would gladly buy that property just to live there.
9. Lastly, know this. If this project is approved, and does get built, there will be several more projects like it coming to South Montebello. That's because of the big properties that many residents own. It's the big lots that developers are looking for so they can build big projects like this on them.

We residents need to show-up at this Planning Commission Meeting and make our voices heard. Let's stop this project, and keep our neighborhood R-1 zoning.

Edmund Veloz
South Montebello

From: Connie Soto <conchatapia911@gmail.com>
Sent: Monday, June 3, 2024 2:04 PM
To: comment, pcpublic
Subject: [External Email] 301 JACMAR DRIVE, MONTEBELLO (15 RESIDENTIAL UNITS)

External Sender - From: [Connie Soto <conchatapia911@gmail.com>](mailto:conchatapia911@gmail.com)

This message came from outside your organization.

To the City Council,
My name is Concepcion Tapia, my house backs up to 301 Jacmar.
I do not support the proposed project of 15 residential units or 16 Legal lots and strongly ask that you disapprove. My privacy will be invaded, the Eagle's home will be destroyed, and it will get noisier! South Montebello needs improvements, not increasing population overcrowding or additional traffic. On Bluff RD traffic is already a problem and if units are approved it will get worse.
So I ask that you reject this zone change.

Thank you for your time.
Connie

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

RENDERINGS



Casas Bella **del SUR**

**Quality New Homes
for South Montebello**



John Mark Construction Company has submitted an application with the city of Montebello on behalf of the owners of 301 Jacmar Drive for a subdivision to allow for new homes to be built on the property. Casas Bella del Sur is our commitment to bringing quality new single family homes to South Montebello.

HIGHLIGHTS

- 15 two story homes
- Sizes are from 1,600 square feet to 2,300 square feet
- 3 and 4 Bedrooms
- 2 and 3 Bathrooms
- Two side by side garage spaces and street parking
- Each home has ample private yard space
- Designed to blend in with the neighborhood
- Private Park with Pickle Ball Court and exercise equipment
- Homeowners Association to maintain streets, park, common areas and parking
- Much lower density than adjacent development. This will protect the neighborhood because the State of California continues to require higher density housing in all neighborhoods

JMCC and the owners have worked diligently to prepare a project that will enhance our neighborhood and the community. If you have any questions or would like further information please send email to jack@johnmarkinc.com.

NOTE: The Highlights, Renderings and Site Plan in this brochure are conceptual depictions and subject to change. At this time there are no plans for actual construction of homes.

SITE PLAN



SCALE: 1" = 40'

SHEET 1 OF 2

TENTATIVE TRACT MAP NO. 084478
IN THE CITY OF MONTEBELLO
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 103 OF EL CARMEL TRACT, IN THE CITY OF MONTEBELLO,
COUNTY OF LOS ANGELES, AS RECORDED IN BOOK 7 PAGES 134 AND 135 OF MAPS
IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF LOS ANGELES.

SURVEYORS' STATEMENT

This map correctly represents a survey made by me or under
my direction in conformance with the requirements of the
Professional Land Surveyors' Act at the request of

Willim M. Molinari and M. Antonietta Molinari October 22, 2023

Peter H. Martin

Lic. No. 24889 Date: April 5, 2024



COUNTY SURVEYORS' STATEMENT

This map has been examined in accordance with Section 8766 of the Professional
Land Surveyors' Act this ____ day of _____, 20 ____.

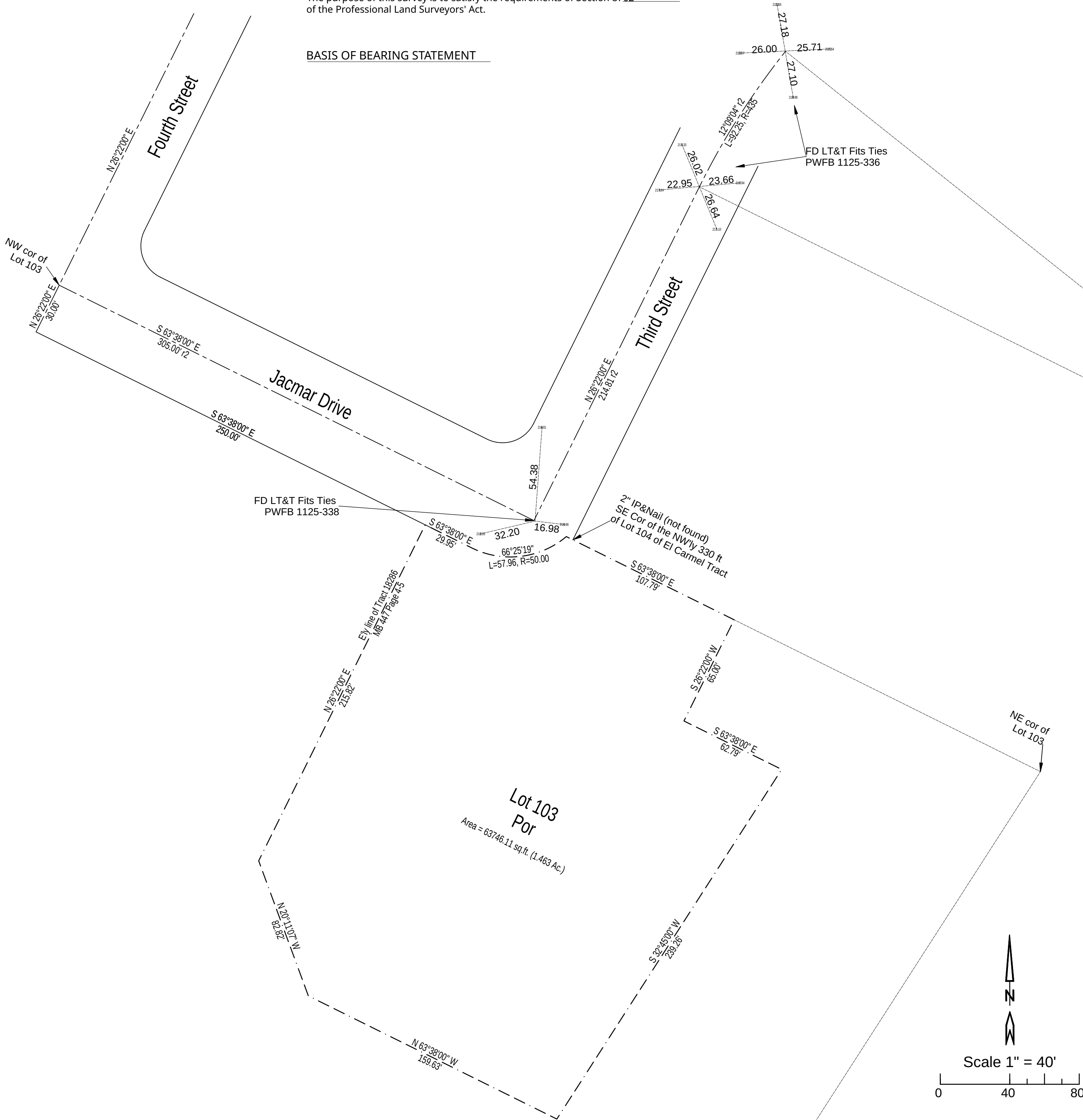
County Surveyor (Deputy)

Lic. No. _____

PURPOSE STATEMENT

The purpose of this survey is to satisfy the requirements of Section 8762
of the Professional Land Surveyors' Act.

BASIS OF BEARING STATEMENT



APN: APN: 6352-026-029

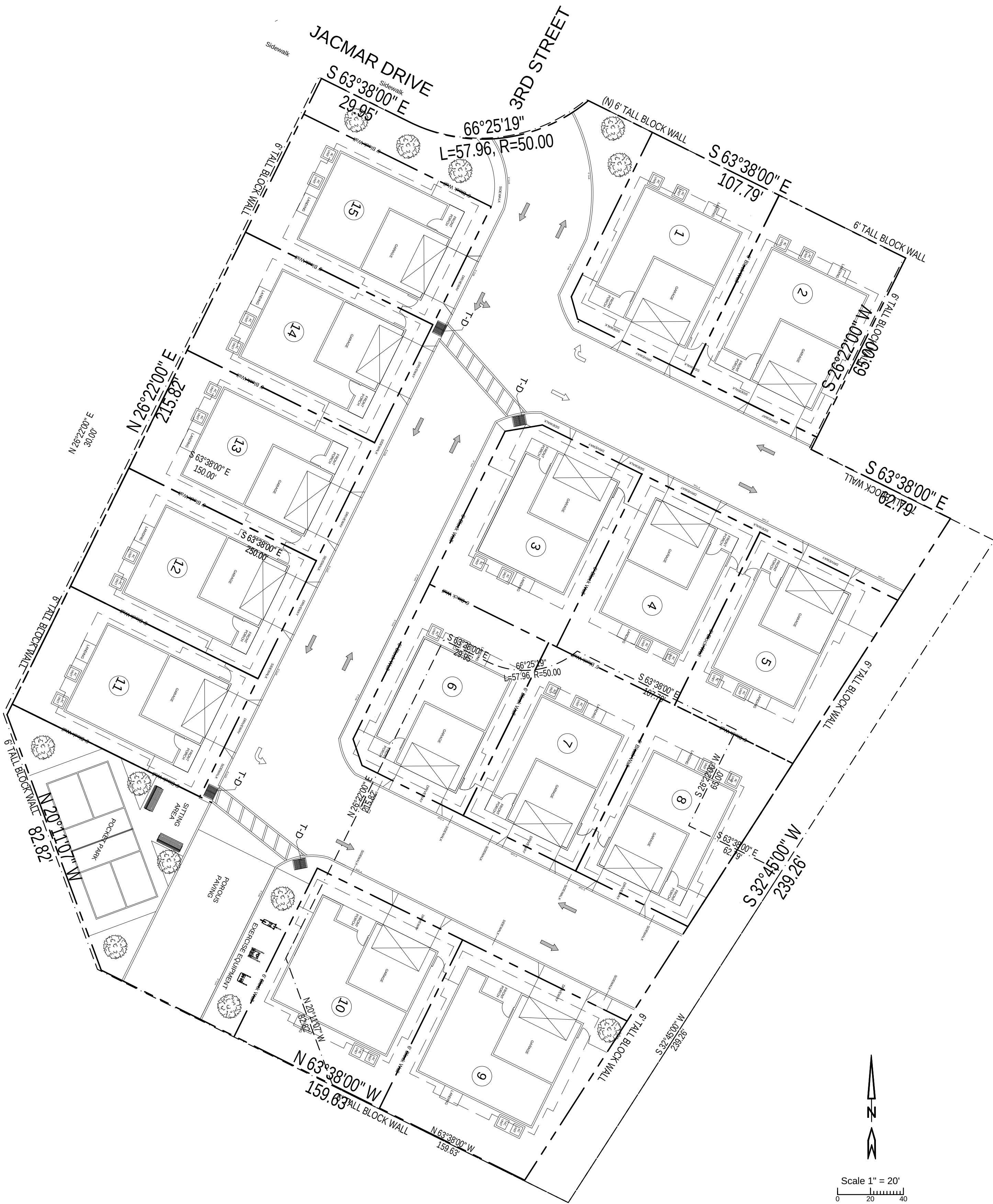
SCALE:

TENTATIVE TRACT MAP NO. 084478

SHEET 2 OF 2

IN THE CITY OF MONTEBELLO COUNTY OF LOS ANGELES STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 103 OF EL CARMEL TRACT, IN THE CITY OF MONTEBELLO,
COUNTY OF LOS ANGELES, AS RECORDED IN BOOK 7 PAGES 134 AND 135 OF MAPS
IN THE OFFICE OF THE COUNTY RECORDER OF COUNTY OF LOS ANGELES.



APN: APN: 6352-026-029

EXHIBIT D**Notice of CEQA Exemption****To:**

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

From:

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

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Site Plan Review, Zone Variance and Tentative Tract Map to allow the demolition of the existing single family residential unit and construction of 15 new units on 16 separate parcels.

Project Location: 301 Jacmar Drive, Montebello, CA 90640

Case Number(s): PC-2024-0002-SPR/ZV/TTM & ENV No. 02-24-CE

Description of Nature, Purpose, and Beneficiaries of Project: Site Plan Review ("SPR") Zone Variance ("ZV") and Tentative Tract Map ("TTM") Case No. PC-2024-0002-SPR/ZV/TTM to allow the construction of 15 new single-family homes on 16 separate lots at 301 Jacmar Drive ("Project Site").

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

Name of Person or Agency Carrying Out the Project: John Mark Kozakar behalf of William Molinari and Antonietta Molinari, ("Property Owner")

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 32- CEQA Guidelines Section 15332 (In-Fill Development)
- ☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The Project is Categorically Exempt per §15332 - Class 32 (In-Fill Development), as none of the limitations set forth in CEQA Guidelines 15300.2 apply. To qualify under an exemption pursuant to Class 32 of Section § 15332 (In Fill Development Projects), the following environmental findings must also be made. The project is consistent with the General Plan as well as applicable zoning designation and regulations being in the R-1 zone with various permitted uses, the Project occurs within City limits and is on a project site of no more than five (5) acres, and the Project Site has no value as habitat for endangered, rare, or threatened species because it is on an existing developed site. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and the site can be adequately served by all required utilities and public services.

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

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

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

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

☒ Signed by Lead Agency

☐ Signed by Applicant



ITEM # 5

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NOS. 4286 AND 4287 WITH OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES LLC AND MOHAWK CARPET DISTRIBUTION, LLC RESPECTIVELY TO PURCHASE AND INSTALL UPGRADED WORKSTATIONS AND FLOORING

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4286, with Office Solutions Business Products & Services, LLC (dba Bluespace Interiors), utilizing the Sourcewell Cooperative Purchasing Program (Sourcewell) Contract No. 091423-TKN, to purchase and install upgraded workstations for Public Works and Human Resources for a total not-to-exceed amount of \$121,527; and
2. Approve Professional Services Agreement, No. 4287 with Mohawk Carpet Distribution, LLC utilizing Sourcewell Contract No. 061323-MCD to purchase and install flooring for segments of City Hall West for a total not-to-exceed amount of \$40,173; and
3. Authorize the City Manager to execute the agreements and approve change orders for up to ten percent (10%) of the total compensation amount for each proposed agreement; and
4. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$80,000 in Account No. 100-30-510-6083 (General Fund, Public Works, Government Building Maintenance, Furniture and Fixtures Purchases); and,
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total cost for upgrading and installing workstations and flooring is \$177,870, which

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 2 of 3

includes a 10% contingency. However, the adopted Fiscal Year 2024-25 budget did not fully allocate the necessary funds for this project. As a result, a budget amendment will be required to cover the total cost of this project.

Staff recommend amending the Fiscal Year 2024-25 Budget by increasing appropriations by \$80,000 in Account No. 100-30-510-6083 (General Fund, Public Works, Government Building Maintenance, Furniture and Fixtures Purchases) to accommodate expenditures for this project.

Additionally, staff request authorization for the City Manager to execute all contract change orders, provided they are approved and negotiated in good faith by the Director of Public Works. A summary of the expenditures is shown in the table below:

Contractor	Project Cost	10% Contingency	Total Expenditure
Bluespace Interiors	\$ 121,527	\$ 12,153	\$ 133,680
Mohawk	\$ 40,173	\$ 4,017	\$ 44,190
GRAND TOTAL			\$ 177,870

BACKGROUND/DISCUSSION:

The existing office workstations and flooring in the Public Works Department in City Hall are outdated, dilapidated, not ADA compliant, do not meet current ergonomic standards and no longer meet the functional needs of the department. These workstations and flooring have exceeded their useful life. The proposed upgrades aim to optimize the limited office space available by introducing ergonomic workstations that improve both comfort and functionality. In addition, the new layout will accommodate a growing workforce and support enhanced productivity. New workstations and flooring will not only meet the department's current demands, but will also improve the overall work environment. This modernization is expected to contribute to the department's efficiency, morale, and long-term success.

Over the years, Bluespace Interiors and Mohawk have provided exceptional service and products to other City departments, including Administration, Fire, Finance, Police, Recreation, Community Development, and Transportation. Their work has consistently improved the workforce's comfort, efficiency, and productivity. Based on this track record, the City has decided to proceed with these vendors for the current project.

The City intends to utilize Sourcewell Contracts No. 091423-TKN and No. 061323-MCD as the approved procurement process, in accordance with Montebello Municipal Code (MMC) Section 3.20.050(F) Cooperative Purchase. Sourcewell offers a cooperative purchasing model, which ensures competitive solicitations that meet or exceed local requirements. This is demonstrated through Sourcewell's Request for Proposals (RFPs), as outlined in RFP #061323 (Attachment C) and RFP #091423 (Attachment D). This streamlined procurement process will save valuable time, money, and resources for the City. As a government agency, the City is eligible to take advantage of Sourcewell's

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 3 of 3

cooperative contracts, ensuring both compliance and cost-effectiveness throughout the procurement process.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend approving Professional Services Agreement No. 4286 with Office Solutions Business Products & Services, LLC (dba Bluespace Interiors) to purchase, install, and upgrade workstations for Public Works and Human Resources; and approve Professional Services Agreement No. 4287 with Mohawk Carpet Distribution, LLC to purchase and install flooring for segments of the West Wing of City Hall — both of which are Sourcewell Contracts per Montebello Municipal Code Section 3.20.050(F); and authorize the City Manager to execute the agreements and approve change orders for up to ten percent (10%) of the total compensation amount for each proposed agreement.

ATTACHMENT(S)

1. Attachment A - PSA No. 4286 Bluespace
2. Attachment B - PSA No. 4287 Mohawk
3. Attachment C - RFP #061323
4. Attachment D - RFP #091423

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4286 WITH OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES, LLC dba BLUESPACE INTERIORS

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **March 26, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Office Solutions Business Products & Services, LLC dba Bluespace Interiors, a California limited liability company (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 company to provide furniture solutions with related accessories and services to the CITY; and

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

WHEREAS, CONTRACTOR's services were procured through a cooperative purchasing agreement through Sourcewell ("Cooperative Purchasing Agency") which requires that the CITY be provided equivalent, or more favorable terms or pricing than the minimum requirements of the contract with the Cooperative Purchasing Agency.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Contractor's Proposal
3. Sourcewell Contract No. 091423-TKN
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

PROFESSIONAL SERVICES AGREEMENT NO. 4286

Page 2 of 12

a. All terms, conditions, requirements, and provisions of the Contract Documents are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern. However, any conflict between the Cooperative Purchasing Agency's Contract and this Agreement, the more favorable term to the City shall control.

b. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the services as set forth fully in Contractor's Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon the Effective Date of this Agreement and shall expire when the services are completed, but no later December 31, 2025 unless further extended upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 4. PERFORMANCE.

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

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

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

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

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

inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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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 (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

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.

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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 arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i)

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immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocity.gov

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

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

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

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

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

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or

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subContractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this

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Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

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voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello – Department of Public Works
Attn: Cesar Roldan, Director of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1462
Email: CRoldan@montebellocal.gov

If to Contractor: Office Solutions Business Products & Services, LLC dba
Bluespace Interiors
Attn: Dana Mittesteadt, Vice President
23303 La Palma Avenue
Yorba Linda, CA 92887
(714) 692-7412 x 223
Email:dmittelsteadt@officesolutions.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-Contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-Contractor and applicants are employed, and that employees are treated during employment,

without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**OFFICE SOLUTIONS BUSINESS
PRODUCTS & SERVICES, LLC
dba BLUESPACE INTERIORS**

Raul Alvarez, City Manager

Dana Mittesteadt, Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Sourcewell Contract No. 091423-TKN
- Exhibit B – Contractor's Proposal
- Exhibit C – Terms for Compliance with California Labor Law Requirements

EXHIBIT “A”

Sourcewell Contract No. 091423-TKN

**Solicitation Number: RFP #091423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Teknion LLC, 302 Fellowship Road, Suite 110, Mt. Laurel, NJ 08054 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

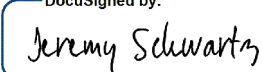
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

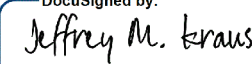
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/29/2023 | 5:20 PM CST

Teknion LLC

DocuSigned by:

By: D8576B415B224D1...
Jeffrey M. Kraus
Title: Vice President Business Operations
Date: 11/29/2023 | 10:50 AM PST

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 11/30/2023 | 8:27 AM CST

RFP 091423 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Teknion
Address: 302 Fellowship Road
Suite 110
Mount Laurel, New Jersey 08054
Contact: Steve Hindle
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Phone: 410-300-9955
HST#:

Submission Details

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Submitted By: Steve Hindle
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Submitter's IP Address: 157.96.187.243

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Teknion LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Teknion LLC is a subsidiary of Teknion Corporation. The Teknion Corporation group consists of 21 companies that sell, or market finished products in their respective markets, or produce the finished products, or the components, parts, or materials of the finished products. Teknion's involvement with vertically affiliated suppliers is integrated to such a degree that all materials and components of the Teknion product line other than fabric, steel, and aluminum are provided within the Teknion corporate family. The benefit for our customers is a more streamlined, efficient, and productive manufacturing process that allows us to meet special needs, lead times, and other requirements more quickly and responsively. As a vertically integrated company offering just-in-time manufacturing, Teknion can make and implement business decisions quickly. This flexibility enables us to respond rapidly and reliably to customer needs. We customize products to specific requirements without having to source, negotiate, and rely on the capabilities of outside suppliers. In fact, many customer-specific product enhancements have led to permanent design changes. Customer-driven innovations have helped to align Teknion's product offering with evolving customer needs and the technology required to support their organization. In addition, Teknion Corporation and its subsidiaries are well capitalized, with little debt and large equity, and therefore, ready to invest as needed in new plants, equipment, software, etc., with the goal of continuing to grow at rates far greater than experienced by our competitors.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	ODVY8	*
5	Proposer Physical Address:	302 Fellowship Road Suite 110 Mt. Laurel, NJ 08054	*
6	Proposer website address (or addresses):	www.teknion.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jeffrey M. Kraus Vice President Business Operations 302 Fellowship Road, Suite 110 Mt. Laurel, NJ 08054 E: jeff.kraus@tekion.com P: 856.552.5503	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Hindle Director, Public Sector Programs Denver, Colorado E: steve.hindle@tekion.com P: 410.300.9955	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Richards Senior Regional Manager, Public Sector, Mid-Atlantic Washington, DC E: bill.richards@teknion.com P: 202-246-8582 David Moorad Senior Regional Manager, Public Sector, Southeast Atlanta, Georgia E: david.moorad@teknion.com P: 404.457.9191 David Skinkis Senior Regional Manager, Public Sector, West Los Angeles, CA E: david.skinkis@teknion.com P: 213-700-4862 Steven Kantner Regional Manager, Public Sector, North Central Tiffin, Ohio E: steven.kantner@teknion.com P: 567-220-9402 Morgan Gill Regional Manager, Public Sector, South Central San Antonio, Texas E: morgan.gill@teknion.com P: 210-740-1866 Valerie Windrim Public Sector Contracts Manager Mt. Laurel, New Jersey E: valerie.windrim@teknion.com P: 416-735-3438
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	COMPANY OVERVIEW The story of Teknion is one of growth and innovation. When Saul Feldberg founded Teknion in the early 1980s, he envisioned a company that would create office systems and furniture to meet the new and changing needs of people at work, one that would grow into a leading provider of office environments. Within a decade, Saul's vision was a reality. Teknion's expanding customer base was comprised of some of the world's most innovative and respected businesses. Teknion's spectacular growth made industry history and it was clear that this was a different kind of company – one with an entrepreneurial spirit defined by passion, curiosity, and bold, creative thinking. In 1993, David Feldberg stepped into the position of company President and CEO and has continued to guide the company into a new century. Under his leadership, Teknion has remained true to environmental stewardship and humanistic ideals and steadfast in its commitment to delivering intelligent, design-driven furniture attuned to the needs of business, people, and the environment. Today, the vision of Saul Feldberg is still very much alive in our corporate values, our culture, and in the actions of all the people who come to work at Teknion each day. Our sense of optimism still thrives as we embrace the possibilities of a growing century. We are still willing to go above and beyond, to do the impossible, even when it is not required. We remain a company defined by design — as a mindset, as a process, and as a tool for innovation and positive change. It is the very essence of what we do. BUSINESS PHILOSOPHY & MISSION Teknion offers a strong portfolio of innovative office furniture products that support people at work. Our business philosophy is geared toward promoting human-centered work environments in which creativity, imagination, and ingenuity thrive. It is our collective mission to create, manufacture, and market office furniture and related services to provide attractive and pleasing business environments conducive to increased productivity and comfort for users worldwide. The foundation of our business philosophy lies in one simple concept – we do not try to predict the future, rather, we embrace the changes of today's workplace and apply an innovative, yet practical approach to the development of our products. Teknion operates under an umbrella of collaborative intellect at all levels within our organization. We extend that philosophy to our customer relationships and attribute our collective success to the ability to incorporate the ideas of many into product development strategies, global partnership methodologies, and day-to-day business practices. As a result, we provide outstanding value to our customers who attach importance to long-term partnerships within the contract furniture industry. FAMILY OF BRANDS Our integrated product portfolio includes multiple lines of systems furniture, mobile furniture, seating, storage and filing, freestanding casegoods, and accessories. Our family of brands is enriched by furniture applications from Studio TK, upholstery by LUUM Textiles, and flexible, reconfigurable architectural wall systems. Carefully curated, our family of brands enhances Teknion's ability to provide a complete solution for workspaces where people can feel welcome, comfortable, connected, and enabled. As we respond to each of the questions asked within this RFP, we look forward to re-introducing Sourcewell and its participating entities to what working with Teknion can do for you and each of your project environments.
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11	What are your company's expectations in the event of an award?	Upon award, Teknion expects to continue to serve as a trusted advisor, partner, and resource to Sourcewell and its participating entities. At Teknion, we are guided by a vision of unexcelled service to our customers. That vision extends beyond the present to evolving business needs and encompasses a rare breadth of customer-driven solutions that are grounded in our commitment to offering the highest level of product design, quality, and service in the contract furniture industry worldwide. We will do our part in promoting this next phase of our relationship with Sourcewell. We will remind all internal and external personnel, including manufacturing and Operations, as well as our dealer and installation partners, what an honor it is to be awarded this contract and remain a trusted advisor and partner to Sourcewell and its participating entities. We will ensure all parties understand what is expected of them and the vital role each will play not only in the continued success of this contract but of the Teknion – Sourcewell relationship overall. We commit to working collaboratively with the Sourcewell team, ensuring your furniture and service requirements are met every step along the way. Teknion and our dealer partners will define strategies in support of an account management protocol that fits your needs and your facility's goals and objectives. We define this as a scalable service model. With each project, certain tasks, milestones, and processes apply; but at the same time, each customer's needs are different. That is why we can adjust our service model to meet our customers – not the other way around.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Teknion is well-capitalized and has debt-to-equity and current ratios that are considered healthy by industry standards. It has ample credit facilities in place to finance its business should the need arise. Please see the Documents, Financial Strength and Stability section of the Sourcewell portal for a letter from KPMG outlining Teknion's financial metrics for FY 2022.	*
13	What is your US market share for the solutions that you are proposing?	Teknion's market share in the United States is approximately 7 percent.	*
14	What is your Canadian market share for the solutions that you are proposing?	While there is no centralized market share data available in Canada, based on our assessment, Teknion is a market leader and holds over 30% market share in the contract furniture industry in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Teknion has never petitioned for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Teknion began as a small company with big ideas. We started with three employees working in 3,000 square feet of space to produce a single product: T/O/S, an innovative response to the emergence of technology in the workplace. Today, Teknion is an international designer, manufacturer, and marketer of office systems and related products that address all work areas within the office environment. The Company has grown to approximately 3,200 employees worldwide and has approximately 2.4 million square feet of facilities, including manufacturing plants, showrooms, corporate headquarters, and sales offices. The company operates ten manufacturing facilities in Ontario, five in Quebec, one in Alberta, one in North Carolina, and three in Malaysia for servicing regional locations. Our extensive product portfolio is sold in over fifty countries through a network of more than 250 authorized dealer locations around the globe. The core values of Teknion are exemplified throughout our dealer network as Teknion dealers tend to be entrepreneurial in style and very committed to customer satisfaction. As separate, independent, regionally based businesses, these dealers are trained on all aspects of Teknion's product offering including, but not limited to, specification, installation, and product application. We strive for an open, honest relationship and every member of our sales and executive management team has a relationship with each of our dealers. We work very hard to develop clearly defined roles, and we meet frequently to review mutually agreed-upon expectations to ensure that Teknion customers receive a high level of local customer service. It is clearly understood by Teknion and our dealer partners that we are both integral to the success of the order fulfillment process and neither of us can be successful without each of us excelling in our role. Teknion collaborates very closely with our dealer partners to ensure a seamless project experience for our customers. The following provides a high-level overview of the general roles and responsibilities we expect from our dealer network. • Attendance at all project meetings • Consultation on product application and layout • Furniture specifications and CAD support • Preparation of purchase order from floor plans • Site checks and preparation of installation drawings • Coordination of ship dates and arrangements • Supervision of delivery and installation • Deficiency checks and post-installation audit • Performance of user-orientation seminars • Management of warranty repairs • Ongoing customer service, product application, support, and sales • New requests and reconfigurations • Ability to support ancillary requirements with dedicated resources
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Teknion's products are constructed of the highest quality materials, to adhere to Teknion's stringent quality assurance standards; thereby offering customers durable, reliable products with a long life cycle of use. Products are tested to industry quality standards and meet or exceed quality and performance tests. The standards and certifications include, but are not limited to the following: Quality Certifications/Programs • ISO 9001 – International Standard for Quality Management Systems • Teknion Installer Certification Program Environmental Certifications/Programs • Teknion's Environmental Charter • ISO 14001 – International Standard for Environmental Management System • BIFMA e3 – Environmental and Sustainability Standard Certification • FSC – Forest Stewardship Council Certification • LEED • SCS Indoor Advantage Certification (Products) • USGBC – U.S. Green Building Council • CGBC – Canadian Green Building Council • WELL Building Standard Health and Safety • OHSAS 18001 – Occupational Health and Safety Manufacturing Permits • Certification of Approval, Ontario Reg. 127 (Air Emissions) • NPRI (National Pollutant Release Inventory) • Environmental Protection Act: Hazardous Waste Management • Teknion Annual Waste Audits and Reduction Plans • Toxics Reduction Act, 2009 Other Standards/Codes • ANSI/BIFMA Furniture Certification Program • CGSB – Canadian Government Standard for Testing • CSA – Canadian Electrical Standard • UL – American Electrical Standard • ICC – International Council Code (Architectural Product Certification)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Teknion has not been subject to any suspension or debarment actions.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	At Teknion, we believe that design does matter. As president and CEO of Teknion, David Feldberg's approachable, collaborative leadership style set the tone for Teknion's culture as the company grew to become an international presence. Under David's leadership, Teknion also became a company passionate about design. Early on, David championed the potential of design and began to form ties with leading architects and designers. Design became an integral part of Teknion's culture, recognized as a way of thinking and a powerful tool with which to shape a better world. Please see the Documents, Additional Document section of the Sourcwell portal for a list of the awards bestowed upon Teknion within the past five years. Sourcwell is also invited to visit https://www.teknion.com/about/press-room/press-room for additional information regarding all of Teknion's industry accomplishments and recognition.	*
20	What percentage of your sales are to the governmental sector in the past three years	Teknion's percentage of sales to the government sector is as follows: FY 2022: 15.7% FY 2021: 17.9% FY 2020: 17.2%	*
21	What percentage of your sales are to the education sector in the past three years	Teknion's percentage of sales to the education sector is as follows: FY 2022: 6.1% FY 2021: 7.2% FY 2020: 6.4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	In addition to our contract with Sourcwell, Teknion holds Cooperative Contracts with OMNIA Region 4, OMNIA City of Charlotte, Premier, and Premier Healthcare Alliance. Please see the Documents, Additional Document section of the Sourcwell portal for the requested annual sales volume for each of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Teknion has held a GSA contract since 2003; initially under GS-28F-0016N and currently under GS-27F-0013V. The change in contract number occurred when GSA merged all furniture categories under SIN 71. Please see the Documents, Additional Document section of the Sourcwell portal for the requested annual sales volume of Teknion's GSA contract.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Alamo Colleges	Gary O'Bar Elisa B Nava-Garcia	gobar@alamo.edu enava@alamo.edu	*
State of Florida	Sara Flynn-Kramer	Sara.Flynn-Kramer@ocfl.net 407.836.0048	*
UTSA	Roel Ramos Andrew Goodenough	roel.ramos@utsa.edu 210-458-4817 andrew.goodenough@utsa.edu 210-314-9348	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Alamo Colleges	Education	Texas - TX	Office Furniture and Interiors; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services	Varies	\$210,283	*
Central Pierce Fire and Rescue, Cowlitz County	Government	Washington - WA	Demountable Walls; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services	Varies	\$279,384	*
Orange County FL Health Department	Government	Florida - FL	Administrative Offices, Files & Seating; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services	\$350,635	\$350,635	*
University of Texas San Antonio	Education	Texas - TX	Office Furniture and Interiors; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services	Varies	\$634,072	*
University of Texas Health Science Center at San Antonio (UT Health San Antonio)	Education	Texas - TX	Office Furniture and Interiors; Standard Dealer Services - Design, Specification, Project Management, Installation, Day 2 Services	Varies	\$251,191	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Teknion feels that its field representation is the best in the business. Our direct sales force along with an experienced, professional dealer network provides not only sales expertise but also real customer services throughout the course of our relationship. TEKNION SALES STRUCTURE To the benefit of our customers, Teknion maintains a decentralized organizational structure, placing senior account representatives, operational teams, technical experts, and ancillary support staff in regional field locations. To effectively meet and best serve customer requirements, Teknion has structured its sales force in the same way. This sales model promotes local decision-making, ensures responsiveness, and establishes clear communication lines for our customers. The sales hierarchy in each region, which includes eight geographic regions in the US and five in Canada, includes Regional Vice Presidents, Business Development Managers, and Dealer Business Managers. For more specialized sales needs, Teknion also maintains a unique complement of industry-focused salespeople who service the A&D, Educational, and Government sectors. ACCOUNT MANAGEMENT As Director of Teknion's Public Sector Programs, Steve Hindle will oversee and cultivate the Teknion relationship with Sourcwell and all its participating entities. His

team of five Regional Public Sector Managers, in tandem with Teknion's regionally based Business Development Managers, will serve as main points of contact for projects within their designated region. They will assist in the development of a product and service program specific to each Sourcewell entity and its project objectives. As an added resource, our staff of Dealer Business Managers will serve as the manufacturer liaison to our dealer partners. They will ensure Sourcewell's complete satisfaction with all facets of the customer experience provided by Teknion and our project partners.

Please see the Documents, Additional Document section of the Sourcewell portal for Teknion's current regional sales structure. All are full-time employees of Teknion.

SHOWROOMS

To further enhance our sales experience, Teknion maintains showrooms throughout the US and Canada:

United States

- Mount Laurel, New Jersey (US HQ)
- Boston, Massachusetts
- Chicago, Illinois
- Dallas, Texas
- Los Angeles, California
- New York, New York
- Washington, DC

Canada

- Toronto (Corporate HQ)
- Toronto Collaboration Hub
- Calgary
- Edmonton
- Montreal
- Ottawa
- Vancouver
- Winnipeg

DEALER NETWORK

Whether as the sole consultant or a member of a larger team, the approach of Teknion's dealer network is the same – they listen, consult and problem solve with the constant objective of defining the best product and service arrangements to meet the goals of our customers. Like Teknion, our dealers are recognized for their professional people and services. As specialists in the workplace, our dealer network will be responsive, accountable, and experienced. They are fully committed to ensuring customer satisfaction long after the project has ended.

Throughout the US and Canada, Sourcewell will benefit from our local presence in the community. You gain efficiency from face-to-face communication and access to quick service calls. In addition, our Teknion-certified installation teams bring their expertise to manage your project seamlessly. You can be assured that we will take care of your project implementation, so Sourcewell and its participating entities can focus on running your day-to-day business activities.

Please visit the following web addresses for access to the locations of Teknion's dealer network throughout the US and Canada. Under Dealers, please select a region to begin.

US - <https://www.teknion.com/locations/locations-dealers>

Canada - <https://www.teknion.com/ca/locations/locations-dealers>

Please find additional information about our dealer network and the services they provide in question 27 below.

27	Dealer network or other distribution methods.	Teknion dealers are trained on all aspects of the Teknion product line including, but not limited to, specification, installation, and product application. Our dealer network works closely with Teknion's sales and operations department to ensure that Teknion customers receive a high level of local customer service. Our network of dealers with approximately 250 locations worldwide provides a variety of additional services to its customers. Teknion, through its Service Level Agreement with each dealer, ensures the following services are available, at a minimum: • Process management, including customer meetings, project documentation, management reports, formal punch list procedures, formal warranty process • Product application, layout, and specification, including block plans, space allocation review, furniture plans and typicals, product application strategies, site visits, furniture standards program support, complete project pricing matrices • Order management, including review of specification, electronic ordering, and verification of acknowledgments • Project management, including management of processes, product application and order fulfillment, installation supervision and daily monitoring of project status • Installation and reconfiguration, including coordination of all installation activities, site inspections, field measurements, coordination with Teknion on product shipment, product receipt, inspection and staging, and communication on punch list issues • Product servicing, including warranty service, repair, and preventative maintenance Additional dealer services may include: • Move Management • Warehousing • Asset Management • CAD Support • Development of Furniture Specifications • Project Management
28	Service force.	In addition to the services provided by Teknion's dealer network, Teknion also works in conjunction with its dealers to provide and ensure high-quality installation of its products. Teknion encourages and often requires its dealer network to utilize Teknion-certified installers. TEKNION INSTALLER CERTIFICATION PROGRAM This program provides a comprehensive training program for dealers and installers. To gain certification, participants must attend an intensive five-day training session where they are trained on all aspects regarding the installation of Teknion product lines. Participants learn and are tested on the fundamentals and theory behind each product line. In addition, they are provided with hands-on training on how to properly receive, stage, and install Teknion products. Upon completion of the program, dealers/installers must complete three (3) successful installations which are inspected by the Teknion Installation Training Manager prior to receiving their official certification. Typically, the dealer will maintain ongoing responsibility for the performance of all installation services, including direct field supervision of installation personnel along with the responsibility for the provision of services in adherence to the project schedule. INSTALLER ROLES + RESPONSIBILITIES The following provides a high-level overview of the general roles and responsibilities Teknion expects from its installation partners: • Coordination of installation activities including building access and building protection, elevator/dock usage, security, and provision of required insurance certification documentation • Planning and scheduling of installation with customer/building representatives • Conducting site inspections/field measurements and communicating any discrepancies or deviations from plan • Coordinating with Teknion to determine truck loading, sequencing, delivery scheduling, and manpower. • Oversight of receipt, inspection and staging of products at job site • Communication of shortages, errors, damage and/or defects promptly • Make contingency and replacement plans for missing, incorrect, or damaged products. • Ensure complete compliance with all site conditions, for example, security, health and safety standards. • Conduct pre-installation site visit for site preparedness. • Manage inspections of deliveries for damages/omissions • Oversee punchlist resolutions and follow through to completion. • Conduct daily monitoring of project status. • Communicate and reconcile product discrepancies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Once received, Teknion's Order Entry System (TOPS) tracks orders from the moment of receipt through shipping. There are automated notifications and triggers to ensure that orders are processed within 24-48 hours. Any outstanding holds or questions are immediately reviewed with dealers and an established escalation process ensures prompt resolution. TOPS also validates all pricing parameters against the SQ (Special Quote #) which reflects the terms of the contract. Clean orders are electronically transferred to Teknion's manufacturing facilities which are mainly operated on a Baan ERP system. Once an order is entered, and a ship date is confirmed, the order is visible in TekniOnline, Teknion's comprehensive, state-of-the-art proprietary order tracking application. This allows for viewing and verification of order information such as products, pricing, discounts, and shipping destinations. In addition to detailed order status information, dealers/users will also have access to the following information: General Information • Customer PO Number • Teknion US Billing Number / Teknion Universal Number • Bill-To Account Number and Name • Acknowledgment Print Date and Time • Order Receipt Date • Teknion Special Quote Number (Discount Reference Number) • PO Amount Order Information • Order Information — including shipping address, ship dates, order lines, and discounts • Detailed Order Line Information – including product finishes and options • Shipping Information — including the carrier, tracking, and back-order information • Reports and Documents — including order acknowledgment, packing list, and manifest • Customer-specific Information – including building numbers, floor numbers, contact Shipment Information • Teknion Manufacturing Facility Code • Teknion Shipment Number • Scheduled Ship Date • Ship Status • Net Total • List Total • Bill to Address • Ship to Address • Freight Terms • Call Before Delivery / After Hours Contact Information • Teknion Sales Rep Name • Teknion Customer Service / Project Manager Name • Ship Method • Order / Shipping Notes • Change Order Deadline Submission • Change Order Revision Number Line Items • Sequence Number • Order Quantity • Teknion Product Code, Description, Finishes and Configuration Options • Teknion Manufacturing Facility Code • Tag Number • Unit List Price • Unit Net Price • Extended Net Price • Freight and additional third-party charges Tag Legend • Tag Number • Tag Field Description Change Order Legend • New Line Item • Changed Line Item • Deleted Line Item Please see the Documents, Additional Information section of the Sourcwell portal for an Order Process flow chart.
30	Describe in detail the process and procedure of your customer service	Sourcwell projects will be managed by a local regional team. The main point of contact will be a Teknion Business Development Manager, who will work in

program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

conjunction with a local Teknion authorized dealer to provide account and project services, such as installation and reconfiguration. Customer service issues will be managed by a team of designated customer service representatives operating from Teknion's Mount Laurel, New Jersey Corporate Headquarters. Each team includes a representative from each Operational function including Technical Services, Customer Service, and Service and Claims. A Regional Operations Manager oversees and manages the daily workflow through their specific region. This regional structure allows Teknion to 1) Align with sales, dealers, and Sourcewell entities to enhance our service relationships with all our business partners; 2) Work effectively in teams wherein each employee contributes specific expertise but gains exposure to other related functions; and 3) Manage the continued growth in our business and continually provide superior customer service.

Teknion assigns customer issues into three categories, as follows:

- Pre-Order: The Teknion Pre-order team is available to assist dealers with questions and issues involving product lead times, availability of materials, shipping lead times, production, and delivery planning. This team provides the most current information possible to plan efficient projects. Each issue is logged into a database and assigned a "Call Tracking" ticket number. All communications regarding this issue are saved within this ticket for future reference. Our Pre-order team communicates with all levels of our organization to research the information required to satisfy the request.
- Customer Service: Our staff of Customer Service Representatives work with our dealers in scheduling deliveries, correcting orders, and providing any information required regarding orders that are in-house and being manufactured.
- Service and Claims: Teknion has a staff of seasoned employees in the Service and Claims department, where claims are thoroughly investigated for the root cause, corrective action, and timely resolution. LEAN processes are in place to maintain our processing goals. Our intention is to resolve any issues that may arise prior to the completion of installation.

KPI (KEY PERFORMANCE INDICATORS)

It has been Teknion's experience that outlining Key Performance Indicators is essential in delivering a successful project. We have found that the following KPI's are critical when measuring and monitoring performance. Teknion will work with Sourcewell and its participating entities to create agreed-upon service levels which will be used as a baseline for the KPI's. The following are some examples of Teknion's recommended KPI's.

KPI #1 – RESPONSE TIMES

1. Customer Request Response Time: The length of time to address/acknowledge a customer's request with a reference number and action step. This will identify the time it takes to action a request. This timeline is crucial in the long term as it will help identify any redundancies or gaps that prevent requests from being actioned immediately. As an example, the time between the requesting of an order, and the acknowledgement of same.
2. Time to Process by Request Type: Sourcewell requests will be classified by type and lead time. The types of requests Teknion has identified are Moves/Adds/Changes, New Orders, One-Time and Project Requests, Used Furniture, General Service, and Warranty. Because there are different tasks involved in completing each request, a specific processing lead time will be identified. This will include monitoring any quote process if required.

KPI #2 – LEAD TIMES

Manufacturer lead-time and installation lead-time are to be considered two distinct KPI's. By separating the two, Teknion will be able to review data by function. It will help Teknion pinpoint any challenges with the services that may appear throughout the contract and work on resolution quickly.

1. Manufacturer Lead Time: This will be measured by looking at the time the Super Regional Dealer places an order with the Manufacturer and the Scheduled Delivery date from the Manufacturer.
2. Installation Lead Time: Teknion will monitor the service providers on installation scheduling and completion. Teknion will verify if installations are occurring as per the scheduled installation.

KPI #3 – DEFICIENCIES

		Deficiency resolution is important to Teknion as well as the customer. The ability to clean up any discrepancies or deficiencies from projects will be monitored and reported. Both frequency and time to resolution of deficiencies will be monitored and, if necessary, corrective actions recommended and monitored as may be required. WARRANTY CLAIMS Typically, warranty claims are handled through Teknion's dealer(s). The customer reports the problem to the dealer, and the dealer in turn has access to the Teknion Claims Portal. Here, dealers can submit claims, communicate directly with the product experts addressing the claim, and obtain real-time claims status. Such claims usually are resolved within one week. For more significant warranty issues, dealers can access the Teknion Corporate Claims Team, which is dedicated to ensuring a positive claim experience. This highly experienced team assists with coordinating the necessary resources to resolve even the most difficult issues. While Teknion strives to eliminate claims, when they do occur, we are committed to making the end user whole, as quickly as possible, and allowing for normal business operations to continue in the interim.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Over the past five years, Teknion has successfully demonstrated not only our willingness but also our ability to provide our products and services to Sourcewell and its participating entities within the United States and Canada. Since our inception in 1981, Teknion has attained a strong global presence with strategic partnerships and alliances worldwide. We have offices and showrooms in major cities around the world, supported by a knowledgeable internal sales organization and an authorized network of dealers. We are well-positioned to address multinational needs on both a regional and global basis.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Please see our response to Question 31 above.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Teknion has been and remains fully capable and committed to serving Sourcewell and its participating entities throughout the United States and Canada. We look forward to further demonstrating what working with Teknion and our dealer partners will do for you.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Teknion will offer and promote an awarded contract to all Sourcewell participating entities including Government, Education, and Non-Profit segments without limitation.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. Any incremental cost to ship the product to Alaska and Hawaii will be invoiced to the Member.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon award, Steve Hindle, Teknion's Director of Public Sector Programs, and Sourcewell's primary point of contact will issue a statement announcing our continued partnership with Sourcewell to all Teknion sales personnel. The following key points of the Teknion/Sourcewell partnership will be shared: • Significant upfront savings and efficiencies (eliminates the need for bidding) • Competitively awarded agreements allow for easy and immediate access • Agreements meet agency "piggy-backing" requirements • Aggregating spend results in increased savings • Public agency resources are freed to pursue other strategic initiatives Shortly thereafter, Teknion Regional sales teams will assemble for a Contract Kick-off Meeting to facilitate the team working through a planned agenda that includes: • Identification of contract objectives/terms/conditions, critical dates, obstacles and factors for success • Clarifications of Sourcewell's expectations • Establishment of a uniform understanding of scope, scale, and schedule • Clarification of team roles Overall, this training will afford Sourcewell and its partner agencies confidence in Teknion's ability to successfully manage this contract throughout the US. Please see the Documents section of the Sourcewell portal for a sample of the Teknion – Sourcewell Partnership flyer.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The technologies we use to interact with our customers, dealers, and sales team are designed to maximize the productivity of the user on demand. The following technologies digitally service our customers, dealers, and sales team: • Corporate Website: www.teknion.com • Facebook: www.facebook.com/Teknion • Twitter: twitter.com/teknion • LinkedIn: www.linkedin.com/company/teknion • You Tube: www.youtube.com/Teknion
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Teknion would expect Sourcewell to market and promote Teknion as an accepted Vendor under the furniture category to all applicable Sourcewell members and agencies. This would include visibility and accessibility to the Teknion contract via Sourcewell's direct website and any other sites and methods Sourcewell uses in these circumstances such as Minneapolis Star Tribune and other third-party advertisers deemed appropriate by Sourcewell.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Teknion's e-commerce capabilities provide real-time, 24/7 access to products and information via the Internet Teknion's e-commerce solution allows our customers to quickly view, specify, and procure furniture on the Internet using our "visual" product catalog, self-service product configuration, automated quote generation and online ordering features. Recognizing that our customers require e-commerce sites that are specialized around their unique furniture standards, Teknion's online product catalogs can be easily tailored to fit their needs. Customer-specific catalogs contain only those products and options approved by the customer, including customer-specific pricing for products and associated options. The catalog authentication manager uses a multi-level, discretionary access control system to determine which catalog a user is entitled to browse, what information the user should see, and the customer-specific pricing. These custom catalogs ensure our customers' purchases are always "on contract," and help communicate their standards programs to outside consultants. For companies using e-procurement systems from suppliers such as Ariba, Commerce One, and Oracle Exchange, Teknion can integrate their "buyer" applications with the custom catalogs. Using these online catalogs, Teknion's customers have access to full-featured product specification and selection tools. Once a customer has selected items, an automatically generated quote can be routed through the established requisition and approval process. The resulting purchase order is then routed for order fulfillment. Teknion's online custom catalogs allow customers to choose products easily, expedite the order process, reduce order errors, and eliminate rogue purchases, saving customers both time and money. SYSTEMS FEATURES: CATALOGS Teknion's online catalog structure allows a buyer to browse through a defined product taxonomy and view specific product details, including features, options, descriptions, PDFs,

		and images. SYSTEMS FEATURES: SEARCH Teknion realizes that customers purchasing highly variable products need more than one way to narrow their options and specify items. The catalog's search capabilities provide a built-in guided selling tool, leading customers to the products they need. These search capabilities include: • Searching by product description, name, item number, options and features, and feature comparisons • Keyword searches through product documentation Systems Features: Visual Configuration Interactive online visualization, including detailed drawings and realistic 3D models, is the most efficient and effective way to present highly variable products to customers. Customers "visually configure" products by interactively selecting different pre-selected finishes, colors, sizes, and other options, and then instantly seeing the results. Customers can rotate, tilt, and magnify product images to closely examine a product from all angles. The visual configuration also facilitates product familiarity. Options that the customer would not otherwise know about are presented both textually and visually, e.g., buyers can be presented with ergonomic and storage options while viewing the catalog of their company's standard workstation configurations. SYSTEM FEATURES: SALES The sales feature provides the ability to accept and route various purchase order formats into Teknion's order entry system. Included is a powerful shopping cart function. Features include: • Users can save custom product configurations and commonly purchased items to an online "favorites" folder in order to easily select these items in future catalog visits. • Shopping carts can be saved between sessions, allowing the customer to stop and return at a later time to finish orders. • Multiple shopping carts can be simultaneously used and saved, allowing customers working on multiple projects to segregate their cart contents. • Shopping carts can be e-mailed to co-workers and other individuals for collaboration. Orders can be sent via e-mail in a number of formats, including XML, cXML, CDF, and SIF. Bill-of-materials files are automatically generated from the customer's selections. SYSTEMS FEATURES: E-PROCUREMENT CONNECTOR For customers using e-procurement systems, "punch out" sessions can be implemented from their "buyer" application to a customer-specific catalog containing their unique products, options, finishes, and pricing. Once customers have selected their furniture, the quote for the selected items is routed through their established requisition and approval process. The resulting purchase order and BOM/SIF file attachments are sent back to Teknion for order fulfillment. Features Include: • The E-procurement application's username and password credentials are used to provide a single session sign-on. • Authorizations established by the e-procurement application for order creation, editing, and inspection are enforced. • E-procurement systems from Ariba, Oracle Exchange, and Commerce One are supported. The complete Ariba Purchase Order specification is implemented, including separate sessions for order creation, editing, and inspection.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Teknion offers complete installation/maintenance training sessions, specific to applicable product lines. Additionally, Teknion can conduct end-user training to demonstrate the adjustability features of new furniture and how to make small changes. This may include Height Adjustable Table Adjustments and Training, Chair Adjustments and Training, Keyboard Adjustments and Training, and Element Removal and Replacement.	*

41	Describe any technological advances that your proposed products or services offer.	Today's technology-intensive environments demand intelligent wire management and effective distribution of power and data to workers, who may work anytime and anywhere within a workspace. For workstations, benching, office suite and meeting room solutions, Teknion has developed advanced electrical systems designed to provide easy access – 'plug 'n play' connectivity for all types of workers. We also recognize that lounges, cafes, private rooms, and ancillary spaces require simple solutions for connectivity and information sharing among work teams who come together and then dissolve into solo work zones. At Teknion, it is for these reasons that it is imperative that the products we design are developed with the forethought of how they will integrate with the current technology of today and the vision of tomorrow. As such, we continually explore and evaluate how the evolution of workspace and workstyles is supported through access to technology for all types of workers and we have partnered with prestigious technology firms to develop new ideas of integrating furniture and technology; to provide a more flexible basis for today's needs and future potential. The latest additions to our already technology-driven solutions include: CASUAL POWER POST The Casual Power Post is about bringing convenience charging to new locations of work that extend beyond one's traditional desk. As work mobility is increasingly prioritized, the Casual Power Post provides workstation expectations in non-workstation settings. The Casual Power Post offers two height options - 35" for task-oriented spaces, and 17.5" for lounge areas. Each height offers four standard configurations, with standard 18W or high-capacity 60W USB-C options. UNTETHERED In March 2023, Teknion announced the launch of Untethered, a product portfolio of mobile work tools equipped with battery packs to power your phone, laptop, and mobile TV cart throughout an entire workday. While pulling power from the active battery, the backup packs charge simultaneously and are ready for use when needed. Cobalt-free and UL Certified, the Untethered battery is non-toxic if punctured and can be deconstructed at the end of its life cycle for reuse. The Untethered Mobile Charging Cart and Untethered Desktop Battery Charger make charging fast and easy. Recharge up to 3 or 6 Untethered batteries to full power capabilities simultaneously and in a matter of two to three hours. The Untethered Mobile Charging Cart draws up to 250W at 120 VAC per three Charging Bays and supports being plugged into a North American 120V wall outlet without worrying about overage with a maximum of 12 batteries per single circuit. With Untethered, you can bring power with you in two ways—on its own using the Untethered Mobile Power Post or mounted to movable furniture with the Untethered Furniture Adapter. Both tools translate power from an Untethered battery into ready-to-use, 1 AC outlet, 1 USB-A, and USB-C format.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	From the beginning, Teknion has moved forward along a path to environmental and social performance. Embedded in our culture, sustainable principles as a tenet of good design, guide the way we do business and govern our conduct every day, even in challenging times. Everyone at Teknion, from the plant floor through to our executive leadership, is empowered to contribute to corporate responsibility at Teknion. We are proud to have served as a strategic partner in helping customers create healthy workspaces that drive productivity, along with LEED and WELL certification. TEKNION PROGRAMS • Design for the Environment (DfE): First implemented in 2005, these 11 guidelines that cover a holistic view of the design process remain the driving foundation for product development, through material selections and manufacturing processes. Modeled from the Environmental Protection Agency, the following are Teknion's DfE guidelines: 1. Work with manufacturing and product engineering to utilize our integrated design process for the reduction of waste in all forms. Managed through ISO 14001. 2. Maximize the use of materials with high recycled content or the ability to be recycled. 3. Maximize product design to enable rapid disassembly to the base material recycling stream. Where plastics have been used provide appropriate labels by material type for recycling. 4. Maximize the use of renewable materials. 5. Eliminate the use of toxic materials as listed by IARC (International Agency for Research on Cancer). 6. Provide or incorporate bio-based alternatives within product structure or substrate. 7. Provide sustainable wood-based alternatives as substrates or veneers that meet FSC

standards.

8. Design products for extended life reuse, incorporating the ability to upgrade finishes and configure or reconfigure with modular components into a new useable form. Provide instructions for end-of-life management of products.

9. Ensure product meets as defined by SCS Indoor Advantage low-emission test standards.

10. Design for Durability/Reliability, ensuring products are designed and manufactured to provide a long, useful life and allow for repeated service.

11. At product launch provide all relevant attributes to show the product's environmental specifications.

- Divert: The Teknion Divert program is a turnkey service that provides the people and expertise to help our customers divert furniture and other assets they no longer need from landfills by providing them with the opportunity to sell, donate, and/or recycle them.

Divert was established to help achieve Teknion's and our clients' goal of zero waste. Transparent and traceable, this program ensures our clients garner maximum financial and social benefit with minimum environmental impact to themselves and the communities in which they operate. We accept a wide range of projects and will take furniture and other assets from any manufacturer, even if you are not buying Teknion moving forward.

Divert by the numbers (through July 2023):

- Projects: 547
- Diverted from Landfill: 9,302 tonnes
- Recycled: 4,892 tonnes
- Donated: 1,596 tonnes
- Supported: 206 nonprofits
- Resold: 2,091 tonnes
- Relocated: 723 tonnes
- CO2 Avoided: 27,337 tonnes

For more information on Divert, please visit <https://www.teknion.com/about/divert-us>.

- Green Impact Program: Our Toronto facilities have challenged themselves to ensure that at least 10% of cost-saving targets are derived from "green" initiatives such as energy and resource usage, logistics, sustainable energy sources, recycling efforts and packaging. Ideas are generated from cross-functional teams within each plant and shared peer-to-peer to ensure good ideas are implemented and then extended across all facilities.

THIRD-PARTY CERTIFICATIONS

- BIFMA e3 Level: Level provides our customers with third-party evaluation and certification that delivers an open and holistic means of evaluating and communicating the environmental and social impacts of furniture products in the built environment:
 - e3 Furniture Sustainability Standard (furniture upgraded from 2014 to most recent 2019 standard); all products, except for some seating, meet e3 – the highest level.

- Carbon Disclosure Project (CDP): As our sustainability efforts mature, as an organization we want to expand our focus beyond viewing our reduction efforts only through the lens of ISO 14001 metrics, to also consider how we reduce our absolute carbon across the organization. We engage the CDP to provide third-party reporting that measures, discloses, manages, and shares environmental information, to further our accountability and transparency across Scope 1, 2, and 3 emissions.

- Declare + LBC Red List: We use Declare as a platform to transparently disclose our products' composition including potentially harmful materials as noted on the LBC Red List:
 - 70+ products are Red List Free
 - 10 Declare labels with 100% ingredient transparency, inclusive of our supply chain.
 - 100% of all standard powder coat paints meet the Red List Free Criteria

- Environmental Product Declarations (EPD): We create EPDs to report and communicate what our products are made of and how they impact the environment across their entire life cycle:
 - 10 available EPDs including architectural systems, major Systems and Casegoods like Zones and Expansion Casegoods.

- Forest Stewardship Council (FSC): Using FSC-certified wood assures our customers that forestry is managed in an environmentally responsible and socially beneficial manner.
 - 90%+ of our wood is FSC certified as standard, and 100% of Studio TK's wood is FSC certified all the way through the process – unique within the upholstery community.

- ISO 14001: Teknion's commitment to an environmental policy is formalized under ISO14001 EMS (Environmental Management System). Our corporate-wide program allows us to comply with environmental legislation in the U.S., Canada, and abroad, and institute a best practices approach in both manufacturing and administrative areas. Through ISO 14001, Teknion has been able to reduce environmental impacts within our manufacturing

		processes by minimizing our water, electricity, and natural gas usage and waste production. From 2010 to 2021, we have saved: – 71,405,451 kwh of electricity – enough to power 7,140 homes for a year. – 8,364,366 m3 of natural gas – enough to heat 4,402 homes for a year. – 485,775 L of propane – enough to heat 255 homes for a year. – 309,473 m3 of water saved – enough to fill 123 Olympic-sized pools. – 55,436 tonnes of GHG saved – enough to remove 11,087 cars from the road for a year. – 90% of our waste diverted. – 45% overall reduction in absolute GHG emission – 68% reduction Scope 2 absolute GHG emissions • JUST Label: Just is a program administered by the International Living Future Institute (ILFI). Like ILFI's Declare ingredient label, it provides a transparent, publishable scorecard of our efforts across six key categories. Measuring how we are doing and where we need to improve, JUST provides an additional layer of learning through ILFI, with whom we have a ten-year-plus relationship. Just is supported and recognized throughout well-established building standards like LEED and WELL. • Mindful Materials (mM): We continue to actively contribute to the mM product database, to foster transparency and enable customers, design teams, and end-users to easily find environmental data and metrics on our products. – Includes 70 Teknion products, 37 StudioTK products, and 89 Luum textiles. • Science Based Target Initiative (SBTi): The best way to minimize our carbon footprint is not to create emissions in the first place. We are focusing on reformative actions on the factory floor to lower our absolute emissions in context of Scope One (direct) and Scope Two (indirect) emissions. Additionally, we are researching opportunities to lower our Scope Three (indirect) emissions. We have committed to formalizing our science-based carbon reduction targets with the Science Based Targets initiative and to focus on meeting these objectives without the use of carbon offsets. • SCS Indoor Advantage: We certify products for low VOC emissions with SCS Indoor Advantage, a transparent indoor air quality (IAQ) standard for furniture and building materials. We chose this certification because it aligns with the greatest number of built environment sustainability standards. – 100% of Teknion's Wood Veneer finished furniture products (Systems, Casegoods, Tables, Storage) are SCS Indoor Advantage Gold certified to meet the more stringent VOC emissions standard recognized by LEED and WELL. • Toxnot: We use the Toxnot database internally to assess the chemical ingredients used in our products and facilitate various transparency reports like Declare or Healthy Product Declarations (HPD's) – Includes 300+ Products and 250+ Materials. • WELL Building Standard: The WELL Building Standard is the first building standard to focus on the health and wellness of building occupants. Developed by Delos and managed by the International WELL Building Institute, WELL was designed using evidence-based medical and scientific research to create a built environment that better supports human health and wellbeing. Teknion is proud to be the first furniture manufacturer in the world to have not only the first but now eight WELL-certified showrooms. For further information on Teknion's sustainability initiatives and the programs guiding our efforts, please see the Documents, Additional Document section of the Sourcewell portal for Teknion's Impact Report 3.0.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Teknion's third-party environmental certifications include: • BIFMA e3 – Environmental and Sustainability Standard Certification • SCS Indoor Advantage Certification (Products) • FSC – Forest Stewardship Council Certification • Declare • Forest Stewardship Council (FSC) • Environmental Product Declaration (EPD)

44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	Teknion participates or holds certifications in the following: Quality Certifications/Programs • ISO 9001 –International Standard for Quality Management Systems Environmental Certifications/Programs • BIFMA level • California Department of Public Health (CDPH) • Carbon Disclosure Project (CDP) • Declare • Environmental Product Declaration (EPD) • Forest Stewardship Council (FSC) • IWBI – WELL: Teknion was the first furniture manufacturer in the world to have not only the first but now eight WELL certified showrooms. • IWBI - WELL HSR Health Safety Rating (All Teknion showrooms) • IWBI - WELL at Scale (Teknion's Entire Global Portfolio) • ISO 14001 • JUST Label • LEED • Living Building Challenge (LBC) • Life Cycle Assessment (LCA) • Red List • SCS Indoor Advantage. • SBTi - Science Based Target Initiatives • USGBC – U.S. Green Building Council • CaGBC- Canadian Green Building Council Health and Safety • OHSAS 18001- Occupational Health and Safety Other • ANSI/BIFMA Furniture Certification Program • CGSB – Canadian Government Standard for Testing • CSA – Canadian Electrical Standard • ICC – International Council Code (Architectural Product Certification) • UL – American Electrical Standard
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Because Teknion's production facilities are not located within the United States and because of the degree of vertical integration within the Teknion corporate group, there are limited opportunities in the production facilities to outsource manufacturing processes to diverse suppliers. We do work to meet these requirements within the United States, however, by subcontracting design/specification, project management, installation, and similar services to diverse suppliers, primarily Teknion's authorized dealers, which are WBE, MBE, VOSB, SDVOSB, and Hub Zone entities. Teknion's Supplier Diversity/Small Business Initiative promotes an inclusive business environment for the benefit of the company and our customers. We work with the following business concerns to develop innovative, cost-effective solutions that fuel our mutual growth: • Small businesses • Small disadvantaged businesses • Small woman-owned businesses • Historically Underutilized Business (HUB) Zone businesses • Veteran-owned small businesses • Service-disabled Veteran-owned small businesses • Certified woman-owned businesses • Certified minority-owned businesses A sampling of our Dealer certificates has been provided in the Documents section of the Sourcewell portal. Additional certificates available upon request.

46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	VERTICAL INTEGRATION The one unique attribute that really sets Teknion apart in the industry is that we still make things. Teknion is a vertically integrated company where 90% of the supply chain is under Teknion's ownership. This approach provides Teknion with a high degree of control over the manufacturing of its products allowing shorter lead times, the ability to quickly increase production volumes when needed, and enables us to customize our products to suit the specific needs of our customers. Throughout the manufacturing process, Teknion invests in new technology to supply a wide variety of products using a manageable manufacturing base. It also allows Teknion to manage cost, quality, and inventory levels to a much greater degree than if Teknion employed a third-party manufacturer. In addition to the above, Teknion also feels that these additional unique qualities differentiate us from our competitors: • Integrated Product Portfolio – At Teknion, we understand that furniture is a substantial investment for any company. For this reason, we are committed to developing products that are universal in nature, can be changed easily, and are cost-effective thereby reducing overall expenditure. Teknion designs and manufactures practical, adjustable, multiple-use products where the cost of experimentation is minimal, while change and future adaptability are easy. Our products are designed to integrate with each other and be “backward compatible” with the vast majority of legacy products – a philosophy we will continue to maintain long into the future. Adjustments others call “specials” are just the way we work. • Commitment to Customer Satisfaction – Since Teknion's entry into the market in the early 1980s, our approach to satisfying customer requirements has separated us from our competitors. In partnership with our dealers, Teknion has fashioned an organization that responds quickly to the needs of individual customers. From the development of special products to punch-list management, Teknion's mandate has always been to consider each customer a future reference for Teknion and our dealers. We are approachable human beings with a genuine can-do, will-do attitude, dedicated to ensuring you get the products and services you need just when you need them. We truly want to do a better job. • Availability – Teknion's senior management team has always taken an active role in measuring success with every customer. As we have taken an active role in marketing our products, we are also available to our customers throughout the entire buying process. Teknion customers can speak with anyone in the organization for any reason. Our customers have the assurance that our entire organization is involved in measuring our performance and that senior management will be available to resolve any issue that becomes important to a Teknion customer. • Representation – Teknion feels that its field representation is the best in the business. Our direct sales force along with an experienced, professional dealer network provides not only sales expertise, but also real customer services throughout the course of our customer relationships. In addition to the every day, on-site services that our dealers provide, we count on our employees to be actively involved in making sure that our team is performing to the best of its ability. • Attitude – We at Teknion have always considered ourselves fortunate to be chosen as a supplier to companies like Sourcewell. We take this responsibility seriously and never take our success for granted. We believe that our customers are the reason for our success.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	Teknion warranties cover the parts/equipment as well as labor needed to properly rectify a warranty-related issue.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any applicable restrictions or other limitations are outlined within our warranty. Please see the Documents, Warranty Information section of the Sourcewell portal for Teknion's full Limited Lifetime, Architectural Interiors, and Studio TK warranties.	*

49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Teknion warranties cover those expenses associated with the performance of warranty repairs.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	LOCAL SERVICE Teknion remains steadfast in our ability to service all Sourcewell participating entities throughout the United States and Canada. In conjunction with our authorized dealer network, Teknion has structured our service model to be scalable, adaptable, and responsive to your local needs, not the other way around. In implementing this type of model, you experience consistent service regardless of project size or location. Our service model will be geared to suit your preferences and requirements. Being where you are allows us to serve you better. Our local presence puts us in the valuable position of being familiar with not only the community but also with the local businesses, buildings, project sites, and regulations. This familiarity enables us to streamline the delivery process, provide quicker response times, and provide an overall higher level of personalized customer service. Local presence provides you with an immediate response throughout your project implementation. WARRANTY CLAIMS Typically, warranty claims are handled through Teknion's dealer(s). The customer reports the problem to the dealer, and the dealer in turn has access to the Teknion Claims Portal. Here, dealers can submit claims, communicate directly with the product experts addressing the claim, and obtain real-time claims status. Such claims usually are resolved within one week. For more significant warranty issues, dealers can access the Teknion Corporate Claims Team which is dedicated to ensuring a positive claim experience. This highly experienced team assists with coordinating the necessary resources to resolve even the most difficult issues. While Teknion strives to eliminate claims, when they do occur, we are committed to making the end user whole, as quickly as possible, and allowing for normal business operations to continue in the interim.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Teknion still makes things. As such, all products proposed herein are thereby covered by Teknion warranties. As the industry shifts towards outsourcing, we continue to bring expertise in-house. We make 90% of what we sell. The outsourced partners that represent the remaining 10% are held to the same manufacturing standards that we impose upon ourselves. Teknion's true vertical integration gives Teknion the ability to control our global supply chain and every element of production — to manage quality and costs, provide custom designs, and offer flexibility around how orders are organized and delivered. As such, the products proposed herein are thereby covered by Teknion warranties.	*
52	What are your proposed exchange and return programs and policies?	No returns of products will be accepted without Teknion's prior written consent. Should a customer wish to return any standard Teknion product, the customer must request a Return Goods Authorization ("RGA") form from Teknion. Teknion reserves the right to approve and/or deny RGAs at its sole discretion. All such approved returns must be shipped freight prepaid unless otherwise indicated by Teknion, and standard items may be subject to a restocking charge. Worksurfaces, panels, elements, all upholstery items, and special products are the property of the customer and cannot be returned under any circumstances. Other standard items already in production are subject to a cancellation charge, to be determined at the sole discretion of Teknion. Returned products will only be accepted if received by Teknion in the condition in which they left the factory. Credit will be issued only after inspection of returned products. Damaged products will be refused and returned to the shipper.	*

53	Describe any service contract options for the items included in your proposal.	Unique to Teknion and our authorized dealer network, is our strong commitment to customer satisfaction long after the project has ended. Because required services vary from customer to customer, and project to project, Teknion and our dealer partner(s) will work with the Sourcewell entity to develop and design a service template to tailor all services to the entities' specific needs. Items may include, and not be limited to items such as response times, frequency of site visits, and costs for maintenance and support items. All agreements commit to professional service levels to ensure our products are installed and function properly. Available by request or as part of a long-term service contract, services include, but may not be limited to the following: • Panel cleaning • Panel Alignment • Minor repairs • General services	*
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Teknion's standard payment terms are Net 30. Our accepted payment methods include ACH and payment by check. We will also accept credit card payments for transactions up to \$5,000.00.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Teknion can provide leasing options to these entities if requested.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Teknion assumes that the end customer's transaction forms will be utilized as under the current contract.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Teknion will accept P-card procurement for transactions up to \$5,000 at no additional cost to the Sourcewell participating entity.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Teknion is offering a pricing model that prescribes a discount off the list pricing set forth in Teknion's published Price and Product Guides. Generally, each product line has its own Price and Product Guide and is subject to a specific discount although several product lines share the same discount (e.g., District, Leverage, and upStage). This model is Teknion's standard pricing methodology both for commercial and public sector customers. Due to the number of product lines offered as part of our proposal, the number of product codes within each line, combined with the number of size variations and finish options, Teknion is not able to provide a SKU for each item in Excel format. Additionally, we were not able to upload our Price and Product guides due to the file size limitations. As such, we have provided a link to the Price and Product Guide (PPG) for each line being offered as part of our proposal. Please see the Documents, Additional Documents section of this portal for those links.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As set forth in our response above, each Teknion product line receives its own discount off published list price, although several product lines share the same discount. Please see the Documents, Pricing section of the Sourcewell portal for Teknion's proposed discount structure.	*

60	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to our response to Table 12, Pricing offered for Teknion's discount structure, which includes volume discounts.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are not manufactured by Teknion, Teknion would purchase and resell such items to the Member at Teknion's cost plus a 5% markup.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Teknion's Total Cost of Acquisition does not provide for delivery or set-up activities beyond the Sourcewell Member's dock. Inside delivery and installation costs will be quoted on a per project basis.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries within the Continental United States, Teknion utilizes a fleet of contract trucking carriers that deliver our products via standard ground freight. In Canada, freight is included to all Urban Centers. For locations 200km outside of urban centers, freight costs will be quoted on a project-by-project basis.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Teknion will bear the cost of freight for all shipments into the Continental United States and Canada. For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. Any incremental cost to ship the product to Alaska and Hawaii will be invoiced to the Member.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Within North America, Teknion utilizes a fleet of contract trucking carriers that meet Teknion's stringent equipment requirements. Teknion's method of shipping depends on the plant location, destination, timing, and variable conditions (weather, road closure, strikes etc.). Shipments traveling by truck are categorized into truckload (TL) and less than truckload (LTL). Truckload (TL) shipments consist of a full truck and offer more precise appointment date, time, and final destination. Less than truckload shipments (LTL) are combined with other orders to ensure that full truckloads are created, thus having a positive impact on the environment in reducing the quantity of gas used and reducing emissions. Teknion will also leverage rail transportation for large projects that follow a more consistent schedule.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Teknion prides itself on achieving the highest standards with regard to customer satisfaction. Alignment with customer expectations becomes the fundamental metric by which we judge our collective success. PRICING Teknion utilizes Salesforce.com as its primary customer relationship management (CRM) tool. Accounts are created in Salesforce for new customers and all associated contractual pricing information including discounts, list pricing parameters, additional incentives, and more is entered into a customer-specific Special Quotation (SQ) and assigned a unique SQ number. Upon initial creation of the SQ, and following any revisions, an SQ Notice containing the pertinent contractual pricing information is systematically emailed to the Teknion Regional Vice President, and Business Development Manager, as well as to each Teknion dealer assigned to the project. TRACKING & REPORTING The development of Key Performance Indicators (KPIs) is an important exercise that supports our customers' business cases, project goals, and parameters (metrics). The establishment of KPIs is critical for the program's success and will also provide direction for the extended project team. These metrics will serve as a measure of success during project and performance evaluations. To further ensure compliance with the terms of the contract and its pricing Teknion will work with Sourcewell to develop reporting that is mutually agreed on, obtainable, and sustainable. The following are examples of the Sourcewell-specific reports Teknion can provide on a monthly or quarterly basis as requested by Sourcewell and its participating entities. • Purchase Detail Report: This report will outline purchases by product category (systems, casegoods, seating, storage etc.) as well as corresponding list and net values for these items. • Purchase Summary Report: This report will outline specific list and net purchases according to product line. • Order Category Report: This report will detail the number of orders placed for each category (systems, casegoods, seating, storage etc.) by product line. • Order Summary Report: This report will outline the average order value by product line. • Order Detail Report: This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports: Steve Hindle, Director, Teknion Public Sector Programs will work closely with Sourcewell to develop customized reports to achieve management reporting goals.
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68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Teknion's real interest in down-to-earth problem-solving has resulted in strong alliances with our customers. As part of our account management methodology, in addition to the established Key Performance Indicators, Teknion will utilize the following tools to ensure our success with Sourcewell and its participating entities: • Annual Commitment Meeting – This meeting will serve to identify key individuals from each organization, as well as identify the specific goals and commitments for these individuals and how they relate to the success of the Teknion/Sourcewell relationship. • Quality Performance Audit – Teknion will rely on professionally developed audit surveys to measure customer satisfaction and identify areas of improvement. These surveys, designed to be conducted during initial installation, and then semi-annually thereafter, will develop the cornerstone for Sourcewell's product and service issue expectations. • Quarterly Account Review Meeting – Teknion will conduct ongoing reviews every three months to identify degrees of satisfaction, and if necessary, to document formal corrective action plans. These comprehensive work sessions will involve formal and/or informal discussions and presentations to assess performance on product and service benchmarks.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Teknion proposes an administrative fee equal to 2% as described above.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	People and partnerships are keywords at Teknion. We take seriously our responsibility to our customers and to the millions of people who work within the office environments that Teknion has helped to create. It is our goal to develop mutually rewarding partnerships with our customers and to serve the people who use our products. PRODUCT Teknion understands that furniture is a substantial investment for any organization and for this reason, we are committed to developing products that are universal in nature, can be changed easily, and are cost-effective thereby reducing overall expenditures. Integrated Design Our products are designed to support the latest thinking in workplace design. We have defined our products as intelligent, simple, and able. Our diverse, yet integrated product line performs independently and in concert, combining in virtually unlimited configurations that fit new workplace needs as they emerge. To provide you with a 'future-proof' solution, we integrate the best choice products from our portfolio. In addition, we leverage our customization capabilities to address user-specific requirements. This ensures your furniture assets provide a long-term investment return for your organization - without risk. Ease of Change / Reconfiguration Teknion products have been fundamentally designed to minimize the total cost of ownership while maintaining simplicity in design. Teknion products enable customers to make gradual changes or radically transform their work environments. Teknion designs and manufactures practical, adjustable, multiple-use products where the cost of experimentation is minimal, while change and future adaptability are easy. Our products are designed to integrate with each other and be "backward compatible" with most of our legacy products – a philosophy we will continue to maintain long into the future.

		Please see the Documents, Additional Documents section of the Sourcewell portal for introductions to the products proposed herein. SERVICES Teknion delivers on long-term business relationships and one-to-one service. Together with our extensive dealer network, Teknion provides a full range of facilities services for customers. A summary of available services is listed below. Order Management Services • Product specification and pricing • Order processing and tracking • Order delivery planning and phasing Installation Services • Delivery and receiving of goods • Staging • Install and quality acceptance of install Move Management • Reconfigurations – small moves, adds, and changes • Move planning for live sites to minimize disruption • Moves – floor-to-floor and site-to-site, tear-down and rebuild • Post-project maintenance & day-to-day facilities care • Add-on or change-out to furniture Cost Quotations • Parts and service for warranty work Express Ship Furniture Programs CAD Drawing Services • Furniture Standards Development Ergonomic Evaluations • Assessment and recommendations • End-user training for new products Asset Management • Warehousing • Inventory programs After Market Furniture Services • Used furniture procurement or trades • Inventory disposition and recycling Leasing Programs	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Teknion's manufacturing program can be viewed simply as grouped within the major product categories, (i) desking systems; (ii) panel systems; (iii) wood and laminate casegoods; (iv) storage including pedestals, lateral files, storage cabinets, towers, and lockers; (v) tables including work, height-adjustable, boardroom and meeting, classroom and training, and occasional and casual tables; (vi) seating products including executive, task, guest, general use and soft/lounge; (vii) ergonomic and workplace accessories including keyboard trays, monitor arms, lighting, freestanding screens, electrical, and organization tools; and (ix) full-height architectural demountable wall systems.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*

73	Chairs	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*
74	Tables	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*
75	Modular and demountable walls	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*
76	Cubicles	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*
77	Patio or outdoor	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*
78	Seating (benches, fixed stools, ottomans, integrated power systems)	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*
79	Casegoods	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*
80	Residential hall furnishings	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*
81	Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and	☒ Yes ☐ No	Teknion offers these types of services and all will be quoted at the time of service.	*
82	Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.	☒ Yes ☐ No	Please see the Documents, Additional Document section of the Sourcewell portal for an in-depth look at the Teknion product(s) being offered to meet the requirements of this category.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Teknion Table 12_Pricing Offered .xlsx - Wednesday September 13, 2023 22:10:39
 - [Financial Strength and Stability](#) - Teknion KPMG Letter FY 2022.pdf - Tuesday September 12, 2023 12:48:43
 - [Marketing Plan/Samples](#) - Teknion - Sourcewell Marketing Flyer 2024.pdf - Wednesday September 13, 2023 12:52:57
 - [WMBE/MBE/SBE or Related Certificates](#) - Teknion Dealer WMBE-MBE-SBE Related Certificates.pdf - Wednesday September 13, 2023 19:53:12
 - [Warranty Information](#) - Teknion Warranties.pdf - Wednesday August 23, 2023 19:52:34
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - Teknion_RFP_091423_Furniture_Contract_Template.docx - Wednesday August 23, 2023 20:00:23
 - [Upload Additional Document](#) - Teknion Additional Documentation - Sourcewell 091423.pdf - Wednesday September 13, 2023 22:25:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeffrey Kraus, Vice President Business Operations, Teknion LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Furniture_Solutions_RFP_091423 Tue September 5 2023 03:34 PM	☒	2
Addendum_3_Furniture_Solutions_RFP_091423 Thu August 31 2023 12:47 PM	☒	5
Addendum_2_Furniture_Solutions_RFP_091423 Tue August 29 2023 02:17 PM	☒	2
Addendum_1_Furniture_Solutions_RFP_091423 Fri August 18 2023 11:06 AM	☒	2

EXHIBIT “B”

Contractor’s Proposal

bluespace interiors
2840 N. LIMA ST. UNIT 110
BURBANK CA 91504

Furniture Quotation



Prepared For: JAMES COINER
CITY OF MONTEBELLO
1600 W. BEVERLY BLVD.
TAG: PUBLIC WORKS OFFICE
MONTEBELLO CA 90640

Quote Expires: 3/31/2025

Page 1 of 6

2/19/2025

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Quote # Q171291

Montebello - Public Works Budgetary BOM - 1-17-25.visual.sp4

Sold By: LEE ALPERT

james.coiner@montebelloca.g

Prep. by: TAMMY SPARKS

TEKNIION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
1	1		*NOTE: BUDGETARY PRICING ONLY. NOT FOR ORDERING.	\$0.00	0.00	\$0.00	\$0.00

Sub Total Sell \$0.00

Cesars Office

2	1	BASML5510	Suspended Modesty Panel - Solid, 55"w x 10"h	\$175.00	61.00	\$68.25	\$68.25
3	1	BCMROF36	Round Meeting Table - Four-Point Base 36"dia. (1-3/16")	\$1,037.00	61.00	\$404.43	\$404.43
4	1	BHKHW97821	Workwall Kneespace Module - Height-Adjustability, 9"d x 78"w, 21"h	\$1,594.00	61.00	\$621.66	\$621.66
5	1	BHMLH35216976R OLI	HA L Penin_Bevel Pst_High, 35"dx21"dx69"wx76"w, Rad, Rect	\$6,090.00	61.00	\$2,375.10	\$2,375.10
6	6	NARJG	Around Guest Chair, Mesh Back, Four Leg with Casters, Hard	\$743.00	57.00	\$319.49	\$1,916.94

Sub Total Sell \$5,386.38

Conference

7	1	BCMCRP42144SLS	Rect. Conf. Table - Panel Bases, 42"d x 144"w, Straight, Linear Power Module -	\$3,275.00	61.00	\$1,277.25	\$1,277.25
8	1	BLELPS0442P072	Linear Power Module, Standard 18" - 4 Power/4 USB/2 Media, Plug-In, 72"l	\$815.00	61.00	\$317.85	\$317.85
9	1	BLELPS0442P180	Linear Power Module, Standard 18" - 4 Power/4 USB/2 Media, Plug-In, 180"l	\$871.00	61.00	\$339.69	\$339.69

Sub Total Sell \$1,934.79

Plan Table

10	2	3043	Wood Mobile Roll File, 21 Compartment	\$700.00	42.86	\$400.00	\$800.00
11	1	XTHDX4208436HN NN	Hub Table - Dble-Side, 42"dx84"wx36"h, Half-Ht, No Footrest,	\$3,375.00	61.00	\$1,316.25	\$1,316.25

Sub Total Sell \$2,116.25

Storage

12	1	BMSTR2460	Top for Solid Storage, 24"d x 60"w (1-3/16")	\$703.00	61.00	\$274.17	\$274.17
13	2	BSCDSP243040N	Storage Cabinet - Solid Doors - Pulls, 24"d x 30"w x 40"h, Door Swing Not	\$1,331.00	61.00	\$519.09	\$1,038.18
14	1	SOKL02	Set of Keys Alike, 2 Sets of Cores	\$0.00	61.00	\$0.00	\$0.00

Prepared For: JAMES COINER
CITY OF MONTEBELLO
1600 W. BEVERLY BLVD.
TAG: PUBLIC WORKS OFFICE
MONTEBELLO CA 90640

Quote Expires: 3/31/2025

Quote # Q171291

Page 2 of 6
2/19/2025
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Montebello - Public Works Budgetary BOM - 1-17-25.visual.sp4
Sold By: LEE ALPERT

Prep. by: TAMMY SPARKS

james.coiner@montebellocity.org

9% KNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
						Sub Total Sell	\$1,312.35
Workstations							
15	6	CT12L	Cantilever, 12"d	\$58.00	69.33	\$17.79	\$106.74
16	3	CT12R	Cantilever, 12"d	\$58.00	69.33	\$17.79	\$53.37
17	6	CT22L	Cantilever, 22"d	\$81.00	69.33	\$24.84	\$149.04
18	3	CT22R	Cantilever, 22"d	\$81.00	69.33	\$24.84	\$74.52
19	2	EBFQC	Communications Base Feed	\$52.00	69.33	\$15.95	\$31.90
20	2	EKB8T72	Base Feed, 8-Wire Isolated Ground, 72" long	\$399.00	69.33	\$122.37	\$244.74
21	3	EKBH8T048	Power Harness, 8-Wire Isolated Ground, 48" long	\$238.00	69.33	\$72.99	\$218.97
22	5	EKBH8T120	Power Harness, 8-Wire Isolated Ground, 120" long	\$344.00	69.33	\$105.50	\$527.50
23	9	EKDE	Data Extender Plate	\$35.00	69.33	\$10.73	\$96.57
24	8	EKQPD	Power Box, Double Length	\$258.00	69.33	\$79.13	\$633.04
25	3	EKROS	Receptacle Outlet, Standard 15 Amp	\$44.00	69.33	\$13.49	\$40.47
26	3	EKROS	Receptacle Outlet, Standard 15 Amp	\$44.00	69.33	\$13.49	\$40.47
27	3	EKROS	Receptacle Outlet, Standard 15 Amp	\$44.00	69.33	\$13.49	\$40.47
28	9	EKROS	Receptacle Outlet, Standard 15 Amp	\$44.00	69.33	\$13.49	\$121.41
29	5	KBC	Corner Bracket	\$48.00	69.33	\$14.72	\$73.60
30	1	KCC363	Three-Way Connector, 36"h	\$103.00	69.33	\$31.59	\$31.59
31	2	KCC423	Three-Way Connector, 42"h	\$127.00	69.33	\$38.95	\$77.90
32	3	KCC424	Four-Way Connector, 42"h	\$99.00	69.33	\$30.36	\$91.08
33	1	KCCN3690	Two-Way Connector 90 Degree, 36"h	\$165.00	69.33	\$50.61	\$50.61
34	9	KCCN4290	Two-Way Connector 90 Degree, 42"h	\$189.00	69.33	\$57.97	\$521.73
35	3	KEAFC3524	Laminate Element - Floor Flush, Corridor Width, 35"h x 24"w	\$193.00	69.33	\$59.19	\$177.57
36	1	KEAFC3524	Laminate Element - Floor Flush, Corridor Width, 35"h x 24"w	\$193.00	69.33	\$59.19	\$59.19
37	9	KEAFC3530	Laminate Element - Floor Flush, Corridor Width, 35"h x 30"w	\$235.00	69.33	\$72.07	\$648.63

Prepared For: JAMES COINER
CITY OF MONTEBELLO
1600 W. BEVERLY BLVD.
TAG: PUBLIC WORKS OFFICE
MONTEBELLO CA 90640

Quote Expires: 3/31/2025

Quote # Q171291

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james.coiner@montebelloca.g

Prep. by: TAMMY SPARKS

94 EKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
38	6	KEAFC3536	Laminate Element - Floor Flush, Corridor Width, 35"h x 36"w	\$269.00	69.33	\$82.50	\$495.00
39	2	KEAFC3542	Laminate Element - Floor Flush, Corridor Width, 35"h x 42"w	\$542.00	69.33	\$166.23	\$332.46
40	2	KEAFC3542	Laminate Element - Floor Flush, Corridor Width, 35"h x 42"w	\$542.00	69.33	\$166.23	\$332.46
41	3	KEBMS0524	Baseboard Element, Metal, Standard Width, 5"h x 24"w	\$99.00	69.33	\$30.36	\$91.08
42	1	KEBMS0524	Baseboard Element, Metal, Standard Width, 5"h x 24"w	\$99.00	69.33	\$30.36	\$30.36
43	9	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	\$101.00	69.33	\$30.98	\$278.82
44	6	KEBMS0536	Baseboard Element, Metal, Standard Width, 5"h x 36"w	\$104.00	69.33	\$31.90	\$191.40
45	2	KEBMS0542	Baseboard Element, Metal, Standard Width, 5"h x 42"w	\$110.00	69.33	\$33.74	\$67.48
46	2	KEBMS0542	Baseboard Element, Metal, Standard Width, 5"h x 42"w	\$110.00	69.33	\$33.74	\$67.48
47	5	KECS23042	Acoustic Power/Comm. Element, Standard Width, Power & Comm., 30"h	\$254.00	69.33	\$77.90	\$389.50
48	2	KECS23042	Acoustic Power/Comm. Element, Standard Width, Power & Comm., 30"h	\$254.00	69.33	\$77.90	\$155.80
49	1	KECS23042	Acoustic Power/Comm. Element, Standard Width, Power & Comm., 30"h	\$254.00	69.33	\$77.90	\$77.90
50	1	KECS23042	Acoustic Power/Comm. Element, Standard Width, Power & Comm., 30"h	\$254.00	69.33	\$77.90	\$77.90
51	1	KESC0624	Acoustic Element, Corridor Width, 6"h x 24"w	\$59.00	69.33	\$18.10	\$18.10
52	9	KESC0630	Acoustic Element, Corridor Width, 6"h x 30"w	\$66.00	69.33	\$20.24	\$182.16
53	6	KESC0636	Acoustic Element, Corridor Width, 6"h x 36"w	\$73.00	69.33	\$22.39	\$134.34
54	2	KESC0642	Acoustic Element, Corridor Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$50.30
55	2	KESC0642	Acoustic Element, Corridor Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$50.30
56	1	KESS0624	Acoustic Element, Standard Width, 6"h x 24"w	\$59.00	69.33	\$18.10	\$18.10
57	9	KESS0630	Acoustic Element, Standard Width, 6"h x 30"w	\$66.00	69.33	\$20.24	\$182.16
58	6	KESS0636	Acoustic Element, Standard Width, 6"h x 36"w	\$73.00	69.33	\$22.39	\$134.34
59	6	KESS0636	Acoustic Element, Standard Width, 6"h x 36"w	\$73.00	69.33	\$22.39	\$134.34
60	6	KESS0636	Acoustic Element, Standard Width, 6"h x 36"w	\$73.00	69.33	\$22.39	\$134.34
61	6	KESS0642	Acoustic Element, Standard Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$150.90
62	6	KESS0642	Acoustic Element, Standard Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$150.90

Prepared For: JAMES COINER
CITY OF MONTEBELLO
1600 W. BEVERLY BLVD.
TAG: PUBLIC WORKS OFFICE
MONTEBELLO CA 90640

Quote Expires: 3/31/2025

Quote # Q171291

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james.coiner@montebellocity.org

Prep. by: TAMMY SPARKS

91423-KNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
63	2	KESS0642	Acoustic Element, Standard Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$50.30
64	5	KESS0642	Acoustic Element, Standard Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$125.75
65	5	KESS0642	Acoustic Element, Standard Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$125.75
66	2	KESS0642	Acoustic Element, Standard Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$50.30
67	1	KESS0642	Acoustic Element, Standard Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$25.15
68	1	KESS0642	Acoustic Element, Standard Width, 6"h x 42"w	\$82.00	69.33	\$25.15	\$25.15
69	3	KESS3024	Acoustic Element, Standard Width, 30"h x 24"w	\$136.00	69.33	\$41.71	\$125.13
70	1	KESS3024	Acoustic Element, Standard Width, 30"h x 24"w	\$136.00	69.33	\$41.71	\$41.71
71	9	KESS3030	Acoustic Element, Standard Width, 30"h x 30"w	\$157.00	69.33	\$48.15	\$433.35
72	6	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$331.26
73	6	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$331.26
74	6	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$331.26
75	6	KESS3042	Acoustic Element, Standard Width, 30"h x 42"w	\$202.00	69.33	\$61.95	\$371.70
76	6	KESS3042	Acoustic Element, Standard Width, 30"h x 42"w	\$202.00	69.33	\$61.95	\$371.70
77	2	KESS3042	Acoustic Element, Standard Width, 30"h x 42"w	\$202.00	69.33	\$61.95	\$123.90
78	5	KESS3042	Acoustic Element, Standard Width, 30"h x 42"w	\$202.00	69.33	\$61.95	\$309.75
79	6	KPWT4236	Conventional Panel - Standard, 42"h x 36"w	\$214.00	69.33	\$65.63	\$393.78
80	6	KPWT4242	Conventional Panel - Standard, 42"h x 42"w	\$231.00	69.33	\$70.85	\$425.10
81	5	KPWT4242	Conventional Panel - Standard, 42"h x 42"w	\$231.00	69.33	\$70.85	\$354.25
82	1	KPWT4242	Conventional Panel - Standard, 42"h x 42"w	\$231.00	69.33	\$70.85	\$70.85
83	3	KPXT3624	Floor Flush Panel - Standard, 36"h x 24"w	\$179.00	69.33	\$54.90	\$164.70
84	1	KPXT4224	Floor Flush Panel - Standard, 42"h x 24"w	\$190.00	69.33	\$58.27	\$58.27
85	9	KPXT4230	Floor Flush Panel - Standard, 42"h x 30"w	\$205.00	69.33	\$62.87	\$565.83
86	6	KPXT4236	Floor Flush Panel - Standard, 42"h x 36"w	\$214.00	69.33	\$65.63	\$393.78
87	2	KPXT4242	Floor Flush Panel - Standard, 42"h x 42"w	\$233.00	69.33	\$71.46	\$142.92

Prepared For: JAMES COINER
CITY OF MONTEBELLO
1600 W. BEVERLY BLVD.
TAG: PUBLIC WORKS OFFICE
MONTEBELLO CA 90640

Quote Expires: 3/31/2025

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james.coiner@montebellocity.org

Prep. by: TAMMY SPARKS

9% KRON SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
88	2	KPXT4242	Floor Flush Panel - Standard, 42"h x 42"w	\$233.00	69.33	\$71.46	\$142.92
89	3	KTE36	Panel End Trim, 36"h	\$39.00	69.33	\$11.96	\$35.88
90	10	KTE42	Panel End Trim, 42"h	\$43.00	69.33	\$13.19	\$131.90
91	2	KTI06	Intermediate Panel End Trim, 6"h	\$18.00	69.33	\$5.52	\$11.04
92	4	KTR24	Top Trim, 24"w	\$41.00	69.33	\$12.57	\$50.28
93	9	KTR30	Top Trim, 30"w	\$44.00	69.33	\$13.49	\$121.41
94	6	KTRC72	Continuous Top Trim, 72"w	\$113.00	69.33	\$34.66	\$207.96
95	8	KTRC84	Continuous Top Trim, 84"w	\$129.00	69.33	\$39.56	\$316.48
96	9	KWSQY2472	Rectangle Worksurface (D-Style), with Scallop, 24"d x 72"w	\$685.00	69.33	\$210.09	\$1,890.81
97	9	SOKL02	Set of Keys Alike, 2 Sets of Cores	\$0.00	69.33	\$0.00	\$0.00
98	9	UPRS19	Rolling Pedestal, Box/File Smooth Slide, 19"d	\$1,163.00	69.33	\$356.69	\$3,210.21
99	9	UPSS28F1924	Standard Stretch Pedestal, File/File, 28"h, 19"d, 24"w	\$2,010.00	69.33	\$616.47	\$5,548.23
100	9	WBHCCC7S2958N	Rect HA WS for Navigate,C-Leg,Std Elec (27"-43"),29"dx58"w,No CO	\$685.00	69.33	\$210.09	\$1,890.81
101	9	YAHCCC7S29581	Navigate HA Freestanding Table Base Only,C-Leg,Std Elec	\$4,155.00	69.33	\$1,274.34	\$11,469.06
						Sub Total Sell	\$38,808.92
ZDEL							
102	1	DSASSEMBLY	DELIVERY/INSTALLATION. REGULAR BUSINESS HOURS	\$0.00	0.00	\$13,542.86	\$13,542.86
						Sub Total Sell	\$13,542.86
Sales Tax 10.25%				\$0.00		\$6,467.91	\$6,467.91
PRJMGTFEE PROJECT MANAGEMENT				\$936.00		\$936.00	\$936.00
						Total Sell:	\$70,505.46

Furniture Quotation



Prepared For: RAMON FIGUEROA
CITY OF MONTEBELLO - CITY HALL
1600 W. BEVERLY BLVD.
TAG: HR OFFICE
MONTEBELLO CA 90640
323-887-1200 X1419
rfigueroa@montebelloca.gov

Quote Expires: 3/31/2025

Quote # Q169138

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TEKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
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Shared Office

1	2	BOWFW5124	Wall-Mounted Tackboard - Fabric, From Standard Worksurface, 51"h,	\$112.00	61.00	\$43.68	\$87.36
2	2	GXDLM5166Y	Infinity Desk Edge Screen, Modesty Height (15"), 51" Datum Height, 66"w,	\$2,189.00	69.33	\$671.37	\$1,342.74
3	2	KWSQY2424	Rectangle Worksurface (D-Style), with Scallop, 24"d x 24"w	\$349.00	69.33	\$107.04	\$214.08
4	2	SOKL02	Set of Keys Alike, 2 Sets of Cores	\$0.00	69.33	\$0.00	\$0.00
5	2	UPSS28F1924	Standard Stretch Pedestal, File/File, 28"h, 19"d, 24"w	\$1,808.00	69.33	\$554.51	\$1,109.02
6	1	UTWS512316LB	Standard Side Opening Tower, Box/Box/File Config with Left Open	\$2,086.00	69.33	\$639.78	\$639.78
7	1	UTWS512316RB	Standard Side Opening Tower, Box/Box/File Config with Right Open	\$2,086.00	69.33	\$639.78	\$639.78
8	2	WBHCCC7S2370N	Rect HA WS for Navigate,C-Leg,Std Elec (27"-43"),23"dx70"w,No CO	\$685.00	69.33	\$210.09	\$420.18
9	2	YAHCCC7S23701	Navigate HA Freestanding Table Base Only,C-Leg,Std Elec	\$4,440.00	69.33	\$1,361.75	\$2,723.50

Sub Total Sell \$7,176.44

Workstations

10	2	EBFQC	Communications Base Feed	\$52.00	69.33	\$15.95	\$31.90
11	2	EKBf8T72	Base Feed, 8-Wire Isolated Ground, 72" long	\$399.00	69.33	\$122.37	\$244.74
12	2	EKBH8T048	Power Harness, 8-Wire Isolated Ground, 48" long	\$238.00	69.33	\$72.99	\$145.98
13	2	EKBH8T072	Power Harness, 8-Wire Isolated Ground, 72" long	\$254.00	69.33	\$77.90	\$155.80
14	1	EKBH8T120	Power Harness, 8-Wire Isolated Ground, 120" long	\$344.00	69.33	\$105.50	\$105.50
15	2	EKDB	Distribution Block	\$179.00	69.33	\$54.90	\$109.80
16	6	EKDE	Data Extender Plate	\$35.00	69.33	\$10.73	\$64.38
17	6	EKQPD	Power Box, Double Length	\$258.00	69.33	\$79.13	\$474.78
18	2	EKROS	Receptacle Outlet, Standard 15 Amp	\$44.00	69.33	\$13.49	\$26.98
19	2	EKROS	Receptacle Outlet, Standard 15 Amp	\$44.00	69.33	\$13.49	\$26.98

Prepared For: RAMON FIGUEROA
CITY OF MONTEBELLO - CITY HALL
1600 W. BEVERLY BLVD.
TAG: HR OFFICE
MONTEBELLO CA 90640
323-887-1200 X1419
rfigueroa@montebellocity.gov

Quote Expires: 3/31/2025

Quote # Q169138

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Prep. by: TAMMY SPARKS

TEKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
20	2	EKROS	Receptacle Outlet, Standard 15 Amp	\$44.00	69.33	\$13.49	\$26.98
21	6	EKROS	Receptacle Outlet, Standard 15 Amp	\$44.00	69.33	\$13.49	\$80.94
22	1	KCC513	Three-Way Connector, 51"h	\$145.00	69.33	\$44.47	\$44.47
23	3	KCC663	Three-Way Connector, 66"h	\$182.00	69.33	\$55.82	\$167.46
24	1	KCCN4290	Two-Way Connector 90 Degree, 42"h	\$189.00	69.33	\$57.97	\$57.97
25	1	KCCN5190	Two-Way Connector 90 Degree, 51"h	\$223.00	69.33	\$68.39	\$68.39
26	7	KCCN6690	Two-Way Connector 90 Degree, 66"h	\$276.00	69.33	\$84.65	\$592.55
27	1	KEAFC3524	Laminate Element - Floor Flush, Corridor Width, 35"h x 24"w	\$193.00	69.33	\$59.19	\$59.19
28	1	KEAFC3530	Laminate Element - Floor Flush, Corridor Width, 35"h x 30"w	\$235.00	69.33	\$72.07	\$72.07
29	2	KEAFC3530	Laminate Element - Floor Flush, Corridor Width, 35"h x 30"w	\$235.00	69.33	\$72.07	\$144.14
30	3	KEAFC3530	Laminate Element - Floor Flush, Corridor Width, 35"h x 30"w	\$235.00	69.33	\$72.07	\$216.21
31	2	KEAFC3536	Laminate Element - Floor Flush, Corridor Width, 35"h x 36"w	\$269.00	69.33	\$82.50	\$165.00
32	3	KEAFC3536	Laminate Element - Floor Flush, Corridor Width, 35"h x 36"w	\$269.00	69.33	\$82.50	\$247.50
33	1	KEAFC3536	Laminate Element - Floor Flush, Corridor Width, 35"h x 36"w	\$269.00	69.33	\$82.50	\$82.50
34	2	KEAFC3542	Laminate Element - Floor Flush, Corridor Width, 35"h x 42"w	\$542.00	69.33	\$166.23	\$332.46
35	1	KEAFC3542	Laminate Element - Floor Flush, Corridor Width, 35"h x 42"w	\$542.00	69.33	\$166.23	\$166.23
36	1	KEAFC3548	Laminate Element - Floor Flush, Corridor Width, 35"h x 48"w	\$608.00	69.33	\$186.47	\$186.47
37	1	KEBMS0524	Baseboard Element, Metal, Standard Width, 5"h x 24"w	\$99.00	69.33	\$30.36	\$30.36
38	1	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	\$101.00	69.33	\$30.98	\$30.98
39	2	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	\$101.00	69.33	\$30.98	\$61.96
40	3	KEBMS0530	Baseboard Element, Metal, Standard Width, 5"h x 30"w	\$101.00	69.33	\$30.98	\$92.94
41	2	KEBMS0536	Baseboard Element, Metal, Standard Width, 5"h x 36"w	\$104.00	69.33	\$31.90	\$63.80
42	3	KEBMS0536	Baseboard Element, Metal, Standard Width, 5"h x 36"w	\$104.00	69.33	\$31.90	\$95.70
43	1	KEBMS0536	Baseboard Element, Metal, Standard Width, 5"h x 36"w	\$104.00	69.33	\$31.90	\$31.90
44	2	KEBMS0542	Baseboard Element, Metal, Standard Width, 5"h x 42"w	\$110.00	69.33	\$33.74	\$67.48

Prepared For: RAMON FIGUEROA
CITY OF MONTEBELLO - CITY HALL
1600 W. BEVERLY BLVD.
TAG: HR OFFICE
MONTEBELLO CA 90640
323-887-1200 X1419
rfigueroa@montebelloca.gov

Quote Expires: 3/31/2025

Quote # Q169138

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Prep. by: TAMMY SPARKS

TEKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
45	1	KEBMS0542	Baseboard Element, Metal, Standard Width, 5"h x 42"w	\$110.00	69.33	\$33.74	\$33.74
46	1	KEBMS0548	Baseboard Element, Metal, Standard Width, 5"h x 48"w	\$113.00	69.33	\$34.66	\$34.66
47	2	KECS23036	Acoustic Power/Comm. Element, Standard Width, Power & Comm., 30"h	\$235.00	69.33	\$72.07	\$144.14
48	1	KECS23036	Acoustic Power/Comm. Element, Standard Width, Power & Comm., 30"h	\$235.00	69.33	\$72.07	\$72.07
49	3	KECS23036	Acoustic Power/Comm. Element, Standard Width, Power & Comm., 30"h	\$235.00	69.33	\$72.07	\$216.21
50	1	KESC0630	Acoustic Element, Corridor Width, 6"h x 30"w	\$66.00	69.33	\$20.24	\$20.24
51	1	KESC0648	Acoustic Element, Corridor Width, 6"h x 48"w	\$89.00	69.33	\$27.30	\$27.30
52	1	KESC1524	Acoustic Element, Corridor Width, 15"h x 24"w	\$94.00	69.33	\$28.83	\$28.83
53	2	KESC1530	Acoustic Element, Corridor Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$67.48
54	3	KESC1530	Acoustic Element, Corridor Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$101.22
55	2	KESC1536	Acoustic Element, Corridor Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$74.84
56	3	KESC1536	Acoustic Element, Corridor Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$112.26
57	1	KESC1536	Acoustic Element, Corridor Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$37.42
58	2	KESC1542	Acoustic Element, Corridor Width, 15"h x 42"w	\$133.00	69.33	\$40.79	\$81.58
59	1	KESC1542	Acoustic Element, Corridor Width, 15"h x 42"w	\$133.00	69.33	\$40.79	\$40.79
60	1	KESS0630	Acoustic Element, Standard Width, 6"h x 30"w	\$66.00	69.33	\$20.24	\$20.24
61	1	KESS0648	Acoustic Element, Standard Width, 6"h x 48"w	\$89.00	69.33	\$27.30	\$27.30
62	1	KESS1524	Acoustic Element, Standard Width, 15"h x 24"w	\$94.00	69.33	\$28.83	\$28.83
63	1	KESS1524	Acoustic Element, Standard Width, 15"h x 24"w	\$94.00	69.33	\$28.83	\$28.83
64	1	KESS1524	Acoustic Element, Standard Width, 15"h x 24"w	\$94.00	69.33	\$28.83	\$28.83
65	2	KESS1530	Acoustic Element, Standard Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$67.48
66	1	KESS1530	Acoustic Element, Standard Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$33.74
67	1	KESS1530	Acoustic Element, Standard Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$33.74
68	1	KESS1530	Acoustic Element, Standard Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$33.74
69	1	KESS1530	Acoustic Element, Standard Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$33.74

Prepared For: RAMON FIGUEROA
CITY OF MONTEBELLO - CITY HALL
1600 W. BEVERLY BLVD.
TAG: HR OFFICE
MONTEBELLO CA 90640
323-887-1200 X1419
rfigueroa@montebelloca.gov

Quote Expires: 3/31/2025

Quote # Q169138

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Prep. by: TAMMY SPARKS

TEKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
70	4	KESS1530	Acoustic Element, Standard Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$134.96
71	4	KESS1530	Acoustic Element, Standard Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$134.96
72	3	KESS1530	Acoustic Element, Standard Width, 15"h x 30"w	\$110.00	69.33	\$33.74	\$101.22
73	2	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$74.84
74	1	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$37.42
75	1	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$37.42
76	1	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$37.42
77	1	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$37.42
78	3	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$112.26
79	3	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$112.26
80	3	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$112.26
81	3	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$112.26
82	3	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$112.26
83	1	KESS1536	Acoustic Element, Standard Width, 15"h x 36"w	\$122.00	69.33	\$37.42	\$37.42
84	3	KESS1542	Acoustic Element, Standard Width, 15"h x 42"w	\$133.00	69.33	\$40.79	\$122.37
85	3	KESS1542	Acoustic Element, Standard Width, 15"h x 42"w	\$133.00	69.33	\$40.79	\$122.37
86	2	KESS1542	Acoustic Element, Standard Width, 15"h x 42"w	\$133.00	69.33	\$40.79	\$81.58
87	1	KESS1542	Acoustic Element, Standard Width, 15"h x 42"w	\$133.00	69.33	\$40.79	\$40.79
88	1	KESS3024	Acoustic Element, Standard Width, 30"h x 24"w	\$136.00	69.33	\$41.71	\$41.71
89	1	KESS3024	Acoustic Element, Standard Width, 30"h x 24"w	\$136.00	69.33	\$41.71	\$41.71
90	1	KESS3024	Acoustic Element, Standard Width, 30"h x 24"w	\$136.00	69.33	\$41.71	\$41.71
91	1	KESS3030	Acoustic Element, Standard Width, 30"h x 30"w	\$157.00	69.33	\$48.15	\$48.15
92	2	KESS3030	Acoustic Element, Standard Width, 30"h x 30"w	\$157.00	69.33	\$48.15	\$96.30
93	1	KESS3030	Acoustic Element, Standard Width, 30"h x 30"w	\$157.00	69.33	\$48.15	\$48.15
94	1	KESS3030	Acoustic Element, Standard Width, 30"h x 30"w	\$157.00	69.33	\$48.15	\$48.15

Prepared For: RAMON FIGUEROA
CITY OF MONTEBELLO - CITY HALL
1600 W. BEVERLY BLVD.
TAG: HR OFFICE
MONTEBELLO CA 90640
323-887-1200 X1419
rfigueroa@montebelloca.gov

Quote Expires: 3/31/2025

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Sold By: LEE ALPERT
Prep. by: TAMMY SPARKS

TEKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
95	4	KESS3030	Acoustic Element, Standard Width, 30"h x 30"w	\$157.00	69.33	\$48.15	\$192.60
96	4	KESS3030	Acoustic Element, Standard Width, 30"h x 30"w	\$157.00	69.33	\$48.15	\$192.60
97	3	KESS3030	Acoustic Element, Standard Width, 30"h x 30"w	\$157.00	69.33	\$48.15	\$144.45
98	1	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$55.21
99	3	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$165.63
100	3	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$165.63
101	3	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$165.63
102	3	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$165.63
103	1	KESS3036	Acoustic Element, Standard Width, 30"h x 36"w	\$180.00	69.33	\$55.21	\$55.21
104	3	KESS3042	Acoustic Element, Standard Width, 30"h x 42"w	\$202.00	69.33	\$61.95	\$185.85
105	3	KESS3042	Acoustic Element, Standard Width, 30"h x 42"w	\$202.00	69.33	\$61.95	\$185.85
106	2	KESS3042	Acoustic Element, Standard Width, 30"h x 42"w	\$202.00	69.33	\$61.95	\$123.90
107	1	KESS3042	Acoustic Element, Standard Width, 30"h x 42"w	\$202.00	69.33	\$61.95	\$61.95
108	1	KESS3048	Acoustic Element, Standard Width, 30"h x 48"w	\$219.00	69.33	\$67.17	\$67.17
109	1	KETW51524	Symmetric Glazed Element, Clear, 15"h x 24"w	\$273.00	69.33	\$83.73	\$83.73
110	1	KETW51524	Symmetric Glazed Element, Clear, 15"h x 24"w	\$273.00	69.33	\$83.73	\$83.73
111	4	KETW51530	Symmetric Glazed Element, Clear, 15"h x 30"w	\$292.00	69.33	\$89.56	\$358.24
112	3	KETW51530	Symmetric Glazed Element, Clear, 15"h x 30"w	\$292.00	69.33	\$89.56	\$268.68
113	3	KETW51536	Symmetric Glazed Element, Clear, 15"h x 36"w	\$314.00	69.33	\$96.30	\$288.90
114	3	KETW51536	Symmetric Glazed Element, Clear, 15"h x 36"w	\$314.00	69.33	\$96.30	\$288.90
115	3	KETW51536	Symmetric Glazed Element, Clear, 15"h x 36"w	\$314.00	69.33	\$96.30	\$288.90
116	3	KETW51542	Symmetric Glazed Element, Clear, 15"h x 42"w	\$353.00	69.33	\$108.27	\$324.81
117	2	KETW51542	Symmetric Glazed Element, Clear, 15"h x 42"w	\$353.00	69.33	\$108.27	\$216.54
118	1	KETW53036	Symmetric Glazed Element, Clear, 30"h x 36"w	\$559.00	69.33	\$171.45	\$171.45
119	1	KETW53042	Symmetric Glazed Element, Clear, 30"h x 42"w	\$639.00	69.33	\$195.98	\$195.98

Prepared For: RAMON FIGUEROA
CITY OF MONTEBELLO - CITY HALL
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Sold By: LEE ALPERT
Prep. by: TAMMY SPARKS

TEKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
120	1	KPOW3036	Symmetric Panel Add-On, 30"h x 36"w	\$163.00	69.33	\$49.99	\$49.99
121	1	KPOW3042	Symmetric Panel Add-On, 30"h x 42"w	\$178.00	69.33	\$54.59	\$54.59
122	1	KPWC6624	Conventional Panel - Segmented, 66"h x 24"w	\$247.00	69.33	\$75.75	\$75.75
123	1	KPWC6630	Conventional Panel - Segmented, 66"h x 30"w	\$264.00	69.33	\$80.97	\$80.97
124	4	KPWC6630	Conventional Panel - Segmented, 66"h x 30"w	\$264.00	69.33	\$80.97	\$323.88
125	1	KPWC6636	Conventional Panel - Segmented, 66"h x 36"w	\$274.00	69.33	\$84.04	\$84.04
126	3	KPWC6636	Conventional Panel - Segmented, 66"h x 36"w	\$274.00	69.33	\$84.04	\$252.12
127	3	KPWC6636	Conventional Panel - Segmented, 66"h x 36"w	\$274.00	69.33	\$84.04	\$252.12
128	3	KPWC6642	Conventional Panel - Segmented, 66"h x 42"w	\$294.00	69.33	\$90.17	\$270.51
129	1	KPXC6624	Floor Flush Panel - Segmented, 66"h x 24"w	\$247.00	69.33	\$75.75	\$75.75
130	3	KPXC6630	Floor Flush Panel - Segmented, 66"h x 30"w	\$265.00	69.33	\$81.28	\$243.84
131	3	KPXC6636	Floor Flush Panel - Segmented, 66"h x 36"w	\$276.00	69.33	\$84.65	\$253.95
132	2	KPXC6642	Floor Flush Panel - Segmented, 66"h x 42"w	\$296.00	69.33	\$90.78	\$181.56
133	1	KPXT4230	Floor Flush Panel - Standard, 42"h x 30"w	\$205.00	69.33	\$62.87	\$62.87
134	1	KPXT4248	Floor Flush Panel - Standard, 42"h x 48"w	\$242.00	69.33	\$74.22	\$74.22
135	2	KPXT5130	Floor Flush Panel - Standard, 51"h x 30"w	\$223.00	69.33	\$68.39	\$136.78
136	2	KPXT5136	Floor Flush Panel - Standard, 51"h x 36"w	\$236.00	69.33	\$72.38	\$144.76
137	1	KPXT5136	Floor Flush Panel - Standard, 51"h x 36"w	\$236.00	69.33	\$72.38	\$72.38
138	1	KPXT5142	Floor Flush Panel - Standard, 51"h x 42"w	\$250.00	69.33	\$76.68	\$76.68
139	1	KTE42	Panel End Trim, 42"h	\$43.00	69.33	\$13.19	\$13.19
140	1	KTE51	Panel End Trim, 51"h	\$48.00	69.33	\$14.72	\$14.72
141	6	KTE66	Panel End Trim, 66"h	\$53.00	69.33	\$16.26	\$97.56
142	3	KTI15	Intermediate Panel End Trim, 15"h	\$32.00	69.33	\$9.81	\$29.43
143	1	KTI39	Intermediate Panel End Trim, 39"h	\$41.00	69.33	\$12.57	\$12.57
144	1	KTR24	Top Trim, 24"w	\$41.00	69.33	\$12.57	\$12.57

Prepared For: RAMON FIGUEROA
CITY OF MONTEBELLO - CITY HALL
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Prep. by: TAMMY SPARKS

TEKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
145	1	KTR24	Top Trim, 24"w	\$41.00	69.33	\$12.57	\$12.57
146	1	KTR30	Top Trim, 30"w	\$44.00	69.33	\$13.49	\$13.49
147	4	KTR30	Top Trim, 30"w	\$44.00	69.33	\$13.49	\$53.96
148	3	KTR30	Top Trim, 30"w	\$44.00	69.33	\$13.49	\$40.47
149	1	KTR30	Top Trim, 30"w	\$44.00	69.33	\$13.49	\$13.49
150	1	KTR36	Top Trim, 36"w	\$51.00	69.33	\$15.64	\$15.64
151	3	KTR36	Top Trim, 36"w	\$51.00	69.33	\$15.64	\$46.92
152	3	KTR36	Top Trim, 36"w	\$51.00	69.33	\$15.64	\$46.92
153	3	KTR36	Top Trim, 36"w	\$51.00	69.33	\$15.64	\$46.92
154	1	KTR36	Top Trim, 36"w	\$51.00	69.33	\$15.64	\$15.64
155	3	KTR42	Top Trim, 42"w	\$54.00	69.33	\$16.56	\$49.68
156	2	KTR42	Top Trim, 42"w	\$54.00	69.33	\$16.56	\$33.12
157	1	KTR42	Top Trim, 42"w	\$54.00	69.33	\$16.56	\$16.56
158	1	KTR48	Top Trim, 48"w	\$59.00	69.33	\$18.10	\$18.10
159	2	KTRC66	Continuous Top Trim, 66"w	\$101.00	69.33	\$30.98	\$61.96
160	1	KWCS1548	Rectangular Countertop, 15" d x 48" w	\$476.00	69.33	\$145.99	\$145.99
161	6	KWSQY2424	Rectangle Worksurface (D-Style), with Scallop, 24"d x 24"w	\$349.00	69.33	\$107.04	\$642.24
162	6	SOKL02	Set of Keys Alike, 2 Sets of Cores	\$0.00	69.33	\$0.00	\$0.00
163	1	UBKS4248	Standard Bookcase, 42"h x 23"d x 48"w	\$2,533.00	69.33	\$776.87	\$776.87
164	6	UPSS28F1924	Standard Stretch Pedestal, File/File, 28"h, 19"d, 24"w	\$1,808.00	69.33	\$554.51	\$3,327.06
165	5	UTWS512316LB	Standard Side Opening Tower, Box/Box/File Config with Left Open	\$2,086.00	69.33	\$639.78	\$3,198.90
166	1	UTWS512316RB	Standard Side Opening Tower, Box/Box/File Config with Right Open	\$2,086.00	69.33	\$639.78	\$639.78
167	6	WBHCCC7S2376N N	Rect HA WS for Navigate,C-Leg,Std Elec (27"-43"),23"dx76"w,No CO	\$756.00	69.33	\$231.87	\$1,391.22
168	6	YAHCCC7S23761	Navigate HA Freestanding Table Base Only,C-Leg,Std Elec	\$4,440.00	69.33	\$1,361.75	\$8,170.50

Sub Total Sell \$34,151.08

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Prepared For: RAMON FIGUEROA
CITY OF MONTEBELLO - CITY HALL
1600 W. BEVERLY BLVD.
TAG: HR OFFICE
MONTEBELLO CA 90640
323-887-1200 X1419
rfigueroa@montebellocity.gov

Quote Expires: 3/31/2025

Quote # Q169138

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Sold By: LEE ALPERT
Prep. by: TAMMY SPARKS

TEKNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
169	1	DSASSEMBLY	DELIVERY/INSTALLATION - REGULAR BUSINESS HOURS	\$0.00	0.00	\$4,084.62	\$4,084.62
						Sub Total Sell	\$4,084.62
Sales Tax 10.25%				\$0.00		\$4,654.74	\$4,654.74
PRJMGTFEE PROJECT MANAGEMENT				\$955.00		\$955.00	\$955.00
						Total Sell:	\$51,021.88

There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over \$7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer.

Acceptance of this proposal indicates acceptance of the above terms and conditions.

Approved by: Name_____

Title_____

Date: _____

Prepared For: JAMES COINER
CITY OF MONTEBELLO
1600 W. BEVERLY BLVD.
TAG: PUBLIC WORKS OFFICE
MONTEBELLO CA 90640

Quote Expires: 3/31/2025

Quote # Q171291

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Sold By: LEE ALPERT

james.coiner@montebellocity.org

Prep. by: TAMMY SPARKS

9% KNION SOURCEWELL CONTRACT #091423-TKN

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
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There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over \$7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer.

Acceptance of this proposal indicates acceptance of the above terms and conditions.

Approved by: Name _____ Title _____

Date: _____

EXHIBIT “C”

Terms for Compliance with California Labor Law Requirements

- 1.** This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2.** California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
- 3.** Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4.** Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6.** Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.
- 7.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
- 8.** Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4287
WITH MOHAWK CARPET DISTRIBUTION, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **March 26, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Mohawk Carpet Distribution, LLC, a California limited liability company (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 company to provide flooring materials, with related accessories and services to the CITY; and

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

WHEREAS, CONTRACTOR's services were procured through a cooperative purchasing agreement through Sourcewell ("Cooperative Purchasing Agency") which requires that the CITY be provided equivalent, or more favorable terms or pricing than the minimum requirements of the contract with the Cooperative Purchasing Agency.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Contractor's Proposal
3. Sourcewell Contract No. 061323-MCD
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Contract

PROFESSIONAL SERVICES AGREEMENT NO. 4287

Page 2 of 12

Documents are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern. However, any conflict between the Cooperative Purchasing Agency's Contract and this Agreement, the more favorable term to the City shall control.

b. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the services as set forth fully in Contractor's Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon the Effective Date of this Agreement and shall expire when the services are completed, but no later December 31, 2025 unless further extended upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

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

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CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or 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 arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocity.gov

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

be entitled.

SECTION 20. WARRANTIES.

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

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

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

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independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello – Department of Public Works
Attn: Cesar Roldan, Director of Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1462
Email: CRoldan@montebellocal.gov

If to Contractor: Mohawk Carpet Distribution, LLC
Attn: Mike Gallman, President
160 South Industrial Boulevard
Calhoun, GA 30701
(706) 278-8000
Email: mike_gallman@mohawkind.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**MOHWAK CARPET DISTRIBUTION,
LLC**

Raul Alvarez, City Manager

Mike Gallman, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Sourcewell Contract No. 061323-MCD
- Exhibit B – Contractor's Proposal
- Exhibit C – Terms for Compliance with California Labor Law Requirements

EXHIBIT “A”

Sourcewell Contract No. 061323-MCD

**Solicitation Number: 061323****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mohawk Carpet Distribution LLC, 160 S. Industrial Blvd., Calhoun, GA 30701 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Flooring Materials with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires August 9, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with as provided in Supplier's warranty information included in Attachment A. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are reasonably acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions between a Participating Entity and Supplier must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed

assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

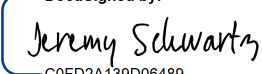
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

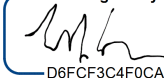
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/28/2023 | 1:28 PM CDT

Mohawk Carpet Distribution LLC

DocuSigned by:

By: D6FCF3C4F0CA44B...
Mike Gallman
Title: President, Mohawk Group
Date: 8/28/2023 | 3:25 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 8/28/2023 | 3:26 PM CDT

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Mohawk Carpet Distribution LLC

Does your company conduct business under any other name? If yes, please state: N/A

Address: 160 S. Industrial Blvd.
Calhoun, Georgia 30171

Contact: Sergio Blanco

Email: Contract_compliance@mohawkind.com

Phone: 762-204-8502

HST#: 58-1516994

Submission Details

Created On: Tuesday April 25, 2023 08:17:23

Submitted On: Monday June 12, 2023 14:25:09

Submitted By: Sergio Blanco

Email: Contract_compliance@mohawkind.com

Transaction #: f2ce29cf-9a8b-420b-949e-c4987397df39

Submitter's IP Address: 199.71.178.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mohawk Carpet Distribution LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	VUPMQXUJKJP3	*
5	Proposer Physical Address:	160 S. Industrial Blvd. Calhoun, Georgia 30701	*
6	Proposer website address (or addresses):	www.mohawkgroup.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Gallman President, Mohawk Group 160 S. Industrial Blvd., Calhoun, GA 30701 Mike_gallman@mohawkind.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sergio Blanco Contract Compliance 160 S. Industrial Blvd. Calhoun, GA 30701 sergio_blanco@mohawkind.com (706) 624-2076	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brandi Purkey Manager, Contract Compliance 160 S. Industrial Blvd. Calhoun, GA 30701 Brandi_purkey@mohawkind.com (706)-483-0874	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
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10	Provide a detailed description of the products, and services that you are offering in your proposal.	Mohawk is proud to offer a complete portfolio of commercial products including the following: *Carpet Tile & Carpet Planks-Manufactured in Mohawk's Glasgow, VA facility *Carpet Broadloom & Custom Carpet- Manufactured in Mohawk's Dalton, GA facility *Woven- Manufactured in Mohawk's Sugar Valley, GA facility *Luxury Vinyl Tile and Heterogeneous Sheet Vinyl- Manufactured in Mohawk's Dalton, GA facility (Limited LVT sourced) *Homogeneous Sheet Vinyl- Sourced *Homogeneous Vinyl Tile, Stair Treads, & Wall Base- Manufactured in Mohawk's Sheboygan, WI facility - Laminate- Manufactured in Mohawk's North Carolina facility - Supporting ancillary products- Manufactured in the United States Mohawk is offering a complete installation package covering new build and renovation work. In addition to install, Mohawk offers a reclamation program where Mohawk will reclaim the existing flooring to ensure that the product does not wind up in a landfill. Additional design services offered by Mohawk include Personal Studio where member's can transform existing running line material to a custom product by changing yarn colors thus fulfilling agency colors and desired aesthetics. Mohawk also offers maintenance training for projects to help facilities and maintenance understand how to best maintain flooring throughout the life of the product. In a world where we have experienced supply chain disruption, Mohawk utilizes our in house fleet of 750 trucks to move material inside of the contiguous United States for delivery within 7 days. Mohawk maintains control of the product from production through delivery to Sourcewell members.	*
11	What levels of service (material only, turnkey, other) are being proposed?	Mohawk is proposing our complete commercial portfolio including broadloom carpet, carpet tiles inclusive of square and plank, walk off carpet tiles, luxury vinyl tile, adhesives, ancillary items including trims and base. Mohawk Group will also offer delivery, installation services for all the above listed products along with reclamation services.	*
12	Does the response include installation services?	Does the response include installation services?	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	See our response for Line 14-16 below.	
14	How does the Participating Entity select an installer?	Mohawk maintains a national database of installation partners who are trained and familiar with Mohawk product installation guidelines. Dependent upon the scope of the project, Mohawk will make a recommendation for an installation partner to the participating entity. If a participating entity has an installer that they are familiar with and prefer to use then Mohawk will review their past experience and confirm they are eligible to install Mohawk products as a subcontractor to Mohawk. Once confirmed, Mohawk will work with the installer to provide a proposal to the participating entity. Mohawk also identifies installation partners who hold socioeconomic status. If the participating entity is looking to obtain tier 2 spend towards their small business goals then Mohawk can facilitate an install that will support the entity's initiatives. If a participating entity has a dealer they prefer to purchase direct from then Mohawk will review past experience and eligibility then provide an authorization letter for the dealer to quote utilizing Mohawk's Sourcewell contract. This path will allow a participating entity to gain tier 1 small business spend if the entity elects a dealer with socioeconomic status.	

15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	All MohawkOne installation partners are Mohawk vetted and approved. The vetting process includes requiring all installers to provide references and requiring they hold all proper insurance documentation, licenses, and certifications. We request a current Certificate of Insurance document that demonstrates workers compensation and employer's liability insurance with limits and coverages as required by the law of the state in which the installer is located. Certificate of Insurance documents are kept on file and updated annually. All installers are also required to sign MohawkOne's Installation Partner Master Services Agreement. For each job, we require that the selected installer have crews large enough for the scope of work required and that their skills fit the job at hand. After each installation, we ask that our customers complete a Project Completion Form and provide feedback regarding their satisfaction of the work completed. This allows for ongoing vetting to ensure Mohawk is only partnering with proven and trusted installers with whom we have long term experience or who come highly recommended to us from highly trusted sources.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Mohawk does not have a standard installation agreement required for participating entities. The agreement between the participating entity and Mohawk is based on the Sourcewell's terms and conditions. If the participating entity provides an agreement to Mohawk, then Mohawk will review on a case by case basis.	*

Table 2B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Resilient	☒ Yes ☐ No	
18	Ceramic	☐ Yes ☒ No	
19	Porcelain Tile	☐ Yes ☒ No	
20	Wood	☐ Yes ☒ No	
21	Hardwood	☐ Yes ☒ No	
22	Laminate	☒ Yes ☐ No	
23	Rubber	☒ Yes ☐ No	
24	Vinyl	☒ Yes ☐ No	
25	Broadloom	☒ Yes ☐ No	
26	Carpet Tile	☒ Yes ☐ No	
27	Epoxy	☐ Yes ☒ No	
28	Flooring hybrids	☐ Yes ☒ No	
29	Floor mats	☐ Yes ☒ No	
30	Rugs	☐ Yes ☒ No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	☐ Yes ☒ No	
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	☒ Yes ☐ No	

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Mohawk pricing is consistent with our not to exceed pricing structure.

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Mohawk will provide a discount off list pricing for our complete portfolio including SKU numbers and a labor grid to include standard and prevailing wages - see attached 'Sourcewell Price Grid - 2023' and 'Sourcewell Price Grid - 2023 - CANADA' PDF document.
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	We execute full accountability throughout the project management process. We establish site visits for determination of accurate measurements and to elaborate the true scope of work, so the proposal is a true and accurate reflection of the actual work to be performed (i.e. location, facility type, occupied space vs. vacant, project size, product type(s), installation deadlines, etc.) with competitive pricing. We work with our installation partner to review site visit pictures and confirm the floor plans and take offs are accurate. We will also provide a phasing schedule, onsite communication and direction for preparing the space for furniture lift or movement as needed. Our proposals are itemized by line item per unit of measure for both material and labor. An example proposal available if requested. See attached '2023 - Sourcewell Pricing' for labor grid.
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Mohawk can provide a 10-30% discount from the list price.
37	Describe any quantity or volume discounts or rebate programs that you offer.	Mohawk's pricing is not to exceed which means there is flexibility to provide a reduction to the published contract pricing dependent upon size and scope of the project.
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Mohawk provides our complete commercial portfolio to Sourcewell. If a product is launched and desired prior to amending the existing price grid then Mohawk will provide the same structure of pricing to the member as with existing products in the same platform. Regarding installation or sourced material to finish a project that is defined in the open market line items, this would be calculated as a cost plus dependent upon the risk Mohawk is taking to provide the particular line item. As a standard, Mohawk looks to have the most encompassing priced line items to fulfill procurement guidelines where participating entity's have limitations on "open market" items.
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Mohawk will not have any standard additional charges on every day quotes to the customer. Specific cases where a customer request expedited shipping, there would be an additional cost to the customer.
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.
41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	• Alaska—we offer both a Prepaid and add and prepaid solution delivering via SPAN Alaska to many AK locations. • Hawaii—we offer solutions through SCD (Fontana, CA) and HYS (Hayward, CA) warehouse, AFF carrier. You may choose shipment to mainland Hawaii for delivery. Mohawk has one truck operating in Hawaii. • Canada—we offer solutions out of CAD (Calhoun, GA) and KND (Kent, WA/ KND for British Columbia). • Any direct ship (DRP) from manufacturing facility outside US is coordinated through International Logistics department and they will need to provide details to support. All delivery terms are prepaid and add.

42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Mohawk has a full-service fleet to anywhere in the United States with the assistance of outside carriers in outlying areas. If a Sourcwell member were to require an expedited delivery then Mohawk has the resources to fulfill these requests whether by ground or air. Mohawk is also able to provide inside delivery if needed per the participating entities request.	*
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Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Mohawk's payment term is Net 30. Mohawk can accept payment via ACH, Wire, P-Card, and credit cards(Mastercard, Visa, American Express).	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	Mohawk does not offer leasing or financing options.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Mohawk utilizes a standard proposal document for quoting projects. Mohawk accepts participating agencies purchase orders based on the Sourcwell terms and conditions. Mohawk does not require any additional transaction documents. Mohawk will review any terms and conditions, service level agreements, etc. from participating agencies on a case by case basis.	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Mohawk does accept P-Card as part of the payment process and there is no convenience fees for government and education members.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Mohawk's Contract compliance team will review the sales quarterly against the established contract price to ensure pricing is within the contractual parameters. A strategic account code is created to ensure our team is able to locate and manually pull all order sales (including material and labor) that are tied to the specific code. The strategic account code will be tied to all orders related to the Sourcwell contract and will be input by customer service at order entry. The Account Executive will also verify after order placement that the strategic account code is added. The Account Executive is also able to add the code if missed at the time of order entry. A review will be performed 15 days following quarter close to verify the vendor report has been completed based on the contractual requirements and review the request to Accounts Payable is consistent with the proposed administrative fee against the sales volume for the quarter.	*
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	With having a long standing history between Mohawk and Sourcwell, we understand what success looks like. Mohawk continues to review year over year trends with our Sourcwell spend at the state level, the piggyback state contract level as well as the growth between entity type including government, k-12, and higher ed. These trends and historical data will provide direction to Mohawk on next steps for engagement with our field Account Executives. Where we see growth in certain markets, we share best practices to leverage in other markets. Where we identify the market flattening or declining, we reevaluate our approach to penetrate from a different angle to leverage our Sourcwell agreement.	*
49	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mohawk proposes a 2% administrative fee which will be calculated on material and installation services less freight.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Mohawk is one of the largest flooring suppliers in North America. Mohawk was founded on three of the oldest and most respected brands in the industry - Karastan, Lees, and Bigelow. We have been producing carpeting continuously for over 180 years. Annual revenue is \$11.7 billion. Since 2001, Mohawk Industries has been granted 151 patents, including polymer blends for improved value and performance, enhancement of dyeing and performance for commercial carpet, fiber design for improved aesthetics and performance, 100% post-consumer carpet fiber, and new extrusion technology to make BCF from recycled PET bottles. Mohawk's fundamental corporate values: • Act with uncompromising honesty and integrity in everything we do • Satisfy our customers with innovative technology and superior quality, value and service • Provide our investors an attractive return through sustainable, global growth • Respect our social and physical environment around the world • Value and develop our employees' diverse talents, initiative and leadership • Earn the admiration of all those associated with Mohawk Industries, worldwide We do not wish to be a transactional company. We look to cultivate long-term relationships. When we secure end users, we want them to be customers for life. Additionally, we have a philosophy to provide true value. Be it in service, performance or aesthetics, we look to long term, lifecycle value. Part of our strategy to ensure customers for life is developed from our reputation for accountability; when problems occur, it is our reputation for prompt resolution that ultimately defines us.
51	What are your company's expectations in the event of an award?	Mohawk's expectation is business continuity and growth opportunity. As the first awarded manufacturer to expand Sourcewell's use as the basis of award for some of our leading state's, we expect to continue this initiative. Mohawk has been servicing Sourcewell members and our customers for over a decade utilizing the Sourcewell agreement. We will continue with our existing customers as well as leverage the agreement to pursue other state's for piggyback adoption as well as local use. The Sourcewell agreement allows Mohawk to educate our customers on the ease of cooperative purchasing and allowing members the access to Mohawk's full product offering with a one source worry free solution.
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached 'Mohawk Annual Report 2022' uploaded.
53	What is your US market share for the solutions that you are proposing?	Mohawk's hard surface market share in the US in 15% - 20%, while the soft surface market share is 15%-25%.
54	What is your Canadian market share for the solutions that you are proposing?	Mohawk's hard surface market share in Canada is 5% while the soft surface market share is 15%-25%.
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Mohawk has never petitioned for bankruptcy protection.
56	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mohawk is best described as a flooring manufacturer who has the capacity to provide services through our turnkey division known as MohawkOne or through our dealer network. Mohawk maintains a commercial sales force of 129 people segmented with a government and education focus including a Senior Vice President, a Vice President, 12 Regional Vice Presidents of Sales, 2 Senior Directors of Segmented sales with each a focus on Education and Government, 3 Business Development Managers, and 110 Account Executives situated strategically across the United States and Canada. Mohawk views our dealers as partners in our daily operations. Mohawk partners with 481 local subcontractor/dealers who will serve as the labor subcontractors if awarded this contract, so the relationship maintained with our dealers is vital in the success of our business. Dealers are not direct Mohawk employees and will be locally subcontracted for work to be performed in their respective areas. Mohawk maintains a database dealers who buy directly from Mohawk. If the transaction is going through our vetted dealer network then Mohawk's dealers will act as the contractor of record for the agency by quoting and receiving payment directly from the agency.

57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mohawk has never been suspended or debarred.	*
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Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	Mohawk has been recognized with over 15 awards for our sustainability products, practices, and efforts. -Floor Covering Weekly GreenStep 2021 Awards, Product Winner for EverStrand · Floor Covering Weekly GreenStep 2021 Awards, Practice/Process Honoree, ReCover Recycling Program · Floor Covering Weekly GreenStep 2022 Awards, Practice/Process Winner, ReCover Recycling Program · Floor Covering Weekly GreenStep 2022 Awards, Promotion Winner, UltraWood Naturally Sustainable Infographic · The International Surface Event Best of Services 2021 Award, Sustainability: ReCover Carpet Recycling Program · GOOD DESIGN Award for Smart City 2021 · Green GOOD DESIGN Award for Data Tide 2022 · Green GOOD DESIGN Award for UltraWood 2022 · Metropolis Planet Positive Awards, Flooring Product honoree for Data Tide · Best of NeoCon Awards, Sustainability category for Data Tide 2021 · Best of NeoCon Awards, Sustainability category for Social Canvas and Painted Perspectives 2022 · HiP Awards, Green Materials category, honoree for Color Pulse · HiP Awards, Health + Wellness Flooring category, honoree for Crossing Current · Green Builder Media, 2021 Eco-Leader for Mohawk Flooring · Green Builder Media, 2021 Hot 50 Products for UltraWood · Green Builder Media, 2022 Sustainable Product of the Year, UltraWood · Forbes' Best Large Employers · Forbes' Best Employers for Veterans since 2020	*
59	What percentage of your sales are to the governmental sector in the past three years?	2021 - 8% 2022 - 8% 2023 YTD - 7%	*
60	What percentage of your sales are to the education sector in the past three years?	2021 - 12% 2022 - 13% 2023 YTD - 10%	*
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	BuyBoard - \$1,504,000 E&I - \$322,000 State of CA - \$7,146,000 State of Florida - \$10,045,000 State of Georgia - \$462,000 State of KY - \$4,240,000 State of MO - \$364,000 State of NJ - \$313,000 State of NY - \$1,960,000 State of NC - \$1,044,000 State of TX - \$257,400 State of UT - \$3,007,000 University of CA - \$408,700	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract GS03F077AA 2021 - \$637,419 2022 - \$847,012 2023 - \$97,726 YTD	*

Table 9: Top Five Government or Education Customers

Line Item 63. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Florida - Department of Management Services	Government	Florida - FL	Statewide Flooring Material and installation Labor	\$4,855 average transaction / 1,550 Purchase Orders over 3 year period	\$10 million	*
State of California - Department of General Services	Government	California - CA	Statewide Flooring Material and installation Labor	\$3,350 average transaction / 1,650 Purchase Orders over 3 year period	\$7.2 million	*
State of Kentucky - Commonwealth of Kentucky	Government	Kentucky - KY	Statewide Flooring Material and installation Labor	\$6,108 average transaction / 602 Purchase Orders over 3 year period	\$4.2 million	*
State of Utah	Government	Utah - UT	Statewide Flooring Material	\$4,382 average transaction / 571 Purchase Orders over 3 year period	\$3 million	*
State of New York - Office of General Services	Government	New York - NY	Statewide Flooring Material	\$4,397 average transaction / 543 Purchase Orders over 3 year period	\$1.9 million	*

Table 10: References/Testimonials

Line Item 64. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Kentucky - Commonwealth of Kentucky	Daniel Salvato	502.564.5862	*
State of New York - OGS	Stacey Savage	518.473.6949	*
State of Florida - DMS	Joseph Thomas	850.488.8367	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
65	Sales force.	Mohawk maintains a commercial sales force of 129 people segmented with a government and education focus including a Senior Vice President, a Vice President, 12 Regional Vice Presidents of Sales, 2 Senior Directors of Segmented sales with each a focus on Education and Government, 3 Business Development Managers, and 110 Account Executives situated strategically across the United States and Canada.	*

66	Service force.	MohawkOne retains an extensive installer network which is comprised of approximately 400 flooring installation providers across all of the United States and Canada. All installers are vetted and Mohawk approved, and many are factory or field trained by Mohawk's Field Managers. Each installation partner employs a number of full-time local and / or traveling crews of installers. An installer is matched and selected for a job based on the scope of work of the project (i.e. location, facility type, occupied space vs. vacant, project size, product type(s), installation deadlines, etc.) and the installer's expertise and abilities to meet the needs of a project. We have the capability to manage large to small installations and provide successful installations in terms of schedules, cost, resources and scope. MohawkOne has the ability to add new partners as needed through our installer vetting process which includes the requirement to sign MohawkOne's Installation Partner Master Services Agreement. Mohawk directly employs sixteen full-time MohawkOne project managers who are responsible for coordinating and managing flooring installation projects for over 120 customers.	*
67	Dealer network or other distribution methods.	Mohawk maintains a dealer network across the United States and Canada. If an agency has a dealer they are comfortable conducting business with then Mohawk will properly vet their credit and claims history then provide authorization for the dealer to quote utilizing Mohawk's Sourcewell contract.	*
68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	As a Mohawk held contract, Mohawk will be responsible for meeting the needs of the participating entity in partnership with our dealer network. While our dealers and internal sales force will show entity's product, the dealer will be responsible for quoting, receiving a PO, and invoicing the member. Mohawk will be responsible for capturing the dealer sales data and reporting to Sourcewell. Mohawk is also responsible for ensuring lead times are met and delivery of the products to the dealer or entity location. If Mohawk is selling direct then Mohawk will quote, receive a PO, and coordinate install and shipment directly with the subcontractor. Once the entity signs the project completion form then Mohawk will invoice for the project.	*
69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Among Mohawk's sales force, we have relationships with over 34,000 dealers. Out of the overall dealers in Mohawk's system, Mohawk utilizes approximately 460 as subcontractors to Mohawk between the United States and Canada when the projects are a direct purchase including installation. Mohawk understands the importance of dealer relationships and involving their presence in our forward deployment of the Sourcewell contract since they are in constant contact with participating entities.	
70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Dealer Orders: Mohawk's Customer service approach and goals are centered around our customers satisfaction. Our customer service is available anytime from Monday - Friday 8am - 7pm Eastern Standard Time. All orders can be placed via phone 1(800)-622-6228 ext. 45272, email government_customerservice@mohawkind.com, or through our newly integrated Mohawk Xchange website. Our service level's to respond to emails is to receive a response within the same day. Any order received before 4pm will be entered the same day. All phone and orders placed on Xchange will be submitted immediately at the time of order. For order status, the customer is able to call, email, or text (520) 277-9937. Direct Sourcewell Member Orders: Your MohawkOne Project Manager is your single source solution that handles the customer service functions for your account. They can be contacted with questions or concerns and will work towards finding and presenting a solution within 24 hours of contact. Your Project Manager is committed to providing appropriate solutions and alternatives when needed. Aside from resolving any issues that arise, your Project Manager is responsible for custom-managing all aspects of your flooring project including validating quantity estimates, order entry, inventory management, expediting of shipments, document preparation, and coordination between manufacturing and shipping regardless of the ultimate destination of your project. Every MohawkOne Project Manager has a backup who cross trains to cover for them in the event of their absence. Our MohawkOne customer support vision is to be recognized by our customers as providing a superior, industry leading customer experience with seamless execution from first contact to installation and after-sales support.	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Mohawk has the capability and willingness to provide our products to all US participating entities. Mohawk has positioned itself to be a partner to government and education members in several areas defined below: *Mohawk has ensured our Account Executives are properly trained on cooperative purchasing *Mohawk communicates product trends and market shifts related to gov/ed to Account Executives. *Mohawk understands that gov/ed is important in all parts of the United States, not just major metros. We ensure all zip codes have support regardless of how urban or how rural. *Mohawk has key installation partners to cover all zip codes so that Sourcewell members can receive a complete installation package. *Mohawk has the logistics to support delivery on time	*

72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Mohawk has the capability and willingness to provide our products to all US participating entities. Mohawk has positioned itself to be a partner to government and education members in several areas defined below: *Mohawk has ensured our Account Executives are properly trained on cooperative purchasing *Mohawk communicates product trends and market shifts related to gov/ed to Account Executives. *Mohawk understands key government markets in Canada. *Mohawk has key installation partners to cover all provinces so that Sourcewell members can receive a complete installation package. *Mohawk has the logistics to support delivery on time	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes, Mohawk will service non profit agencies.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Mohawk does not have any limitations related to servicing Sourcewell participating agencies.	*
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Mohawk takes no exceptions and is fully capable of servicing all geographies and all sectors.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mohawk does not have any requirements or restrictions for servicing Hawaii and Alaska.	*

Table 12: Marketing Plan

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Mohawk has a three part strategy for promoting Mohawk's Sourcewell contract which includes continuous education for our sales force, business development with Sourcewell members, and marketing Sourcewell at different shows Mohawk attends. - LEED and WELL are building certification in which projects earn credits toward certification by using safe and environmentally responsible building products. Our products contribute to those credits by proving they are sustainable through the certifications listed above. - All manufacturing locations adhere to wood sourcing principles, such as FSC®, PEFC™ or other third-party validation, to ensure 100 percent of our wood fiber comes from responsibly managed forests, recycled waste streams or recovered wood sources by 2030. These programs are validated through an annual audit process. - We have a robust ReCover Recycling Program. Through our current ReCover Recycling program, we offer post-consumer recycling all across North America and Canada. We use different methods to process post-consumer waste at the end of its life - recycle, upcycle, downcycle, waste-to-energy. We have a network of recycling partners all across the U.S. and Canada. Continuous Education: Mohawk has 124 Account Executives throughout the United States and Canada focused on government/education. As a historical contract holder, Mohawk has provided continuous education around cooperative purchasing and the Sourcewell contract. In q4 of 2022 Mohawk's Education & Government leaders hosted multiple trainings to include 12 regions of ed/gov focused Account Executives. This has continued into Q1-Q2 of 2023 where we will wrap up the remaining four regions. This training explains to our field why Sourcewell is an easy button for the customer and satisfying the bid requirements. We also teach them about the breadth of product on Sourcewell and the complete turnkey solution with a two year install warranty. From a member perspective, we show them specifically how to locate Sourcewell members, how non members can register, the process for quoting and tracking the Sourcewell member business. Marketing: Upon award, Mohawk will modify our Capabilities document showing Mohawk's Sourcewell contract details and why Mohawk will be beneficial to members. Mohawk will utilize our CRM to pull existing Sourcewell members and host a blitz notifying customers that Mohawk has been awarded a new Sourcewell contract for Flooring and Related Materials. In addition to this, Mohawk Group will offer a co-branded press release through our social media presence showcasing the award. Mohawk will also continue to utilize Sourcewell branded collateral at trade shows we attend such as Georgia Procurement Conference, NIGP events, etc. Business Development: Mohawk has created four new roles in business development where the sole focus is to identify education and government end users. Mohawk will continue to work with our Account Executives to identify members in each geography to target and grow the business with strategically. This includes providing past flooring spend, key decision makers in facilities and procurement, and historical Sourcewell usage.
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We align digital content strategies with brand strategies to scale content delivery with business objectives. We optimize our tech stacks to integrate content creation, publishing and analytics for 360 degree insight into our marketing campaigns, as well as to track inbound social data/activity to effectively measure social ROI and business value. We set smart goals and measure them frequently, tracking through data-driven interpretation to gain insights and make optimizations to drive awareness and conversion. Using a multi-channel communications approach, we target audiences and drive lead generation via email, Facebook, Pinterest, LinkedIn, Instagram, Twitter, and native website/blogs.
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting the contract award is to be available to Mohawk when members are having trouble grasping the cooperative process or need more information from Sourcewell as to how this contract is best suited to help the member. Mohawk also sees Sourcewell as a partner who will connect members with awarded suppliers when members inquire.
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Xchange is our e-commerce platform The Xchange platform allows customers that are setup to go online and check stock, place orders, get order status, file a claim, and pay their bill. Similar to an Amazon or Walmart.com. It allows them to shop and put items in their cart and turn into an order. Quotes are generated by sales on a project by project basis but customers and customer service have access to create a quote as well.

Table 13: Value-Added Attributes

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Dependent upon the project, Mohawk offers job starts where a technician will come out to ensure everything is situated for a flawless installation. Mohawk Account Executives or Mohawk Field Services are available to provide maintenance training. This is at no cost to Sourcewell members. If education and government maintenance teams have a better understanding of how to maintain the product installed then the life of the flooring will be set up for success whether that be aesthetics or performance.
82	Describe any technological advances that your proposed products or services offer.	A key technological advance that Mohawk is proud of is our launch of EcoFlex ONE backing. This backing is 100% carbon neutral plus an additional 5% carbon offset. It has a minimum of 74% recycled content, provides a 50% reduction in embodied carbon emissions, and utilizes 28 plastic bottles which have been diverted from the landfill in every square yard of EcoFlex ONE modular tile. This product is always NSF140 Platinum rated. Regarding Fiber, Mohawk Group's Color Pulse™ is a breakthrough in fiber innovation that delivers the visual texture of a space dyed yarn, but with the low environmental impact and high performance of a solution dyed nylon. Using zero water, Color Pulse™ save 5,300,000 cups of water every year. Doing More with Less • Zero water: Color Pulse uses zero water in its dyeing process, conserving natural resources. • River conservation: As a cornerstone of the Waterways Project, the purchase of Color Pulse products supports donations to projects that are working to preserve river health and human health around the world. • Longer lifecycle: Carpets made with Color Pulse deliver greater durability to minimize environmental impact. They are also easy to recycle through our ReCover program

83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Mohawk, we take a holistic approach with sustainability and utilize the environmental, social and governance or ESG mindset. This holistic approach centers around the three pillars of People, Planet and Performance and includes goals, some of which we already have met, to guide our work. Here we are highlighting our holistic sustainability approach and recent initiatives that will foster greater results. - CLIMATE-POSITIVE FUTURE: Being part of the climate change solution by implementing a decarbonization strategy through measurable science-based targets - o Reduce Scope 1 and 2 emissions by 25 percent by 2025, which we already have achieved. Further work to reduce carbon emissions continues. - o Develop consistent process for measuring and assessing Scope 3 emissions to help develop science-based emissions targets and report Scope 3 emissions by 2024. - WATER RESTORATION- Improving efficient and responsible use of water in all processes and products - o Reduce water intensity by 30 percent by 2025, which has been achieved. We continue to work on further reductions - PRODUCT CIRCULARITY- Thoughtfully minimizing environmental impact across product life-cycle through sustainable design, innovation, extended use and responsible use - o Release a product circularity goal for each business segment by 2025. - o Reduce waste-to-landfill intensity 30 percent by 2025. - RESPONSIBLE SOURCING- Selecting suppliers and partners that meet our ethical, sustainable and socially conscious standards - o All manufacturing locations adhere to wood sourcing principles, such as FSC®, PEFC™ or other third-party validation, to ensure 100 percent of our wood fiber comes from responsibly managed forests, recycled waste streams or recovered wood sources by 2030. These programs are validated through an annual audit process. - o Engage in carbon reduction partnerships with our supply chain as part of the process to develop SBTs. - o Improve spend with diverse suppliers year over year. Develop a strategy to grow supplier diversity in 2022 via a cross-functional Supplier Diversity Committee - Initiatives: - o The Climate Pledge - This global movement co-founded by Amazon and Global Optimism in 2019 as a challenge to businesses to achieve net zero carbon by 2040. Mohawk Group is proud to be one of only a select few of manufacturers, to accept the challenges of The Climate Pledge. - o The Waterways Project – a journey through new products, technologies, and initiatives to help us better understand and give back to the living watersheds that sustain us all partnering up with Waterkeeper Alliance and Change the Course - o Susan G. Komen initiative: Since 2001, Mohawk has supported Susan G. Komen on behalf of the company's community of employees, architects and designers, many of whom have been touched by breast cancer. - o Art lifting: As part of its Better Together Initiative, Mohawk Group partnered with Art Lifting to champion artists who are impacted by housing insecurity and disabilities. Art Lifting provides a platform and creates opportunities for these underrepresented artists to amplify their voices and participate in the contemporary art market.
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	All Mohawk carpet is Green Label Plus certified and hard surface products are FloorScore certified, exceeding the most stringent requirements for VOC emissions contributing to clean and healthy indoor air quality. FYI: Indoor Air Quality goes by many different names. You may see IAQ, low-VOC, CDPH v1.2-2017, or CARB compliant. All these acronyms can be satisfied by our Green Label Plus or FloorScore certificates

85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All Mohawk carpet is Green Label Plus certified and hard surface products are FloorScore certified, exceeding the most stringent requirements for VOC emissions contributing to clean and healthy indoor air quality. FYI: Indoor Air Quality goes by many different names. You may see IAQ, low-VOC, CDPH v1.2-2017, or CARB compliant. All these acronyms can be satisfied by our Green Label Plus or FloorScore certificates. -Material Transparency: Many Mohawk Group soft surface products and select hard surface products have material disclosure documents. These documents list all the materials that make up our products and disclose whether they have any health effects on the people around them. We have two types of material transparency documents: Health Product Declarations (HPDs) and Declare labels. HPD and Declare labels are both material transparency documents. -Multi Attribute Certifications: There are a number of certifications that look at multiple attributes of a product, such as its energy use, recycled content, durability, and waste minimization. NSF 140 Gold certification is the industry standard, and Mohawk Group has reached this level for all nylon fiber commercial products. We went above and beyond with EcoFlex ONE and reached NSF 140 Platinum certification, becoming the first running line carpet tile to do so. C96The Living Product Challenge is a third-party product certification program administered by the International Living Future Institute. Living Products at their base are: • free of toxins • respect the rights of workers • have a net-positive carbon and water impact, and • aim to positively impact their environment. All our Mohawk Group nylon fiber on EcoFlex backing carpet tile is Living Product Challenge (LPC) Petal Certified. LPC requires that all environmental “handprint” (or give back) projects are associated with social co-benefit, meaning that the handprint activities must be performed for an organization or community that otherwise would not have been able to undertake them under normal circumstances.	*
86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	Mohawk is a large business. Mohawk has the capability to subcontract with businesses that hold a socioeconomic status for installation services in order for participating agencies to receive tier 2 spend.	*
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Through mergers and acquisitions, Mohawk is the largest flooring manufacturer globally. 2020 was a challenging year for flooring manufacturers and a testament of our strength in the flooring market. A unique attribute about Mohawk is that we are vertically integrated. The combination of the size of Mohawk which allows us to leverage our buying power of raw materials and our vertical integration enabled the business to maintain standard lead times. Mohawk did not have to delay our US made carpet tile, broadloom, and LVT. We were able and are still providing on time deliveries 98% of the time. Mohawk owns one of the largest private fleets in the United States. This includes 750 trucks and 35 distribution and satellite warehouses. Our distribution network is unique due to Mohawk's delivery capabilities. We can be anywhere inside the contiguous United States within seven days. Due to this being in house, Sourcewell members can call Mohawk for status of shipment from the time the order enters are system through product delivery and installation. We are the one source solution for Sourcewell members.	*

Table 14A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
88	Do your warranties cover all products, parts, and labor?	Yes.	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See attached product warranties pdfs.	*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if the material issue is covered in our warranty. We have a two-year installation warranty.	*
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Mohawk can reach all areas for repair, and we also have an outreach of certified technicians Mohawk will subcontract with in the event a repair is needed.	*
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mohawk will maintain the warranties for all products sold under this contract.	*
93	What are your proposed exchange and return programs and policies?	Orders are processed based upon customer instructions received via hard copy PO, fax or phone call. Expenses are incurred to stage materials, cut or process, and ship. When an order is cancelled or returned, restock fees assist in recouping a portion of Mohawk's expenses. Sales Support Services will review and pre-approve all returned materials. • Cancellations, returns and/or pending shipments under 100 yards, single dyelot, (cut made or en route) - No return / cancellation fee • Cancellations, returns and/or pending shipments over 100 yards (cut made or en route) - 25% of material value • Karastan brands over 100 yards or any Running Line order over 2000 yards incur 25% cancellation fee after 3rd business day from order placement • Customs, Drops, Promotional Goods - No return/cancellation • Returns - Outbound and return freight- Customer obligation • Invoices over 90 days old- No returns	*
94	Describe any service contract options for the items included in your proposal.	MohawkOne is your single, one-stop, integrated solution for your entire flooring project from start to finish. We execute and custom-manage every detail including ordering, scheduling, invoicing, installing and maintenance. In addition, MohawkOne doubles your standard labor warranty from one year to two years.	*

Table 148: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
95	Describe any performance standards or guarantees that apply to your services	MohawkOne offers an extended two-year installation warranty. MohawkOne is your one source solution to address any warranty related items as we service the customer through the process. Whether it is a potential product issue or an installation issue, our installation partners can detect and remediate issues before they become a larger problem. Your MohawkOne project manager will ensure there is a timely resolution to your concerns and will take immediate action to remedy any problems encountered.
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	The MohawkONE project manager has an internal checks/balance process, automatic system reports as well as follow-up procedures that are utilized to ensure each and every project is shipped, installed and invoiced according to plan. We endeavor to promote a service that offers ease and confidence to all of our customers. Customized reporting is available upon request. Examples of customized reporting include but are not limited to, lead time reports, customized live documents (Smartsheets), and a purchasing activity report - see attached excels 'Sample Lead Time Report' and 'Sample Purchasing activity report'.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing.zip - Monday June 12, 2023 14:17:57
- [Financial Strength and Stability](#) - Mohawk Annual report 2022.pdf - Monday June 12, 2023 14:14:00
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Monday June 12, 2023 14:18:42
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - Sourcewell RFP_061323_Flooring_Contract_Template LLP 05152023.docx - Monday June 12, 2023 14:14:30
- [Upload Additional Document](#) - Additional Documents.zip - Monday June 12, 2023 14:19:01

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sergio Blanco, Contract Compliance, Mohawk Carpet Distribution LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_061323_Flooring Fri June 2 2023 03:02 PM	☒	1
Addendum_6_RFP_061323_Flooring Tue May 30 2023 03:03 PM	☒	1
Addendum_5_RFP_061323_Flooring Tue May 23 2023 03:08 PM	☒	1
Addendum_4_RFP_061323_Flooring Thu May 18 2023 01:36 PM	☒	2
Addendum_3_RFP_061323_Flooring Wed May 17 2023 04:25 PM	☒	1
Addendum_2_RFP_061323_Flooring Tue May 16 2023 03:20 PM	☒	1
Addendum_1_RFP_061323_Flooring Tue May 9 2023 09:07 AM	☒	1

EXHIBIT “B”

Contractor’s Proposal



Mohawk Carpet Distribution, LLC. Sourcewell #061323-MCD Expires 08/09/2027

March 5, 2025

James Coiner
City of Montebello
Deputy Director Public Works
1600 W. Beverly Blvd
Montebello, CA 90640

KRK06638 City of Montebello City Hall

M1-X is pleased to provide the following quotation for the above referenced job.

Scope: West Corridor, HR & Public Works							
Style, Size, Backing, Description	Color Name	Color Number	Quantity	UoM		Unit Price	Line Total
BT436 Famed Structure 24"x24" Carpet Tile - Ecoflex Matrix backing (10.6667SY per carton)	Steel	837	618.67	SY	@	\$ 15.14	\$ 9,366.66
GT315 First Step II 24"x24" Walk Off Tile - Ecoflex NXT backing (6.2222SY per carton)	Cobalt	955	18.67	SY	@	\$ 50.11	\$ 935.55
CRW05 - 4" Rubber Cove Base - 48" Lengths (120LF per carton)	Night Skies	2	1,440.00	LF	@	\$ 0.95	\$ 1,368.00
Enpress pressure sensitive releasable for EcoFlex Matrix, NXT, ONE & Air carpet tile and plank (4 gal) / spread rate 140-160 sy 3/8" nap roller			7.00	EA	@	\$ 145.41	\$ 1,017.87
OptiSeal One Coat Moisture Sealer OR Cutback Sealer (4 gal) / spread rate 80-100 sy			8.00	EA	@	\$ 202.69	\$ 1,621.52
M45 wall base adhesive (30 oz cartridge) / spread rate 50 LF of 4" base or 30 LF of 6" base			29.00	EA	@	\$ 6.93	\$ 200.97
Payment/Performance Bonds			40.00	EA	@	\$ 7.14	\$ 285.60
MID PACIFIC AND NORTHWEST REGION 4 LABOR PRICING							
PREVAILING WAGES							
Installation Carpet Tile			565.00	SY	@	\$ 8.45	\$ 4,774.25
Removal of Broadloom (direct glue down)			565.00	SY	@	\$ 5.50	\$ 3,107.50
Conventional Furniture Moving (Light)			565.00	SY	@	\$ 2.84	\$ 1,604.60
Install Base, Standard 4" Vinyl/Rubber Blend, Black/Brown			1,340.00	LF	@	\$ 1.78	\$ 2,385.20
Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)			5,085.00	SF	@	\$ 0.51	\$ 2,593.35
Open Market Labor Items:							
Remove Existing Adhesive from Substrate - Scraping/Sanding			5,085.00	SF	@	\$ 0.49	\$ 2,491.65
OptiSeal Application			5,085.00	SF	@	\$ 0.42	\$ 2,135.70
Care Charge (California Only)			637.34	SY	@	\$ 1.49	\$ 949.64
Freight			1.00	EA	@	\$ 1,600.00	\$ 1,600.00
						Subtotal	\$ 36,438.06
						Estimated Sales Tax	\$ 3,734.90
						TOTAL	\$ 40,172.96

Notes

- Based on field measure by: Custom Craft Flooring
- Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
- Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- M1-X will only be responsible for quantities if installation is provided by M1-X.**
- Exclusions** (unless specifically included in the above scope of work): attic stock, bonding cost, extensive floor prep, protection of floors, resilient flooring, border carpet, cleaning / waxing of resilient, carpet cleaning, no thresholds / trimming of doors, preformed corners, special delivery / equipment, union labor, dumpster cost, asbestos abatement, stair materials, furniture moving, trip charges, moisture testing and / or remediation.

Sincerely,

Kori Robinson

M1-X Sr. Project Manager:
Office: 706-624-2430
Cell: 706-263-4247
Email: kori_robinson@mohawkind.com

Account Executive:
Andrew Johnson

Signature below indicates acceptance of the proposal and terms outlined in this document.

Authorized Signature _____

**Terms of Payment**

All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times

Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Floor Preparation

Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Asbestos Abatement

This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is that all abatement of asbestos contained floor material must be removed and that an AHERA report or Clearance Letter from the asbestos surveyor or from the asbestos abatement contractor must be provided before we will proceed with any work in those areas of asbestos concern. We and our installers consider it the owner's responsibility to ensure proper abatement is performed prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote.

EXHIBIT “C”

Terms for Compliance with California Labor Law Requirements

- 1.** This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
- 2.** California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.
- 3.** Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
- 4.** Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
- 5.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
- 6.** Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.
- 7.** Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.
- 8.** Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant

shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.



RFP #061323
REQUEST FOR PROPOSALS
for
Flooring Materials with Related Supplies and Services

Proposal Due Date: June 13, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Flooring Materials with Related Supplies and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 13, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	April 25, 2023
Pre-proposal Conference:	May 17, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	June 5, 2023, 4:30 p.m., Central Time
Proposal Due Date:	June 13, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 13, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Flooring Materials with Related Supplies and Services, that include, but are not limited to the following types of flooring solutions;

- a. Resilient;
- b. Ceramic;
- c. Porcelain Tile;
- d. Wood;
- e. Hardwood;
- f. Laminate;
- g. Rubber;
- h. Vinyl;
- i. Broadloom carpet;
- j. Carpet Tile;
- k. Epoxy;
- l. Flooring hybrids;
- m. Floor mats;
- n. Rugs;
- o. Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (a. – n); and,
- p. Services related to the design services, removal, installation, maintenance, restoration and cleaning of flooring materials complementary to the offering above (a. – n.).

Proposers may include related equipment, accessories, supplies and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Flooring Materials with Related Supplies and Services. This solicitation should NOT be construed to include a services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Athletic Surfaces with Installation, Related Equipment, Materials, and Services (RFP #031022); and,
- b. Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies (RFP #031622).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to

consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$60 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict

Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



05/09/2023

Addendum No. 1

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Referencing Table 14B Line Item 95, "Describe any performance standards or guarantees that apply to your services". Is "services" intended to mean Installation Services or Warranty Services?

Answer 1:

Table 14A affords a proposer the opportunity to describe their warranty program and coverages. Table 14B is intended to allow a proposer to describe any performance standards or guarantees associated with any services offered as part of their proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/09/2023, is required at the time of proposal submittal.



05/16/2023

Addendum No. 2

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the pre-proposal conference be recorded?

Answer 1:

A copy of the presentation slides for the Sourcewell pre-proposal conference will be made available to all registered vendors after the completion of the webcast. In addition, assuming no technical difficulties, a link to a recording of the webcast will be shared and posted within the RFP's "Bid Documents" section on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/16/2023, is required at the time of proposal submittal.



05/17/2023

Addendum No. 3

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Table 2B: Indicate below if the listed products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary. Where is the text box or how do we add a box to provide additional comments.

Answer 1:

The text box was not appearing due to a system setting oversight and has since been corrected.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/17/2023, is required at the time of proposal submittal.



05/18/2023

Addendum No. 4

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is the expected delivery timeframe after a PO is issued?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or pre-determined locations. Sourcewell participating entities include thousands of public agencies located in the United States and Canada. There is no estimate of participating entity use by service type or category.

Question 2:

Can you elaborate on the marketing plan? It is unclear to me to whom my firm will be promoting and marketing our services/goods, and what such promotional activities might look like.

Answer 2:

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

Question 3:

If my company does not have a CAGE code or a Unique Entity Identifier (SAM), only a Federal Employer Identification Number (FEIN), are we allowed to participate in the RFP?

Answer 3:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1 – “...respond “N/A” if the question does not apply to you (preferably with an explanation).”

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/18/2023, is required at the time of proposal submittal.



05/23/2023

Addendum No. 5

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Referencing Table 7 Line Item 51: When asking about our company's expectations in the event of an award, what are you really referring to?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine their internal expectations should they be awarded a contract.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/23/2023, is required at the time of proposal submittal.



05/30/2023

Addendum No. 6

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Addendum to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Addendum:

The provider that services the Sourcewell Procurement Portal rescheduled a production release of their application. **Due to this update, the Sourcewell Procurement Portal will be inaccessible during the release night of June 12, 2023 from 7:00 pm to 12:00am (EST).**

The remainder of the RFP content and the solicitation schedule remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 05/30/2023, is required at the time of proposal submittal.



06/02/2023

Addendum No. 7

Solicitation Number: RFP 061323

Solicitation Name: Flooring Materials, with Related Supplies and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Item 97: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract. Where do we find this Contract Template? Additionally, where do we locate the standard contract terms and conditions?

Answer 1:

The Contract Template is available for download (as well as the RFP) on the Bid Details page of the Sourcewell Procurement portal. The Contract Template contains the standard contract terms and conditions.

End of Addendum

Acknowledgement of this Addendum to RFP 061323 posted to the Sourcewell Procurement Portal on 06/02/2023, is required at the time of proposal submittal.



RFP #091423
REQUEST FOR PROPOSALS
for
Furniture Solutions with Related Accessories and Services

Proposal Due Date: September 14, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Furniture Solutions with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 14, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	July 27, 2023
Pre-proposal Conference:	August 18, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	September 6, 2023, 4:30 p.m., Central Time
Proposal Due Date:	September 14, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 14, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Furniture Solutions with Related Accessories and Services for spaces such as: office, remote office, conference, reception, lounge, commons, collaboration, education, public spaces, multi-purpose, e-sports, command centers, food service or dining areas, and residence halls. Comprehensive solutions are sought for furniture types to include but not be limited to:

- a. Desks and workstations;
 - i. Stationary, sit-to-stand, control and dispatch consoles, charging stations;
- b. Chairs;
- c. Tables;
- d. Modular and demountable walls;
- e. Cubicles;
- f. Seating;
 - i. Benches, fixed stools, ottomans, integrated power systems;
- g. Patio or outdoor;
- h. Casegoods;
- i. Residential hall furnishings;
- j. Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and;
- k. Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Section II. B. 1. a.-j. above.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on Furniture Solutions with Related Accessories and Services. This solicitation should NOT be construed to include services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Technology Catalog Solutions (RFP #081419);

- b. Industrial and Workplace Storage Systems with Related Accessories (RFP #010920);
- c. STEM Curriculum Solutions and Equipment with Related Accessories, Supplies, and Services (RFP #040121);
- d. Laboratory and Science Equipment, Supplies, and Related Technology and Services (RFP #020723);
- e. Flooring Materials, with Related Supplies and Services (RFP #061323); and
- f. Event Seating and Staging Solutions with Related Accessories and Services (RFP #081523).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$400 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's

state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



08/18/2023

Addendum No. 1

Solicitation Number: RFP 091423

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

It appears that full line manufacturers are usually awarded these contracts. Might a group of smaller factories present as a consortium to allow for the submission of a more complete, full breadth of line offering in an attempt to be more competitive with the full line factories on this bid?

Answer 1:

The RFP text on page 5 reads, "Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract."

Question 2:

Is there a pricing template you would like suppliers to use?

Answer 2:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 091423 posted to the Sourcewell Procurement Portal on 08/18/2023, is required at the time of proposal submittal.



08/29/2023

Addendum No. 2

Solicitation Number: RFP 091423

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

By definition, furniture can include other accessory categories than those listed. IE: Artwork, signage, acoustical products, supplements. How do we secure preapproval for categories that technically are furniture but not named.

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 2:

During the pre-proposal conference, a question was asked about rebates to members - the response was that members in Minnesota receive a rebate, but other states do not. Please provide full clarity on this question and answer. Is the rebate something that needs to be factored in to our pricing and/or admin fees? Are we to provide separate pricing for State of MN vs other states as a result? How do potential suppliers handle the difference in process for State of MN vs other states?

Answer 2:

Sourcewell will provide a rebate to participating entities in the five-county region that we serve within the state of Minnesota who make purchases from cooperative contracts.

If you choose to offer rebates to participating entities as part of your pricing structure, you may outline that in Table 11, Question 60.

Question 3:

For Table 2 line items 13/14, please provide further clarification. Are you looking for a dollar value or percentage? Also, are you looking for a response that is specific to the vertical markets eligible for this contract (state/local government, higher education, non-profits) or are you looking for a total across all sectors?

Answer 3:

It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 4:

For Table 3 line item 20, please clarify definition of government. Should our response only include state/local government, or should we also include federal government?

Answer 4:

Refer to RFP Section I. B. – Use of Resulting Contracts.

Question 5:

For Table 6 line item 31/32, please clarify what exactly you are looking for in this response and how it differs from the other responses on this table and others in the RFP.

Answer 5:

Demonstrate if you are willing and able to serve Sourcewell participating entities in the United States and Canada.

Question 6:

For table 9 line item 53, please provide an example of what you mean by a service contract?

Answer 6:

Table 9, Question 53 is asking for additional information on potential extended warranties or service options beyond the standard warranty.

End of Addendum

Acknowledgement of this Addendum to RFP 091423 posted to the Sourcewell Procurement Portal on 08/29/2023, is required at the time of proposal submittal.



08/31/2023

Addendum No. 3

Solicitation Number: RFP 091423

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would a range of hourly rates be preferred for services? Since this is a nationwide contract, providing a range would be advantageous to Sourcewell customer's they aren't locked into the highest rates.

Answer 1:

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on Pricing. In the competitive process, Sourcewell will not advise a proposer on the format of its proposal. However, a pricing document with the content selected by the proposer must be uploaded to successfully submit a proposal within the Portal.

Question 2:

Please clarify that as a furniture manufacturer, the admin fees apply to product only. A network of authorized dealers provides services, such as install, with which rates vary based upon location, size, and scope of project.

Answer 2:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and industry. Refer to RFP Section III. B. – Administrative Fees and Section 8. B. of the contract template for further information on administrative fees.

Question 3:

Please provide additional clarification on the evaluation process and how the points are allocated to the scoring of the response.

Answer 3:

Additional guidance can be found in RFP Section VI. Evaluation and Award and the "Sourcewell Evaluator Scoring Guide" found on the "Bids Homepage" in the Resource Materials section of the Sourcewell Procurement Portal.

Question 4:

Please define: other public entities.

Answer 4:

Some examples of other public entities could include, water districts, port and transportation authorities, charter schools and rural power cooperatives, to name a few.

Question 5:

Please clarify if other states consider adopting Sourcewell as a state contract?

Answer 5:

Sourcewell contracts have been adopted by other states.

Question 6:

Hawaii is referenced in the Footnote. Please clarify if Hawaii intends to adopt this agreement as a State Purchasing Option.

Answer 6:

The State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice to Sourcewell of the intent to participate in the contract(s) to be awarded under this solicitation.

Question 7:

Please clarify if pricing must be in an Excel file? Most manufacturer Price Lists are PDF, but justification can be provided through letters, PPI Index, sampling of items, etc.

Answer 7:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. - Pricing. Proposers may use the upload fields in Step 2 of the proposal submission process to attach documents that the proposer chooses to include with the proposal. Proposals are evaluated based on the criteria stated in the RFP.

Question 8:

Please confirm that current commercial price lists may always apply, so long as the contractor provides the appropriate information to submit the pricing and product updates.

Answer 8:

Section 4, Product and Pricing Change Requests of the Contract Template is applicable once a vendor has a contract and needs to change pricing or add or subtract products from the initial proposed offering. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing.

Question 9:

In addition to a tiered discount structure, would Sourcwell find it advantageous for respondents to provide both a dock delivery and delivered and installed discount structure?

Answer 9:

It is left to the discretion of each proposer to propose a method for freight or delivery charges that aligns to its business practices and meets all applicable industry standards, laws, and regulations. A proposer should include all relevant information and fully describe the total cost of acquisition for a participating entity in its proposal.

Question 10:

With regard to the Financial Viability request for information, is a letter from a bank acceptable to verify our good standing and fiscal responsibility.

Answer 10:

Refer to Table 2, Question 12 of the Sourcwell questionnaire tables.

Question 11:

Please confirm when Contractors are permitted to add additional authorized dealers to the contract.

Answer 11:

Proposers may add new dealers as needed. Refer to template contract Section 2. C. – Dealers, Distributors, and/or Resellers, for the manner in which an awarded supplier provides sales or service provider updates during the contract term.

Question 12:

Please clarify what is the process is to add a dealer.

Answer 12:

Refer to Answer 11 above.

Question 13:

Please clarify what information (per dealer) is needed for the dealer list.

Answer 13:

See Answer 11 above.

Question 14:

Please clarify if Sourcewell and/or its members require small business utilization. If so, would it be advantageous to include this detail with our dealer list submission?

Answer 14:

Proposers may include and elaborate on small business information in Table 8, Question 45 of the questionnaire.

Question 15:

Although separate legal entities, we have an extension of our company in Canada, which has different product offerings, uses Canadian dollars, and different pricing structures. Would they submit their own proposal for the Canadian members? Would we submit one proposal in entirety, naming them as an authorized agent under our contract? If yes, may we provide reporting separately based upon the different currencies and discount structures?

Answer 15:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate its capabilities in the manner that best aligns with their business methods.

End of Addendum

Acknowledgement of this Addendum to RFP 091423 posted to the Sourcewell Procurement Portal on 08/31/2023, is required at the time of proposal submittal.



09/05/2023

Addendum No. 4

Solicitation Number: RFP 091423

Solicitation Name: Furniture Solutions with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it acceptable for a Supplier to propose installation to be negotiated between Authorized Dealer and the participating entity? If not, can we provide a not to exceed hourly rate for these services?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Please provide additional clarification regarding the required Standard Transaction Document Samples.

Answer 2:

As stated in the Sourcewell questionnaire, Table 10, Question 56, standard transaction documents are those that that would be used in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.).

End of Addendum

Acknowledgement of this Addendum to RFP 091423 posted to the Sourcewell Procurement Portal on 09/05/2023, is required at the time of proposal submittal.



ITEM # 6

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 CONSTRUCTION OF MONTEBELLO BOULEVARD STREET RESURFACING PROJECT (CP NO. 888) AND PROCEED WITH BID ADVERTISEMENT**

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for the Montebello Boulevard Street Resurfacing Project (CP No. 888); 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 888). As soon as staff evaluate all bids, a recommendation for contract award and approval will be made at the May 14, 2025 City Council meeting and include a well-defined project budget. At the time of contract award, Staff will make recommendations for amending the Fiscal Year 2024-25 budget if needed. This project will continue into FY 2025-26 and appropriate funding will be included in next year's CIP budget.

BACKGROUND/DISCUSSION:

This project aims to rehabilitate the asphalt pavement on Montebello Boulevard between Lincoln Avenue and Los Angeles Avenue. The project enhances transportation

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

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infrastructure, improves ADA compliance and includes the addition of center median islands as part of a safety and beautification effort.

The final construction plans (Attachment A) and specifications (Attachment B) are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement and purchasing policies and applicable municipal code. The City Council is required to approve and adopt construction documents and authorize the bid request for all public projects. The bid advertisement phase 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 Section 3.20.110 - Bidding procedure prescribed.

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

Tasks	Timeline
Bid Period	March 28, 2025 to April 23, 2025
Questions or Request for Information	April 10, 2025 to April 17, 2-25 at 12:00 pm
Bid Opening	April 23, 2025 at 11:00 am
Award of Contract (Tentative)	May 14, 2025 City Council Meeting
Commence Construction	June 2025
Complete Construction	February 2026
Close out Project	March 2026

ENVIRONMENTAL:

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

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council adopt the 100% completed plans, specifications, and engineer's estimate (PS&E) for construction of the Montebello Boulevard Street Resurfacing Project (CP 888); and approve Environmental Assessment pursuant to 14

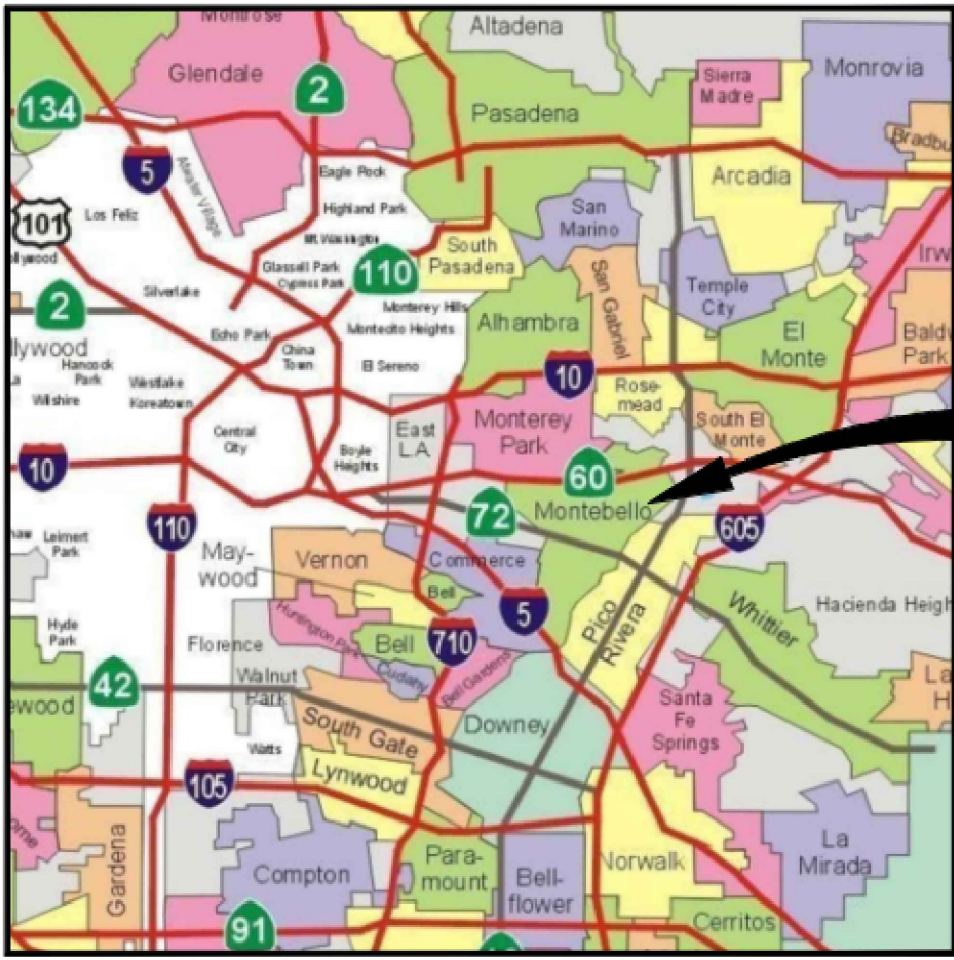
CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 3 of 3

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 - Plans - Montebello Blvd Street Resurfacing Project CP No. 888
2. Attachment B - Specifications - Montebello Blvd Street Resurfacing Project CP No. 888
3. Attachment C - CEQA NOE - Montebello Blvd Street Resurfacing Project CP No. 888



VICINITY MAP
NOT TO SCALE



City of Montebello

Engineering Division

PAVING THE WAY PROGRAM

ARTERIAL AND TRANSIT ROUTE STREETS PROP C

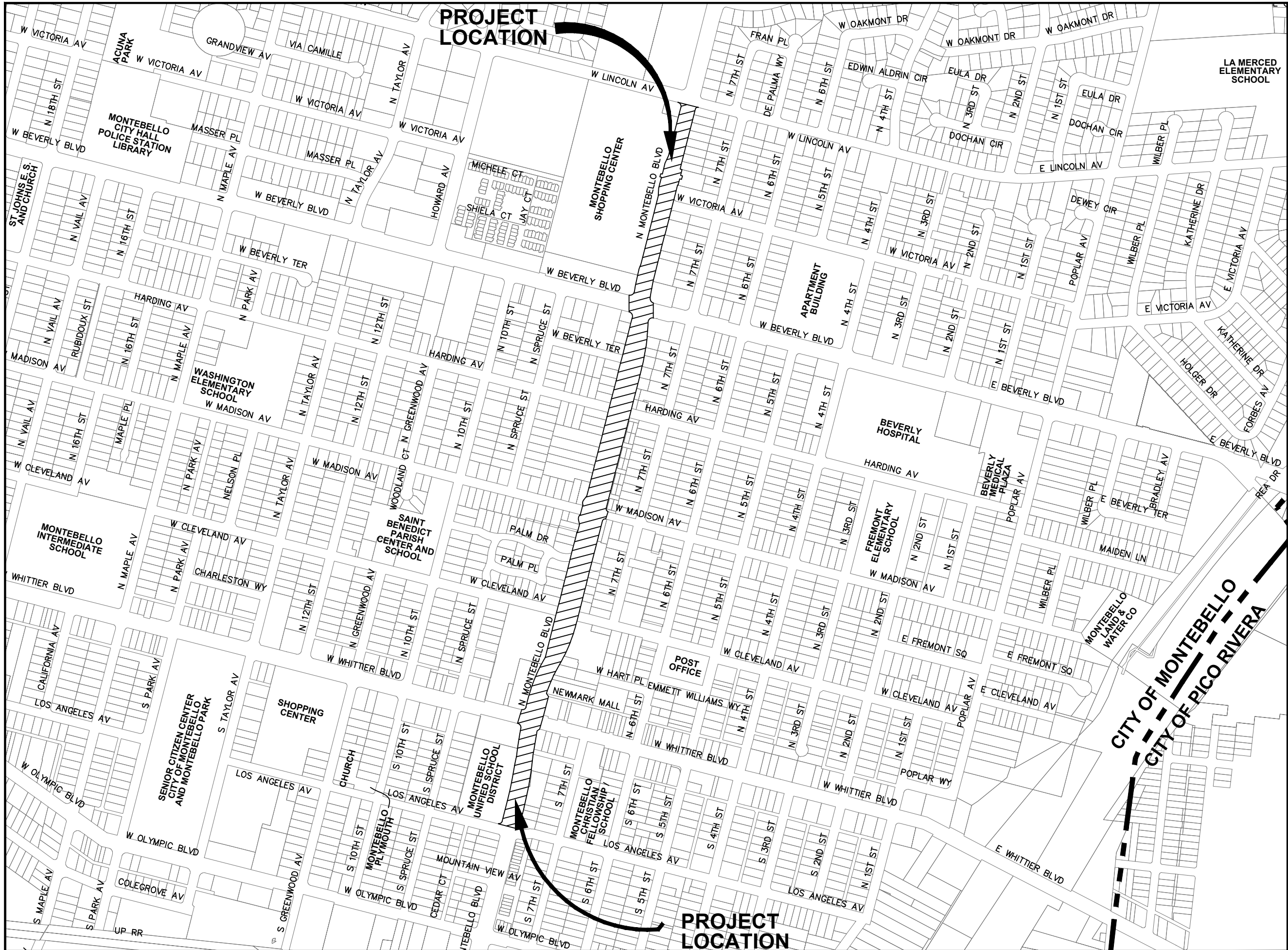
MONTEBELLO BOULEVARD FROM LOS ANGELES AVENUE TO LINCOLN AVENUE

CIP NO. 888

INDEX OF DRAWINGS

DWG NO.	SHEET	DESCRIPTION
1	T-1	TITLE SHEET
2	G-1	GENERAL NOTES
3	CD-1	CURB RAMP AND DRIVEWAY DETAILS
4	X-1	TYPICAL SECTIONS
5	C-1	STREET IMPROVEMENT PLAN FOR MONTEBELLO BOULEVARD FROM LOS ANGELES AVENUE TO STA 19+50
6	C-2	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 19+50 TO STA 24+00
7	C-3	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 24+00 TO STA 28+50
8	C-4	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 28+50 TO STA 33+00
9	C-5	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 33+00 TO STA 37+50
10	C-6	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 37+50 TO STA 42+00
11	C-7	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 42+00 TO STA 46+50
12	C-8	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 46+50 TO STA 51+00
13	C-9	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 51+00 TO STA 55+50
14	C-10	STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD FROM STA 55+50 TO STA 60+00
15	SS-1	SIGNING AND STRIPING PLANS
16	SS-2	SIGNING AND STRIPING PLANS
17	SS-3	SIGNING AND STRIPING PLANS
18	IP-0	IRRIGATION LEGEND AND NOTES
19	IP-1	IRRIGATION PLAN
20	IP-2	IRRIGATION PLAN
21	IP-3	IRRIGATION PLAN
22	IP-4	IRRIGATION PLAN
23	ID-1	IRRIGATION DETAILS
24	ID-2	IRRIGATION DETAILS
25	ID-3	IRRIGATION DETAILS
26	LA-1	LANDSCAPE LAYOUT PLAN
27	LA-2	LANDSCAPE LAYOUT PLAN
28	LA-3	LANDSCAPE LAYOUT PLAN
29	LA-4	LANDSCAPE LAYOUT PLAN
30	PP-0	PLANTING PLANS
31	PP-1	PLANTING PLANS
32	PP-2	PLANTING PLANS
33	PP-3	PLANTING PLANS
34	PP-4	PLANTING PLANS
35	PD-1	PLANTING DETAILS

TOTAL SHEET COUNT = 35



LOCATION MAP
NOT TO SCALE

LEGEND:
PROJECT LOCATION
CITY LIMIT

PROJECT UTILITY CONTACTS:

CENTRAL BASIN MUNICIPAL WATER DISTRICT	MS. ISABELLE GUIDO (323) 201-5541 ISABELLEG@CENTRALBASIN.ORG
CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY	MR. ALLEN JUST (714) 508-2677 ALLEN.JUST@ARCADIS.COM
CITY OF MONTEBELLO SEWER	MR. JUAN HERNANDEZ JHERNANDEZ@MONTEBELLO.CA.GOV
CRIMSON PIPELINE	MR. JEFF KOHN (562) 822-5656 JKOHN@CRIMSONPL.COM
CROWN CASTLE	(800) 654-3110 FIBER.DIG@CROWNCastle.COM
MCI VERIZON BUSINESS	MCI VERIZON BUSINESS INVESTIGATIONS@VERIZON.COM
MONTEBELLO LAND AND WATER COMPANY	MR./MS. KOREY (323) 722-8654 KOREY@MTBLW.COM
REDFLEX TRAFFIC SYSTEMS	(800) 568-8405 DESIGNTICKETS@ATSOL.COM
SAN GABRIEL VALLEY WATER COMPANY	MS. KAILYN (626) 448-6183 KPHU@SGVWATER.COM
SCE TRANSMISSION	MAPREQUESTS@SCE.COM
SOCALGAS DISTRIBUTION	MR. JASON SUM (310) 687-2011 JSUM@SOCALGAS.COM COMPTONUTILITYREQUEST@SEMPRAUTILITIES.COM
SPECTRUM	MR. JAMES BIGGS 626-430-3337 JAMES.BIGGS@CHARTER.COM

J:\MONTEBELLO\22-00179 AS-NEEDED SVCS\TOS-MONTEBELLO BLVD\CADD\SHEETS\01_T-1.DWG



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

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
No. _____
Exp. _____
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____ DATE: _____

REVIEWED BY: _____
CITY ENGINEER _____ DATE _____

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

TITLE SHEET

Sheet Number:

T-1

Sheet 1 of 35

100% SUBMITTAL - NOT FOR CONSTRUCTION

GENERAL NOTES:

1.

ALL NOTES STATED HEREIN APPLIES TO THE PROJECT AND ALL THE SHEETS.
2.

ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF MONTEBELLO, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION), CALTRANS STANDARD PLANS AND SPECIFICATION, AND ALL SAFETY REGULATIONS, CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY OF MONTEBELLO OF ANY DISCREPANCIES.
4.

PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES IMPACT ON THE ACCESS TO ANY DRIVEWAY AND/OR IMPACT ON FRONTAGE BUSINESSES.
5.

THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOW ON THESE PLANS.
6.

THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) (LATEST EDITION) TO THE SATISFACTION OF THE CITY OF MONTEBELLO. TRAFFIC CONTROL SHALL BE PROVIDED ALL THE TIME AND TRAFFIC CONTROL PLANS TO BE APPROVED BY THE CITY OF MONTEBELLO PRIOR TO START OF CONSTRUCTION.
7.

THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLANS. HE SHALL PROVIDE 24-HOUR SERVICE TO REMOVE, INSTALL, RELOCATE AND MAINTAIN WARNING DEVICES. THE CONTRACTOR SHALL PROVIDE A PHONE NUMBER WHERE THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THIS PROJECT CAN BE REACHED 24 HOURS A DAY, SEVEN DAYS A WEEK.
8.

LOCATIONS OF EXISTING SURFACE UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATION. SOME OF THE STREET RECONSTRUCTION WORK WILL BE IN CLOSE PROXIMITY OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION TO THE ACCURACY OF THE LOCATION, OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OR THE PROJECT.
9.

PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT. AT NO ADDITIONAL COST TO THE CONTRACTOR SHALL NOTIFY THE CITY OF MONTEBELLO OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
10.

WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
11.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
12.

THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
13.

ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE, AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
14.

IN SHOWING UTILITIES MARK THOMAS HAS PROVIDED INFORMATION RECEIVED FROM THE UTILITIES. IN SOME CASES, SERVICE CONNECTIONS ARE SHOWN. HOWEVER, PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE SUCH AND TO PROTECT IN PLACE.
15.

MARK THOMAS HAS NOT OBTAINED PLANS FOR UNDERGROUND FACILITIES OF LOOPS, CONDUITS, ETC. NOR HAVE SUCH FACILITIES BEEN FULLY PLOTTED ON THE PLANS. THE CONTRACTOR IS ADVISED TO LOCATE THE TRAFFIC SIGNAL UNDERGROUND FACILITIES BEFORE EXCAVATION OF THE TRENCH AND PROTECT IN PLACE. CONTRACTOR SHALL CONTACT THE LOS ANGELES COUNTY'S TRAFFIC SIGNAL MAINTENANCE DEPARTMENT AND COORDINATE THE WORK.
16.

THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES AND UTILITIES IN PLACE UNLESS OTHERWISE NOTED.
17.

THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF CITY OF MONTEBELLO. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
18.

AT NO TIME IS ANY BUSINESS OR RESIDENT TO BE WITHOUT ACCESS TO THEIR PROPERTY UNLESS OTHERWISE APPROVED BY THE CITY OF MONTEBELLO. THE CONTRACTOR SHALL RAMP OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
19.

A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREET. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.
20.

THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.
21.

CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPER CHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
22.

ALL MANHOLES, VALVE BOXES AND SIMILAR APPURTENANT STRUCTURES SHALL BE LEFT BELOW SUBGRADE DURING PAVING AND THE CONTRACTOR SHALL RAISE SAID STRUCTURES TO FINISHED GRADE AFTER PAVING AND MAKE NECESSARY REPAIRS TO PAVEMENT.
23.

ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
24.

CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.

GENERAL NOTES (CONTINUED):

25.

THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY OF MONTEBELLO AND THE COUNTY SUPERVISOR.
26.

ALL NECESSARY MATERIALS & COMPACTION TESTING RELATED TO STREET WORK IS TO BE ARRANGED BY THE CITY.
27.

WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMAL INCONVENIENCE TO THE PUBLIC.
28.

THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE PROPOSED IMPROVEMENTS FRONTING THEIR PROPERTY PER SECTION 400-1 OF THE STANDARD SPECIFICATIONS.
29.

TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
30.

CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.
31.

NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVERNIGHT WITHIN PUBLIC RIGHT-OF-WAY. A TEMPORARY USE PERMIT (T.U.P.) APPLICATION MUST BE OBTAINED FROM THE CITY OF MONTEBELLO PRIOR TO STORAGE OF ANY EQUIPMENT OF MATERIALS ON PUBLIC OR PRIVATE PROPERTY WITHIN THE MONTEBELLO CITY LIMITS DURING DAY TIME.
32.

TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES IN ACCORDANCE WITH THE LATEST CALIFORNIA MUTCD SUPPLEMENT AND TRAFFIC CONTROL PLAN TO BE PREPARED BY CONTRACTOR AND APPROVED BY CITY.
33.

THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" LICENSE ISSUED BY THE STATE OF CALIFORNIA.
34.

THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES 2 FULL WORKING DAYS PRIOR TO STARTING ANY WORK:

CITY ENGINEERING DIVISION

— (323) 887-1200 EXT. 460

POLICE DEPARTMENT

— (323) 887-1313

FIRE DEPARTMENT

— (323) 887-4510

PUBLIC TRANSIT

— (323) 558-1625
35.

AS-BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY OF MONTEBELLO.

STORM WATER POLLUTION REQUIREMENT:

- STORM WATER POLLUTION CONTROL REQUIREMENTS FOR STREET, SEWER, AND STORM DRAIN CONSTRUCTION

A.

BEST MANAGEMENT PRACTICES (BMP) FOR CONSTRUCTION ACTIVITIES

THE FOLLOWING IS INTENDED AS AN ATTACHMENT FOR CONSTRUCTION AND REPRESENTS THE MINIMUM STANDARDS OF GOOD HOUSEKEEPING WHICH MUST BE IMPLEMENTED ON ALL CONSTRUCTION SITES, REGARDLESS OF SIZE.

1.

ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.

2.

STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.

3.

FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS SHALL NOT BE WASHED INTO THE DRAINAGE SYSTEM.

4.

EXCESS OR WASTE CONCRETE SHALL NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.

5.

TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.

6.

SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.

7.

ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

B.

THE FOLLOWING BMPs AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICES HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA (LATEST EDITION), MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS).

C440

EMPLOYEE TRAINING

TC-1

STABILIZED CONSTRUCTION ENTRANCE/EXIT

EC-1

SCHEDULING

TC-3

ENTRANCE/OUTLINE TIREWASH

EC-2

PRESERVATION OF EXISTING VEGETATION

WE-1

WIND EROSION CONTROL

NS-1

WATER CONSERVATION PRACTICES

WM-1

MATERIAL DELIVERY AND STORAGE

NS-3

PAVING OPERATIONS

WM-2

MATERIAL USE

NS-7

POTABLE WATER/IRRIGATION

WM-3

STOCKPILE MANAGEMENT

NS-8

VEHICLE AND EQUIPMENT CLEANING

WM-4

SPILL PREVENTION AND CONTROL

NC-9

VEHICLE AND EQUIPMENT FUELING

WM-5

SOLID WASTE MANAGEMENT

NS-10

VEHICLE AND EQUIPMENT MAINTENANCE

WM-6

HAZARDOUS WASTE MANAGEMENT

NS-12

CONCRETE CURING

WM-7

CONTAMINATED SOIL MANAGEMENT

NS-13

CONCRETE FINISHING

WM-8

CONCRETE WASTE MANAGEMENT

SE-7

STREET SWEEPING AND VACUUMING

WM-9

SANITARY/SPECIFIC WASTE MANAGEMENT

SE-8

SAND BAG BARRIER

SE-10

STORM DRAIN INLET PROTECTION

SC-21

VEHICLE AND EQUIPMENT CLEANING

SC-20

VEHICLE AND EQUIPMENT FUELING

SC-22

VEHICLE AND EQUIPMENT REPAIRS

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN IN OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS, THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATIONS AND ORDERS. THE CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY AND CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OR WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

GENERAL STRIPING, MARKING AND SIGNING NOTES:

1.

REMOVAL, ADJUSTMENTS, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.

2.

ALL TRAFFIC SIGNALS AND SAFETY LIGHTING ARE TO BE MAINTAINED OPERATIONAL TO MEET CITY OF MONTEBELLO TRAFFIC SIGNAL SPECIFICATIONS.

3.

ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT IS DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTIONS OF THE CITY TRAFFIC ENGINEER.

4.

ANY TRAFFIC SIGNAL WORK TO BE DONE BY AN ELECTRICAL CONTRACTOR SPECIALIZING IN TRAFFIC SIGNAL CONSTRUCTION WHO HAS A STATE LICENSE THEREFOR MUST BE APPROVED BY THE CITY OF MONTEBELLO.

5.

PERMITS TO PERFORM WORK WITHIN THE PUBLIC RIGHT-OF-WAY MUST BE OBTAINED FROM THE CITY OF MONTEBELLO. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY MUST BE PERFORMED BY A CONTRACTOR HOLDING A VALID STATE OF CALIFORNIA CONTRACTOR'S LICENSE AND CITY OF MONTEBELLO BUSINESS LICENSE, SUFFICIENT TO QUALIFY THE CONTRACTOR/SUBCONTRACTOR TO DO WORK. CONTRACTOR MUST HAVE ON FILE WITH THE CITY OF MONTEBELLO A CERTIFICATION OF INSURANCE.

6.

CONTRACTOR SHALL PHOTOGRAPH/VIDEO THE EXISTING STRIPING AND CURB MARKINGS BEFORE REMOVAL TO PROVIDE A RECORD FOR USE IN RESTORING STRIPING AND CURB MARKING UPON COMPLETION OR PAVING WORK. COPY OF PICTURES/VIDEO IN CD ROM SHALL BE GIVEN TO CITY TRAFFIC ENGINEER BEFORE INSTALLING NEW STRIPING AND CURB MARKINGS.

7.

ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).

8.

ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.

9.

REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING. DAMAGED PAVEMENT AND/OR HOLES SHALL BE PATCHED WITH E-PG 64-10 ASPHALT CONCRETE PAVEMENT.

10.

LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE. BEFORE GRINDING STREET PAVEMENT SURFACE, CONTRACTOR IS TO MEASURE AND VIDEO SURFACE FOR USE IN LATER REPLACEMENT OF LINES IN SAME LOCATIONS ON NEW PAVING.

11.

PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.

12.

CONTRACTOR SHALL REPAINT ALL EXISTING STRIPING AND MARKINGS 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.

13.

THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS AND PROPERTY NUMBERS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.

LIST OF STANDARD DRAWINGS:

CALTRANS STANDARD DRAWINGS

2023 EDITION:

A20A	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A20B	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A20D	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A24A	PAVEMENT MARKINGS ARROWS
A24D	PAVEMENT MARKINGS WORDS
A24E	PAVEMENT MARKINGS WORDS
A24F	PAVEMENT MARKINGS CROSSWALKS
A24G	PAVEMENT MARKINGS YIELD LINES, LIMIT LINES, AND WRONG WAY DETAILS
A73C	DELINEATORS, CHANNELIZERS AND BARRICADES
A90B	ACCESSIBLE PARKING ON-STREET
ES-5A	ELECTRICAL SYSTEMS (LOOP DETECTORS)
ES-5B	ELECTRICAL SYSTEMS (DETECTORS)

SPPWC STANDARD PLANS

2021 EDITION:

110-2	DRIVEWAY APPROACHES
111-5	CURB RAMP
112-2	CURB AND SIDEWALK JOINTS
113-2	SIDEWALK AND DRIVEWAY REPLACEMENT
120-2	CURB AND GUTTER – BARRIE
122-2	CROSS AND LONGITUDINAL GUTTERS
131-2	CONCRETE BUS PAD
132-3	CONCRETE PAVEMENT REPLACEMENT
133-3	ASPHALT CONCRETE PAVEMENT REPLACEMENT
134-2	CONCRETE PAVEMENT JOINT DETAILS
150-3	CURB DRAIN
205-2	SEWER MANHOLE ADJUSTMENT
206-2	MANHOLE RAISING RINGS
523-2	ROOT PRUNING

ABBREVIATIONS:

AC	–	ASPHALT CONCRETE
BCR	–	BEGINNING OF CURB RETURN
BW	–	BACK OF WALK
CAB	–	CRUSHED AGGREGATE BASE
CB	–	CATCH BASIN
CL	–	CENTERLINE
C&G	–	CURB AND GUTTER
CMB	–	CRUSHED MISCELLANEOUS BASE
ECAB	–	ELECTRICAL CABINET
ECR	–	END OF CURB RETURN
EG	–	EDGE OF GUTTER
EL	–	ELEVATION
EX	–	EXISTING
FH	–	FIRE HYDRANT
FL	–	FLOW LINE
FS	–	FINISHED SURFACE
GB	–	GRADE BREAK
GW	–	GUY WIRE
PCC	–	PORTLAND CEMENT CONCRETE
PL	–	PROPERTY LINE
PP	–	POWER POLE
RL	–	RED LIGHT
R/W	–	RIGHT-OF-WAY
STA	–	STATION
STR GR	–	STRAIGHT GRADE
TC	–	TOP OF CURB
VAR	–	VARIES
WV	–	WATER VALVE

GENERAL CONSTRUCTION NOTES:

1.

PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.

2.

PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.

3.

BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.

4.

THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.

5.

THE CONTRACTOR SHALL VERIFY WITH THE CITY ENGINEER THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND PAVEMENT.

6.

THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.

7.

GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.

8.

SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

REMOVAL NOTES:

P	PROTECT-IN-PLACE
1	COLD MILL EXIST AC PAVEMENT (2")
2	SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
3	SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE.
4	SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
5	SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
6	SAWCUT AND REMOVE EXIST CURB RAMP
7	SAWCUT AND REMOVE EXIST CROSS GUTTER
8	SAWCUT AND REMOVE EXIST DRIVEWAY APPROACH
9	REMOVE OBJECT MARKERS, HAUL AWAY AND DISPOSE
10	REMOVE PEDESTRIAN PUSH BUTTON, HAUL AWAY AND DISPOSE
11	SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB
12	NOT USED
13	SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB
14	REMOVE TREES AND VEGETATION
15	SAWCUT AND REMOVE EXIST MEDIAN TREATMENT, SEE PLANTING PLAN

CONSTRUCTION NOTES:

①

CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")

②

CONSTRUCT 9.0" OF FULL DEPTH AC

③

CONSTRUCT CONCRETE CURB AND GUTTER A2-8 PER SPPWC STD. PLAN 120-2

④

CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD. PLANS 113-2

⑤

CONSTRUCT CONCRETE CROSS GUTTER PER SPPWC STD. PLAN 122-2

⑥

CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3

⑦

CONSTRUCT CONCRETE DRIVEWAY APPROACH PER SPPWC STD. PLAN 110-2 TYPE A

⑧

CONSTRUCT CONCRETE CURB RAMPS PER SPPWC STD. PLAN 111-5 (CASE AND TYPE PER PLAN)

⑨

INSTALL DETECTABLE WARNING SURFACE ON EXISTING CURB RAMP PER SPPWC STD. PLAN 111-5

⑩

GRIND PCC JOINT

⑪

ADJUST TO GRADE, UTILITY PER PLAN

⑫

CONSTRUCT MEDIAN FLARE PER SPPWC STD. PLAN 141-2. LENGTH PER PLAN

⑬

CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION

⑭

NOT USED

⑮

CONSTRUCT RETAINING CURB

⑯

CONSTRUCT INLAID COBBLE, SEE PLANTING DETAIL 6

⑰

INSTALL SERVICE EQUIPMENT ENCLOSURE, TYPE III-B PER CALTRANS STD PLAN ES-2E

⑱

CONSTRUCT 9.0" OF FULL DEPTH PCC

LEGEND:

	COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
	SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
	PROPOSED AC PAVEMENT

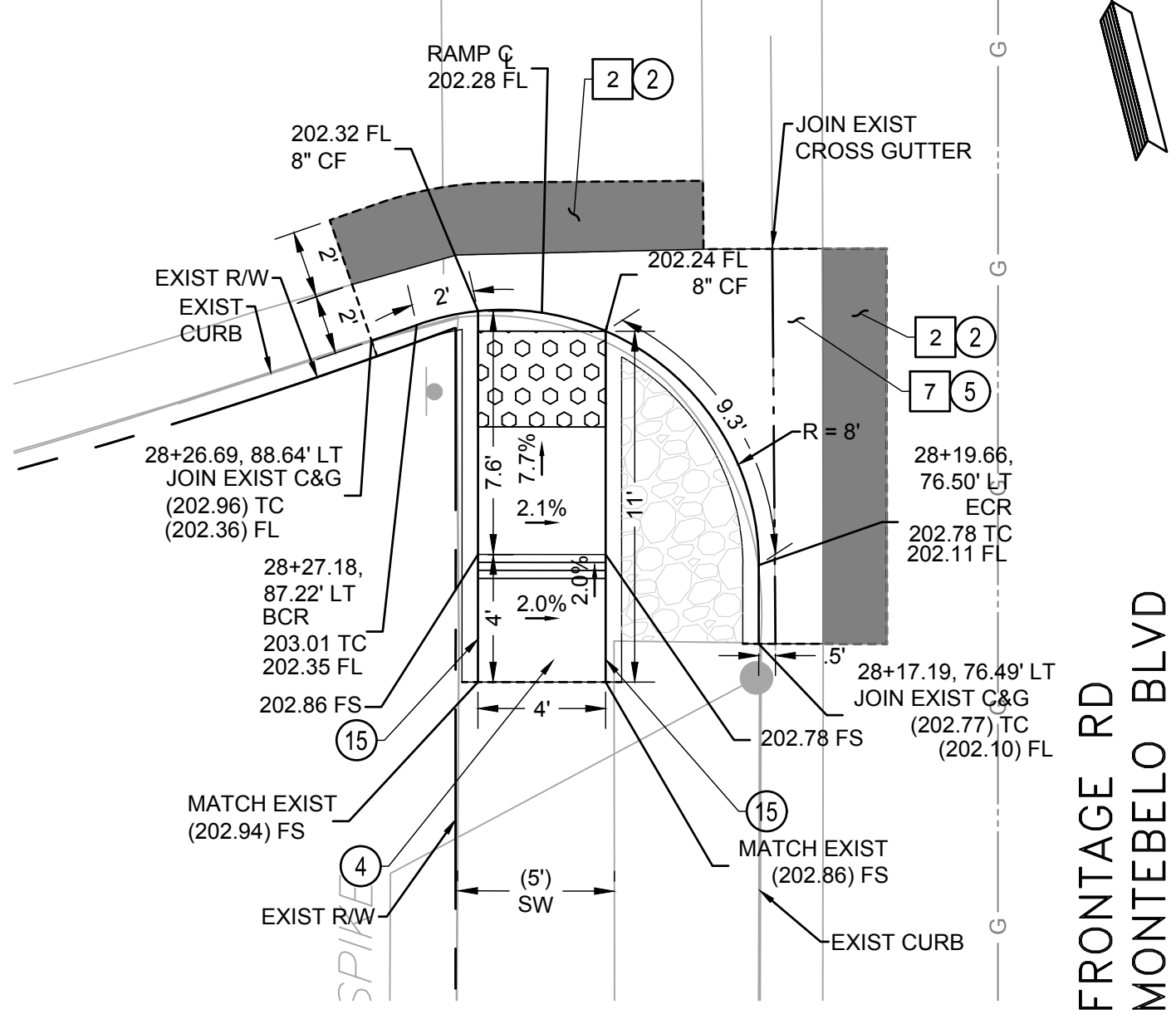
J:\MONTEBELLO\22-001079 AS-NEEDED SVCS\1_T05-MONTEBELLO BLVD\CA05DSHEETS\02_G-1.DWG

CONTACT 811 BEFORE YOU DIG 811 SAFE DIGGING PARTNER	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.	<table><tr><th>NO.</th><th>DATE</th><th>BY</th><th>DESCRIPTION</th><th>APPROV.</th></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>	NO.	DATE	BY	DESCRIPTION	APPROV.																					UNDER THE SUPERVISION OF: REGISTERED PROFESSIONAL ENGINEER No. _____ Exp. _____ CIVIL STATE OF CALIFORNIA	MARK THOMAS MARK THOMAS & COMPANY 2121 ALTON PARKWAY, SUITE 210 IRVINE, CA 92606 DESIGNED BY: _____ DRAWN BY: _____ CHECKED BY: _____ DATE: _____	REVIEWED BY: _____ CITY ENGINEER _____ DATE _____	PAVING THE WAY PROGRAM (2ND & 3RD YEAR) ARTERIAL AND TRANSIT ROUTE STREETS PROP C GENERAL NOTES	Sheet Number: G-1 Sheet 2 of 35
NO.	DATE	BY	DESCRIPTION	APPROV.																												

100% SUBMITTAL - NOT FOR CONSTRUCTION

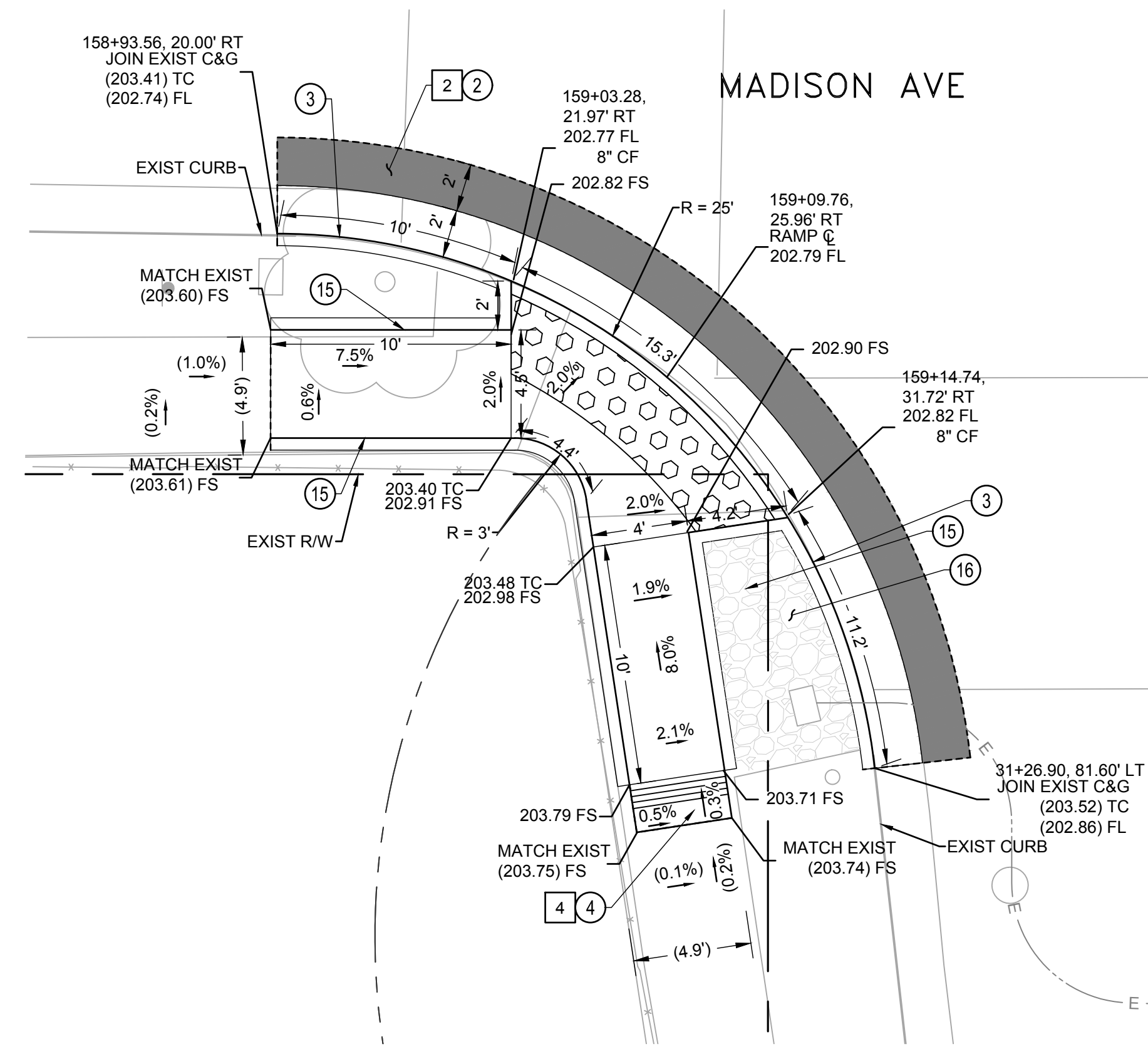
Page 403 of 1292

PALM DR



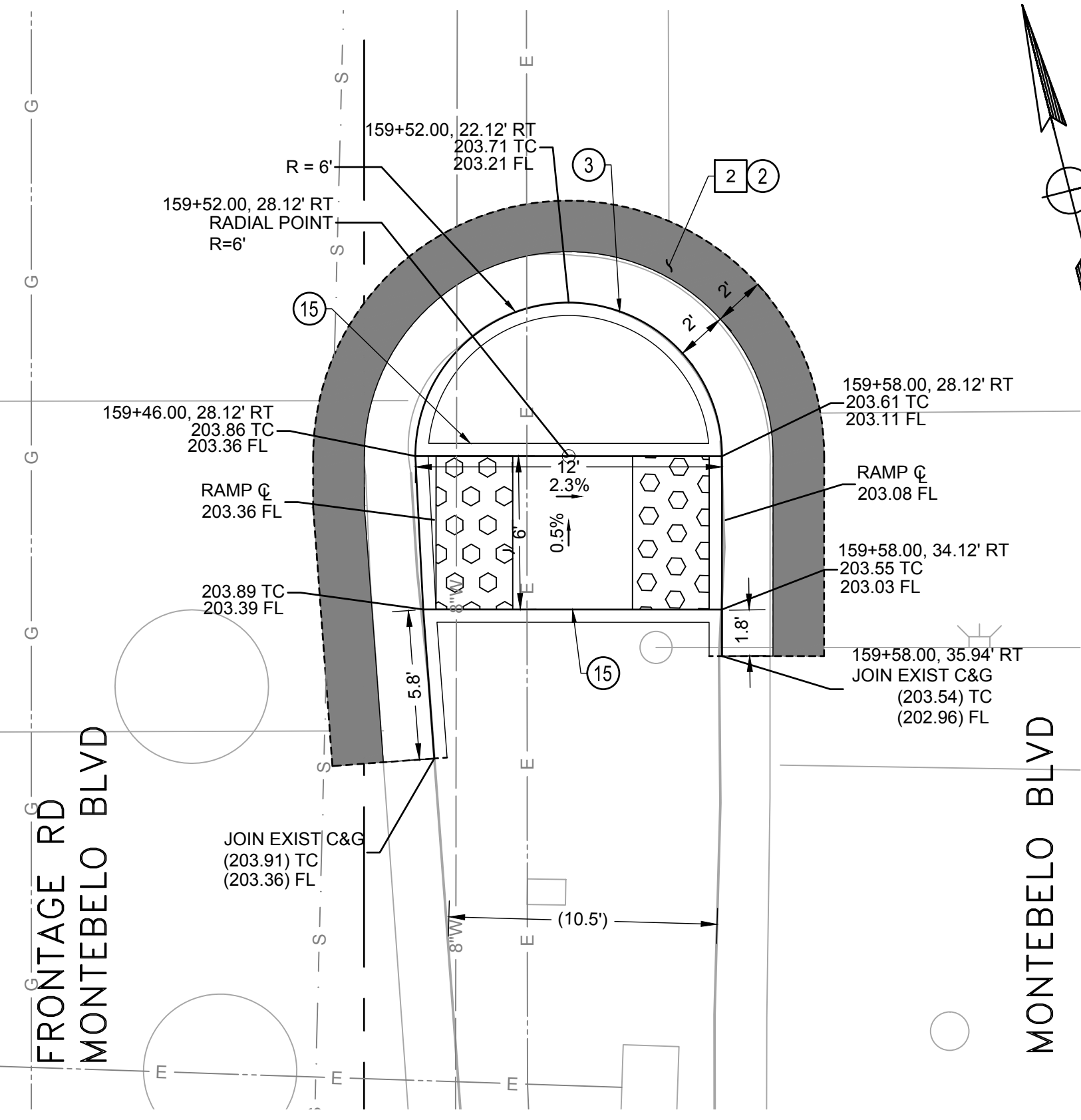
1 @ PALM DR - SW CURB RAMP DETAIL
CASE D TYPE 1
1" = 5'

MADISON AVE



2 @ MADISON AVE - SW CURB RAMP DETAIL
CASE E TYPE 2 MOD
1" = 5'

MADISON AVE



3 @ MADISON AVE - MEDIAN SW CURB RAMP DETAIL
CASE D TYPE 1 MOD
1" = 5'

REMOVAL NOTES:

- P PROTECT-IN-PLACE
- 2 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE AND SUB-BASE
- 3 SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE
- 4 SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
- 7 SAWCUT AND REMOVE EXIST CROSS GUTTER

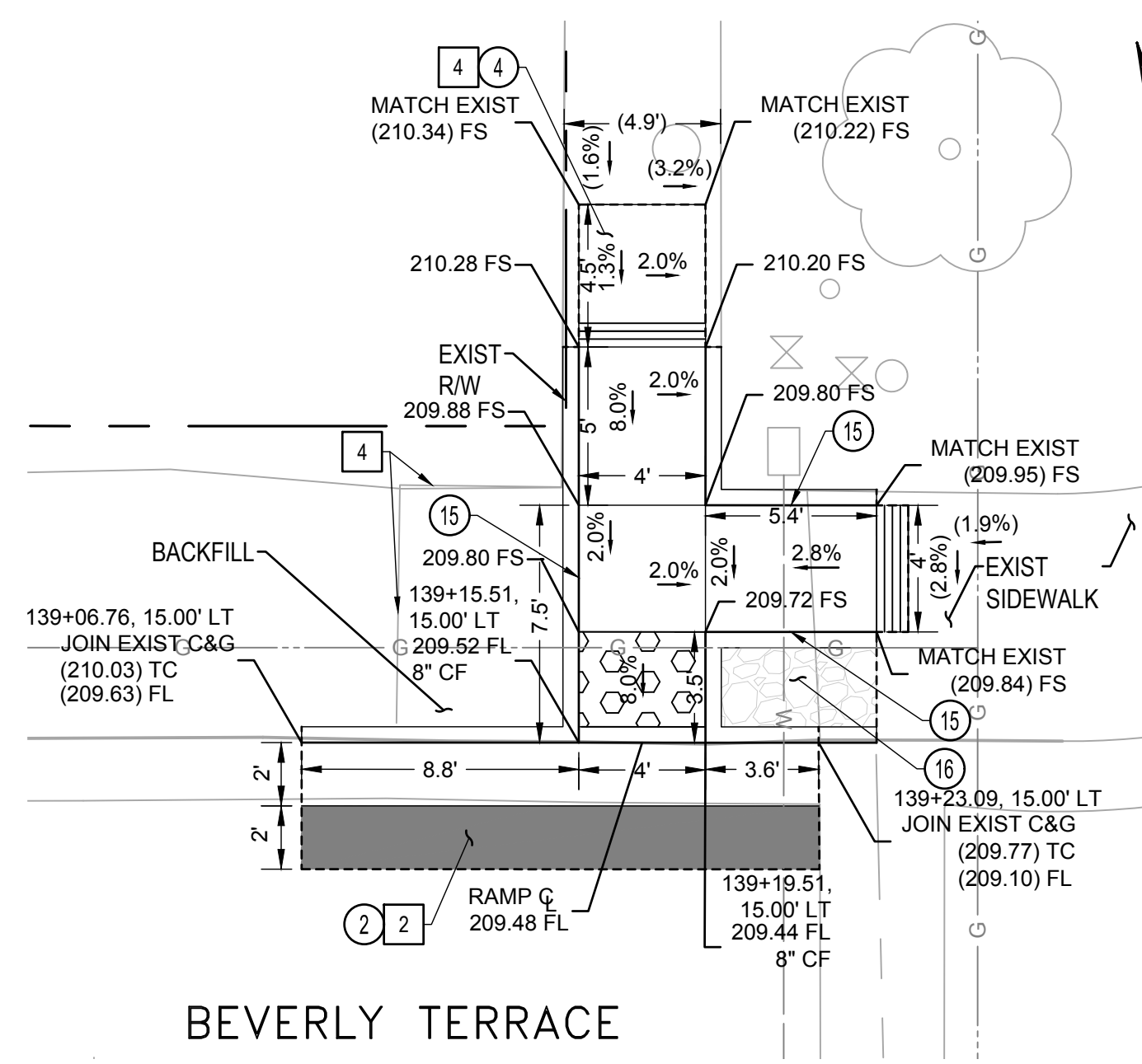
CONSTRUCTION NOTES:

- 2 CONSTRUCT 9.0" OF FULL DEPTH AC
- 4 CONSTRUCT 4" PCC SIDEWALK PER SPWPC STD. PLAN 113-2
- 5 CONSTRUCT CONCRETE CROSS GUTTER PER SPWPC STD. PLAN 122-2
- 11 ADJUST TO GRADE, UTILITY PER PLAN
- 15 CONSTRUCT RETAINING CURB
- 16 CONSTRUCT INLAID COBBLE STONE, SEE PLANTING DETAIL 6
- 18 CONSTRUCT 9.0" OF FULL DEPTH PCC

LEGEND:

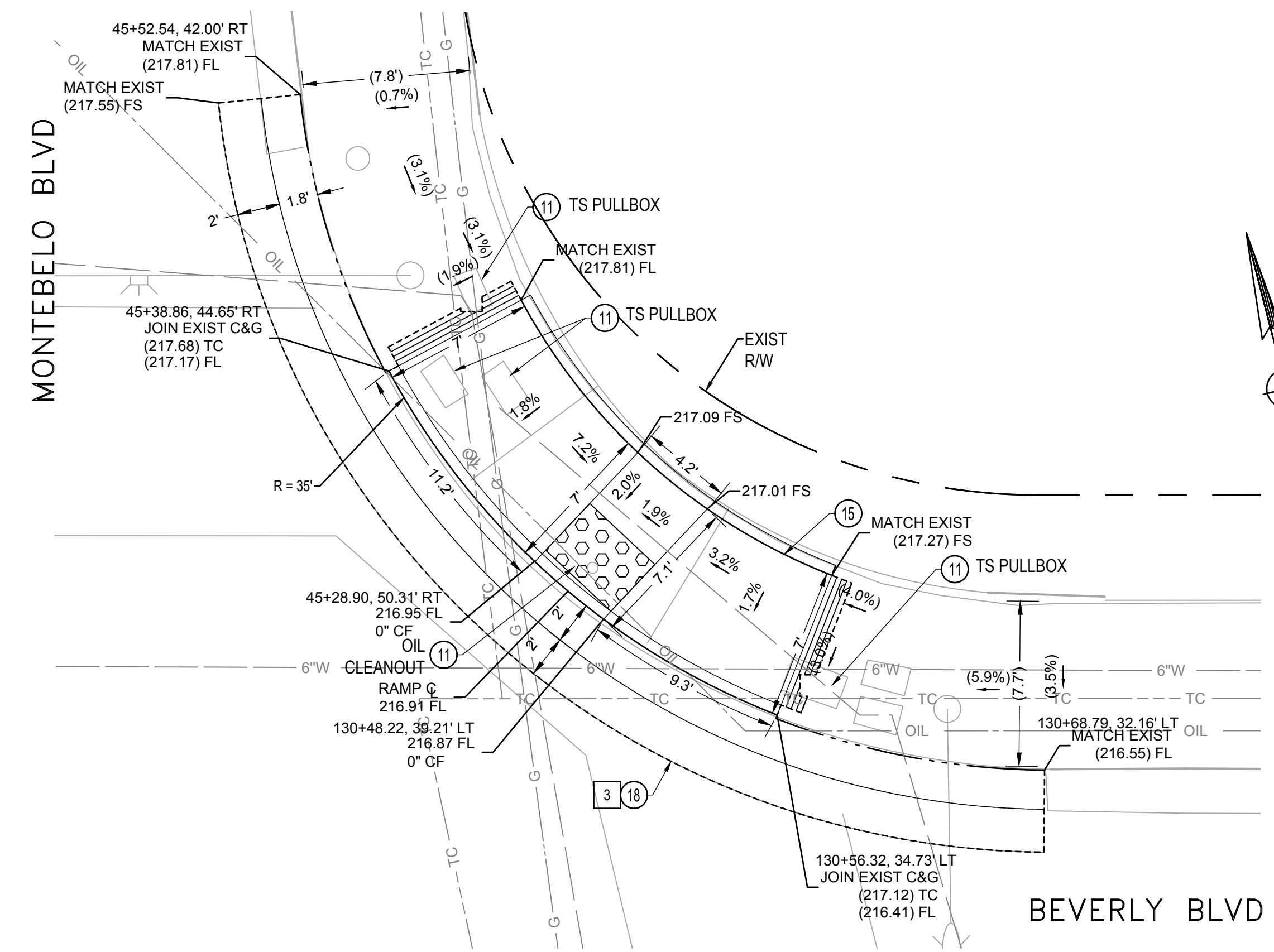
PROPOSED AC PAVEMENT

BEVERLY TERRACE



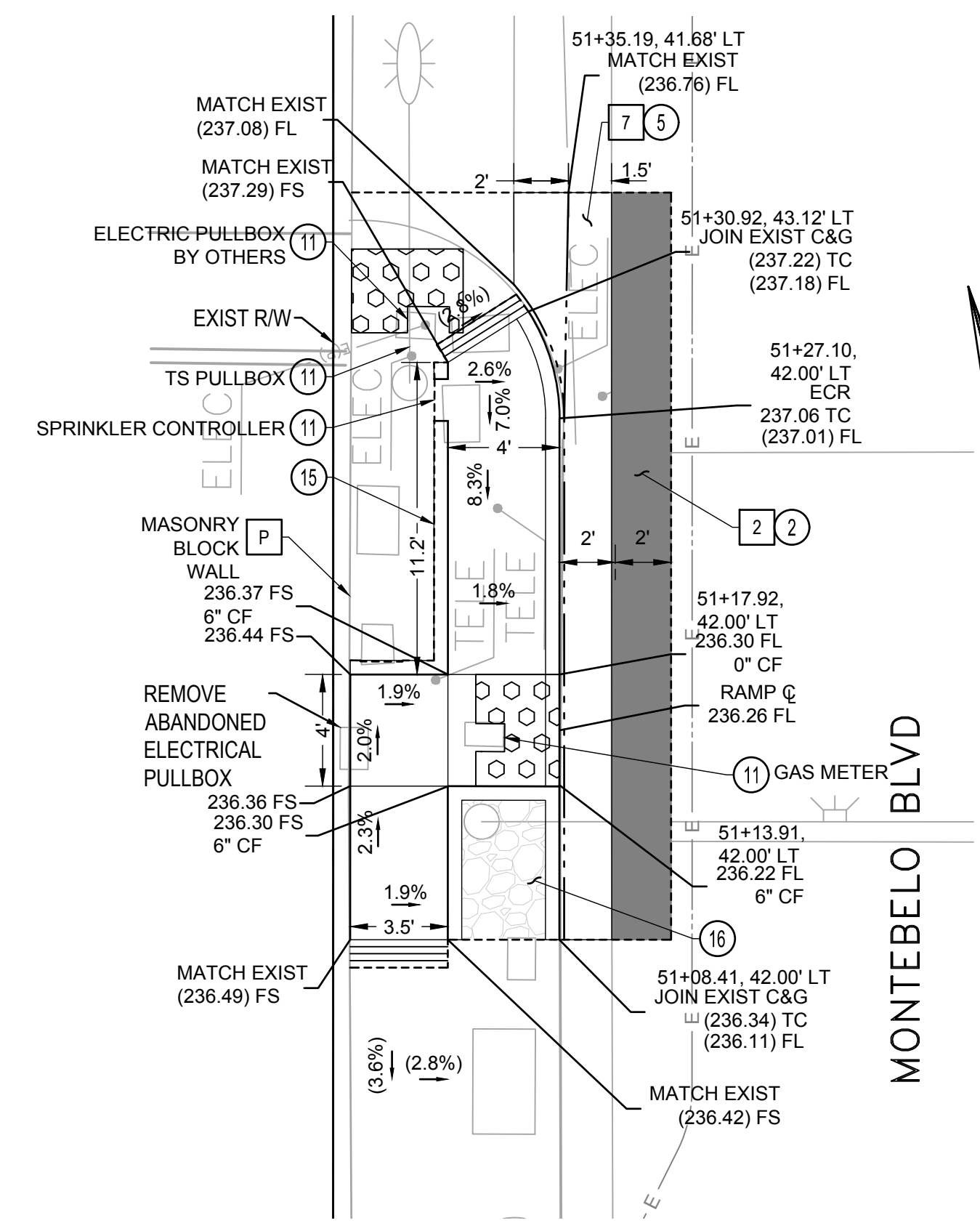
4 @ BEVERLY TERRACE - NW CURB RAMP DETAIL
CASE D TYPE 1
1" = 5'

MONTEBELLO BLVD



5 @ BEVERLY BLVD - NE CURB RAMP DETAIL
CASE B TYPE 1
1" = 5'

BEVERLY BLVD



6 @ VICTORIA AVE - SW CURB RAMP DETAIL
CASE E TYPE 2 MOD
1" = 5'

MONTEBELLO BLVD

J:\MONTEBELLO\22-00179 AS-NEEDED SVC\1_TOS-MONTEBELLO BLVD\CD\CD-SHEETS\14_CD-1 CURB RAMP DETAIL.DWG



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

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:
REGISTERED PROFESSIONAL ENGINEER
No.
Exp.
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:
CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
CURB RAMPS DETAIL SHEET

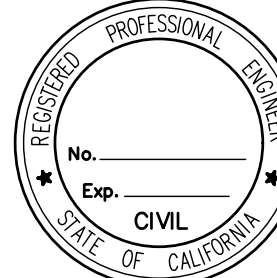
Sheet Number:
CD-1
Sheet 3 of 35

J:\MONTBELLO\22-00179 AS-NEEDED SVC\1\TOS-MONTBELLO BLVD\CADD\SHEETS\03_X-1.DWG



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

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:

MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:

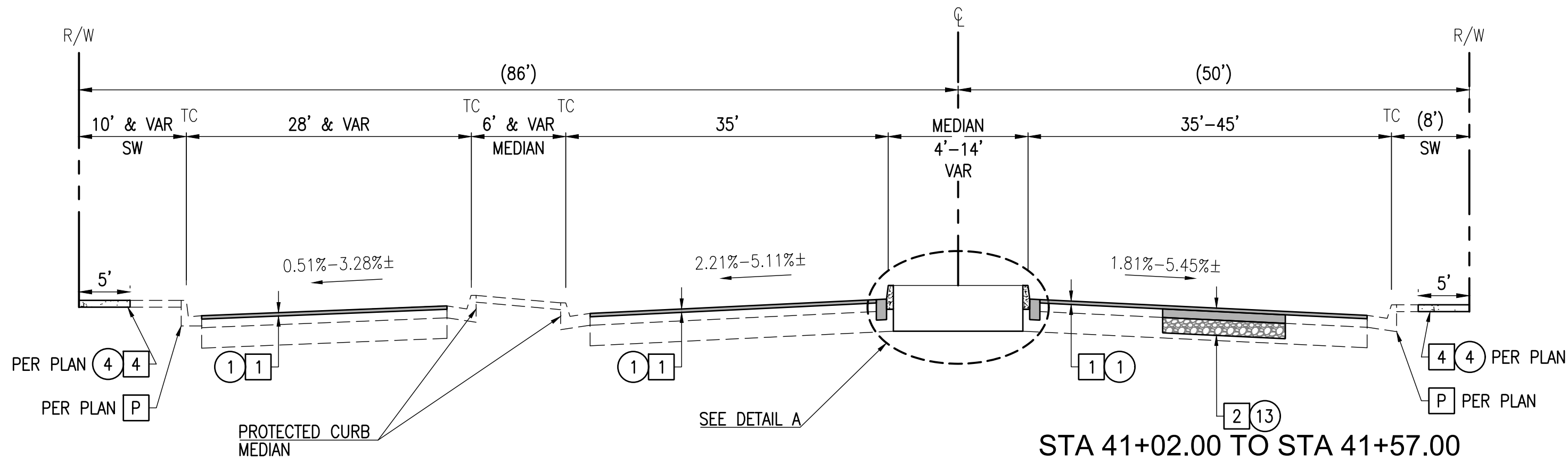
CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

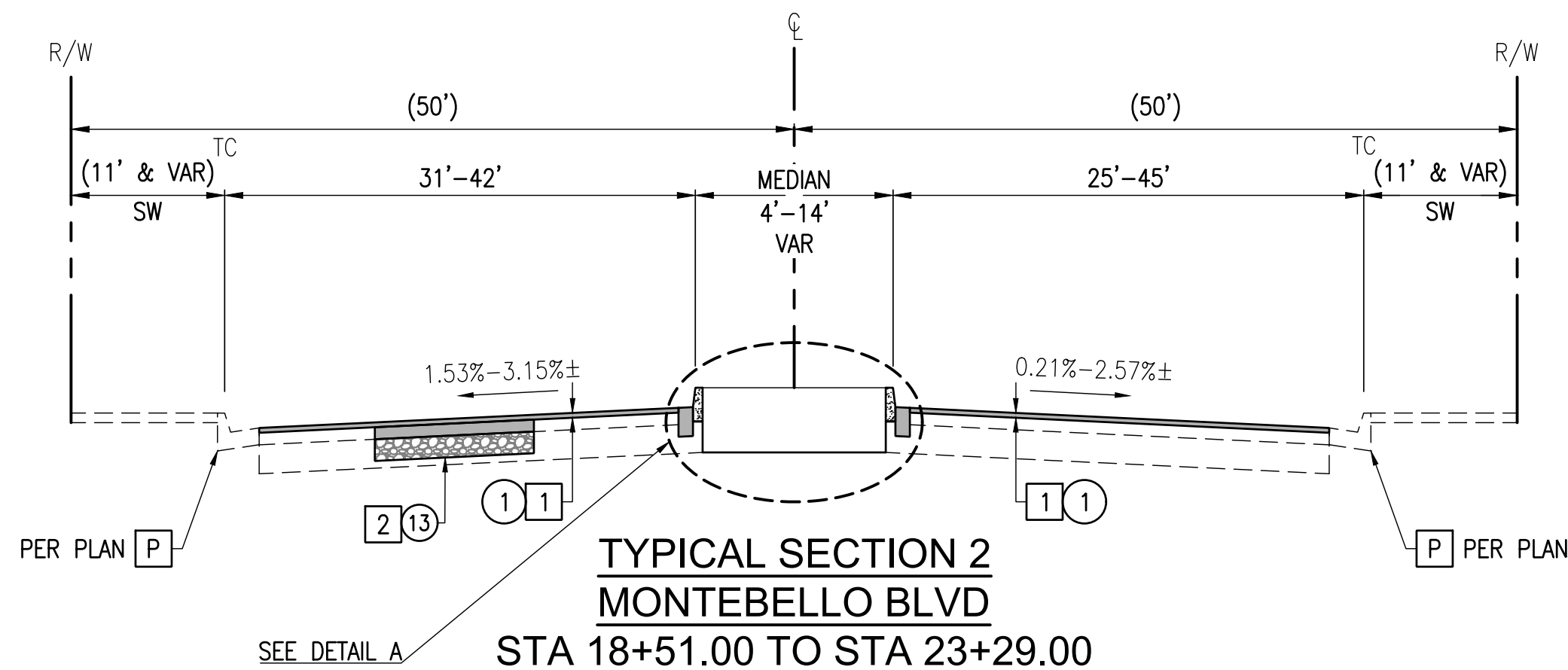
TYPICAL SECTIONS

Sheet Number:
X-1
Sheet 4 of 35

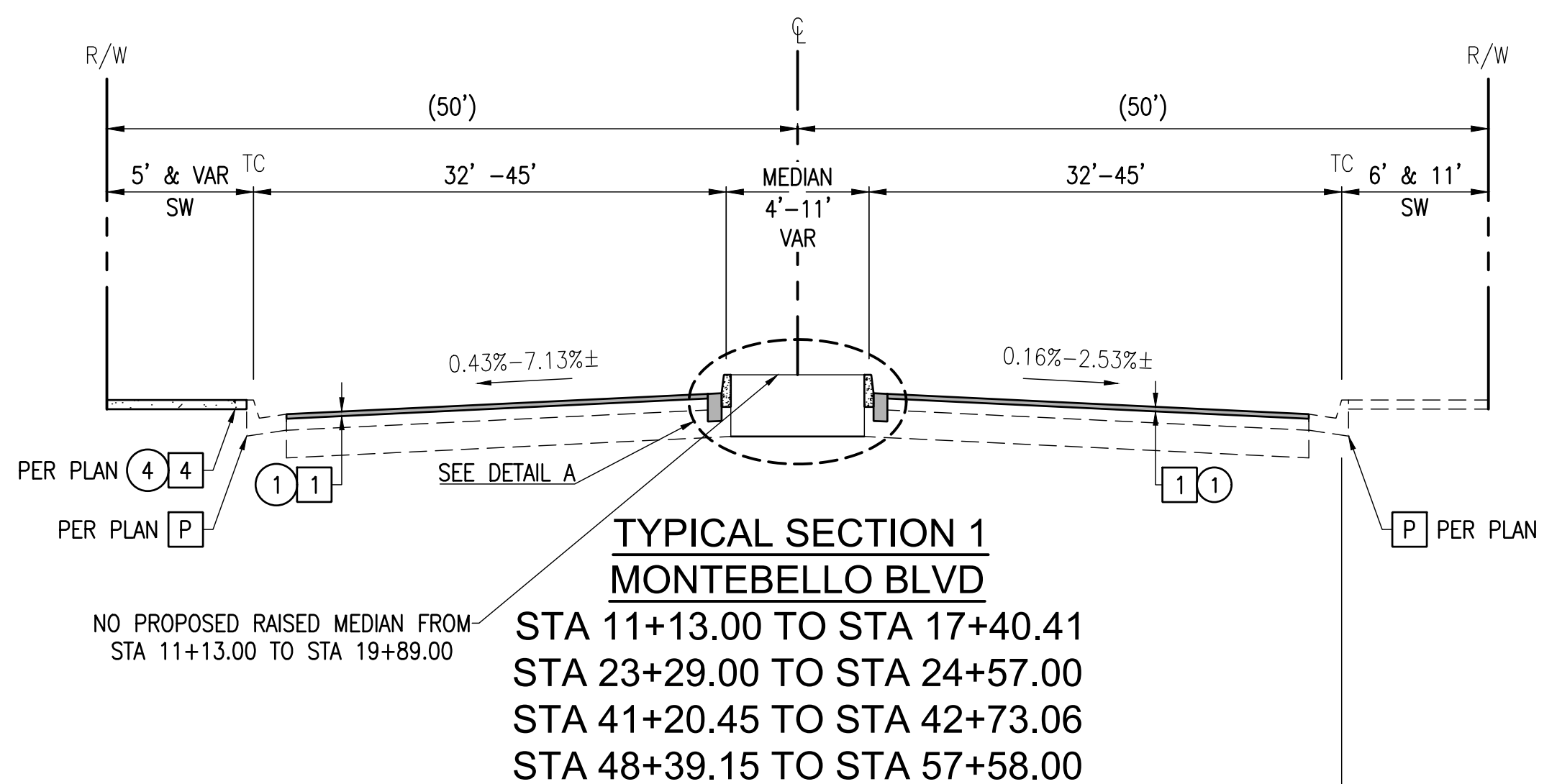
100% SUBMITTAL - NOT FOR CONSTRUCTION



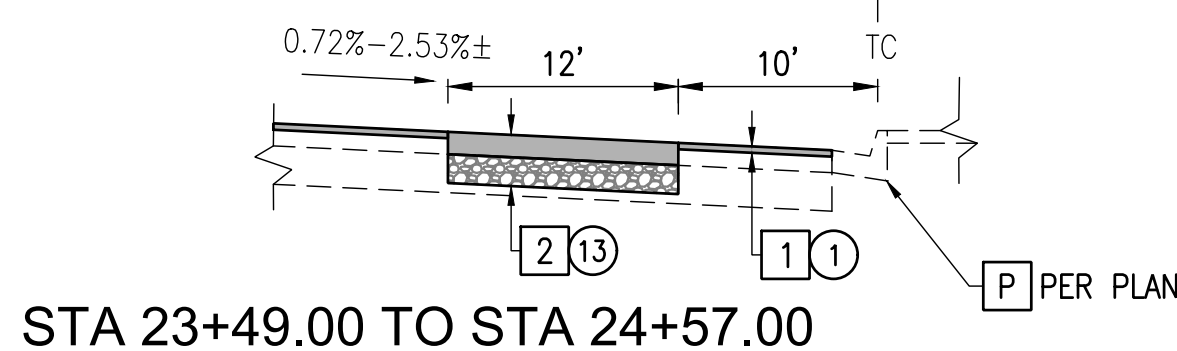
TYPICAL SECTION 3
MONTEBELLO BLVD
STA 25+40.00 TO STA 41+20.25



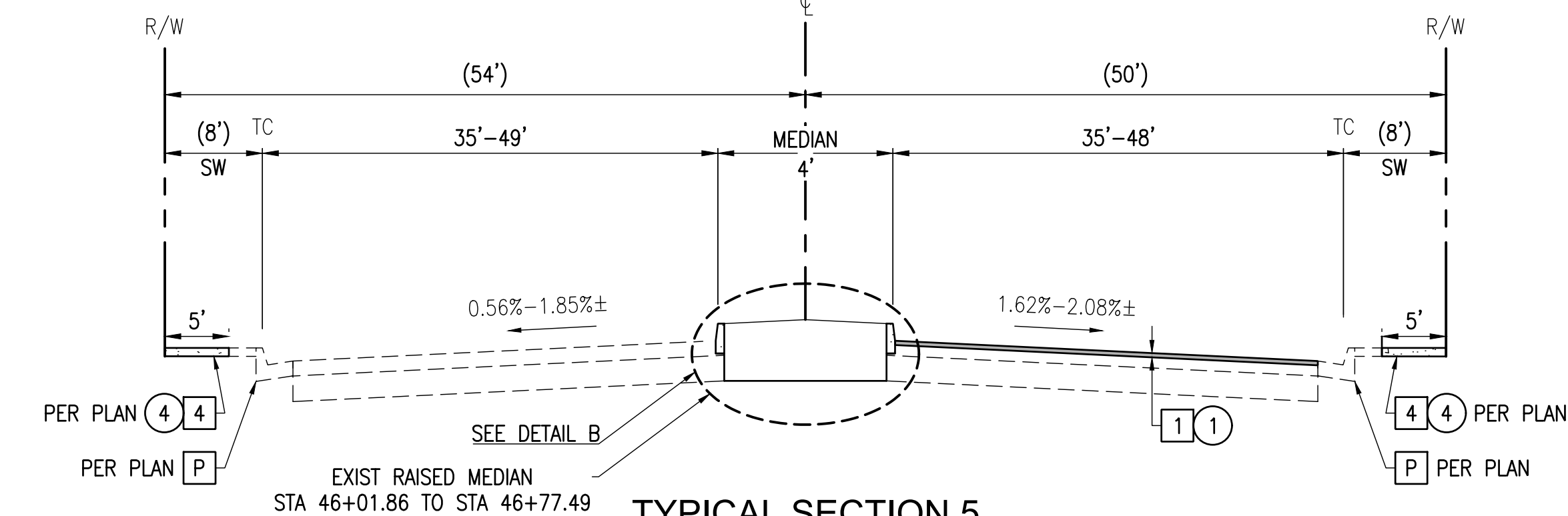
TYPICAL SECTION 2
MONTEBELLO BLVD
STA 18+51.00 TO STA 23+29.00



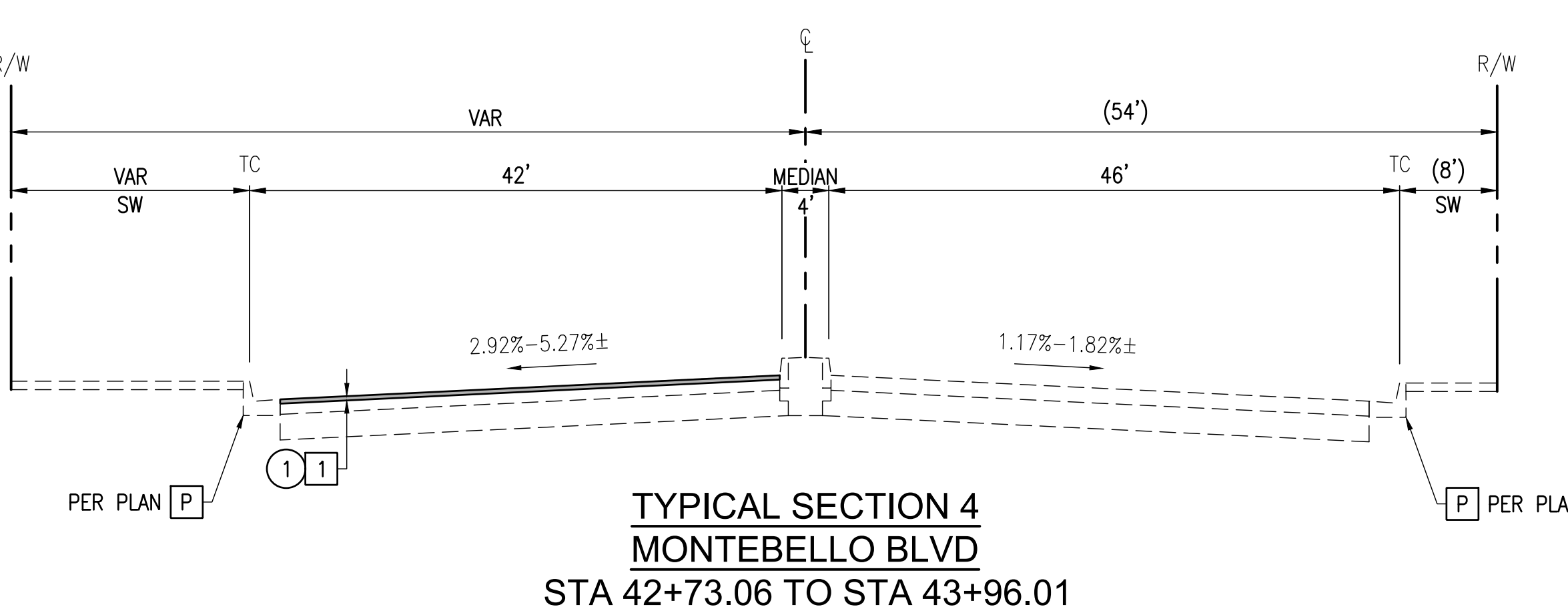
TYPICAL SECTION 1
MONTEBELLO BLVD
STA 11+13.00 TO STA 17+40.41
STA 23+29.00 TO STA 24+57.00
STA 41+20.45 TO STA 42+73.06
STA 48+39.15 TO STA 57+58.00



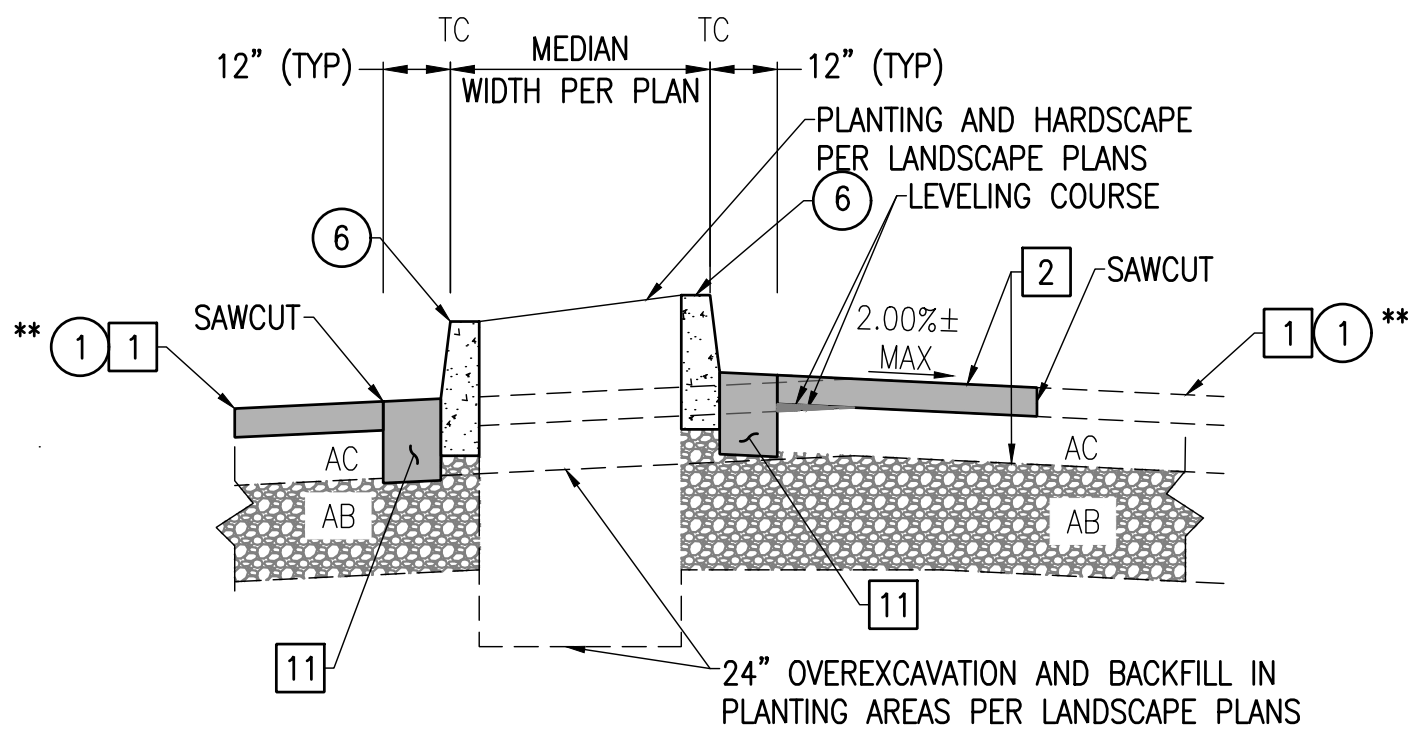
STA 23+49.00 TO STA 24+57.00



TYPICAL SECTION 5
MONTEBELLO BLVD
STA 46+01.86 TO STA 48+39.15



TYPICAL SECTION 4
MONTEBELLO BLVD
STA 42+73.06 TO STA 43+96.01

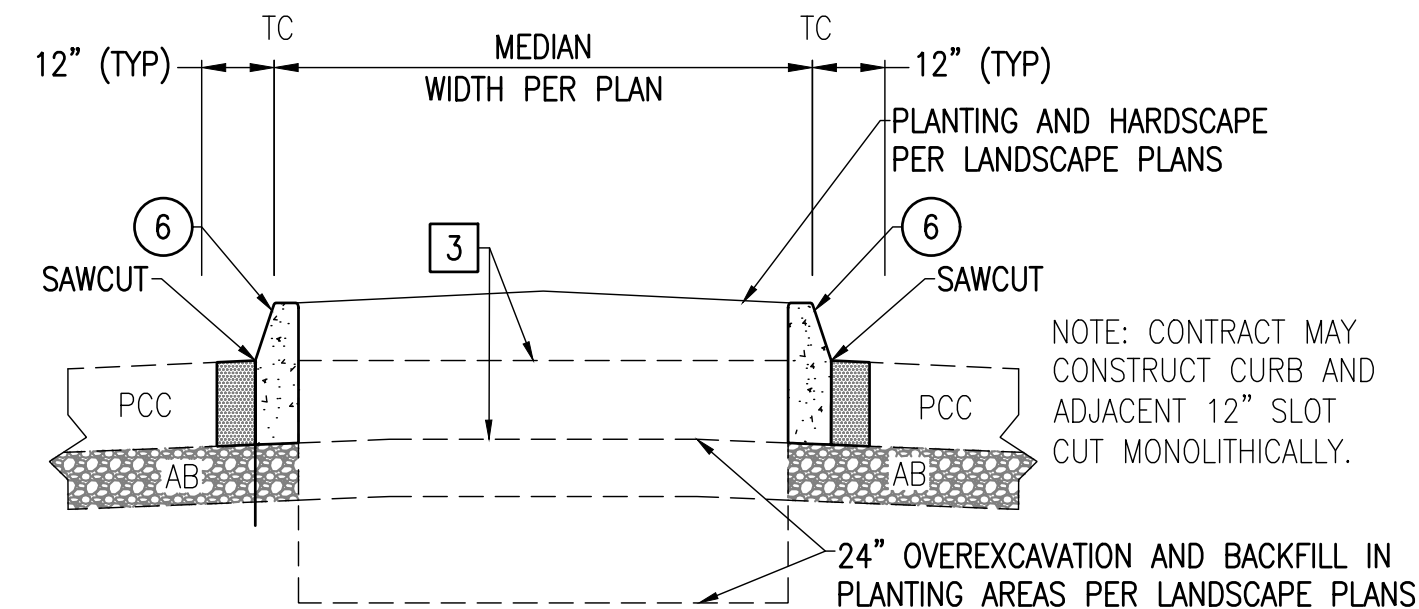


LEVELING COURSE - NEW MEDIANS

NTS

STA 19+89.00 TO STA 20+85.00
STA 21+37.00 TO STA 22+40.00
STA 22+74.00 TO STA 24+55.00
STA 25+44.00 TO STA 31+27.00
STA 32+13.00 TO STA 42+73.06
STA 48+39.15 TO STA 51+16.56
STA 53+50.00 TO STA 54+46.00
STA 54+92.00 TO STA 57+68.00

** NOTE: AC OVERLAY SHALL BE CONSTRUCTED AFTER MEDIAN CURB CONSTRUCTION



DETAIL B - MEDIAN ON PCC PAVEMENT

NTS

STA 46+77.49 TO STA 48+26.00

REMOVAL NOTES:

- P** PROTECT IN PLACE
- 1** COLD MILL EXIST AC PAVEMENT (2")
- 2** SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 3** SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE.
- 4** SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
- 11** SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB

CONSTRUCTION NOTES:

- 1** CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 4** CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD. PLANS 113-2
- 6** CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
- 13** CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION

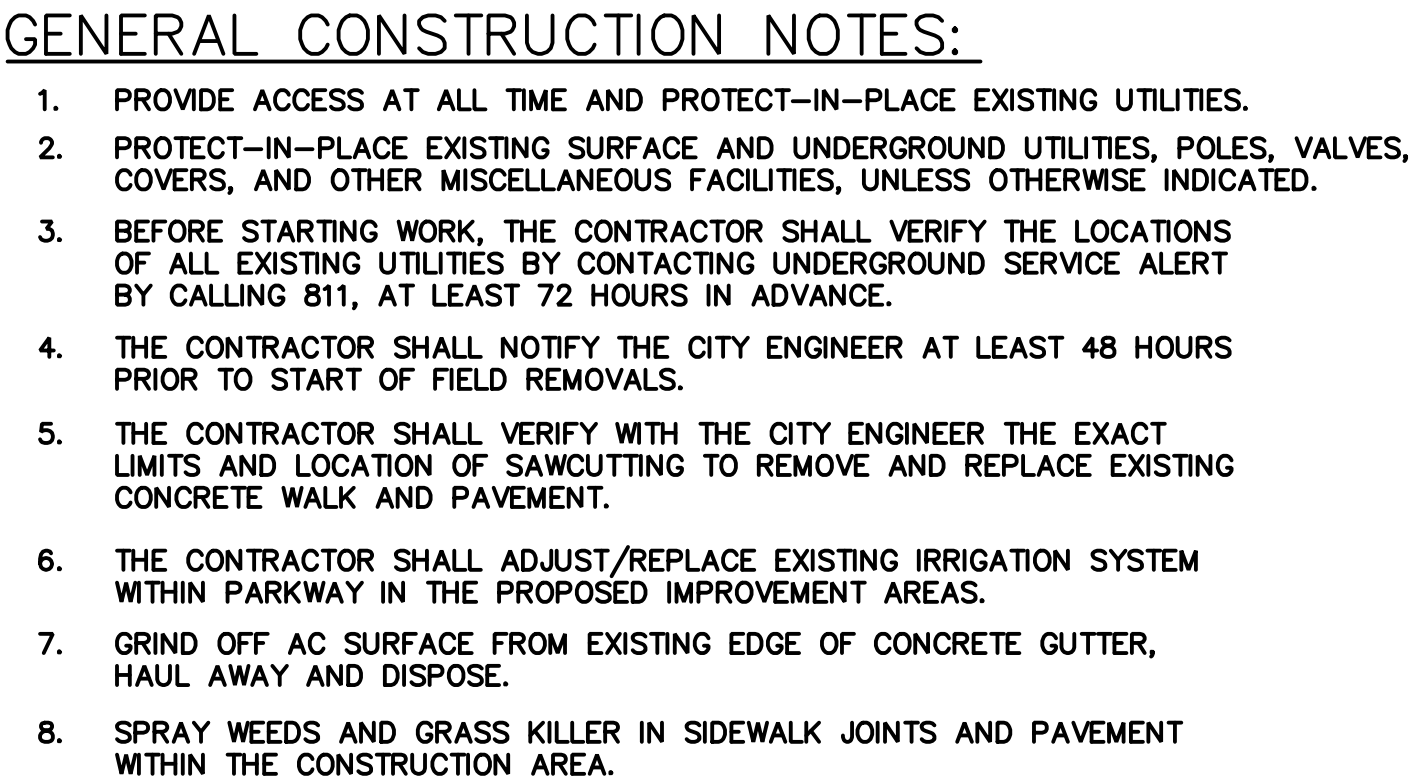
LEGEND:

-  PROPOSED CONCRETE
-  PROPOSED ASPHALT CONCRETE
-  PROPOSED LEVELING COURSE
-  EXISTING AGGREGATE BASE
-  EXISTING CENTERLINE
-  EXISTING RIGHT OF WAY
-  PROPOSED
-  EXISTING

NOTICE TO CONTRACTOR:

PAVEMENT REINFORCING FABRIC (PETROMAT) WAS FOUND AT A DEPTH OF 2.5" BETWEEN MADISON AVE AND HARDING AVE AND A DEPTH OF 2.2" BETWEEN HARDING AVE AND BEVERLY BLVD.

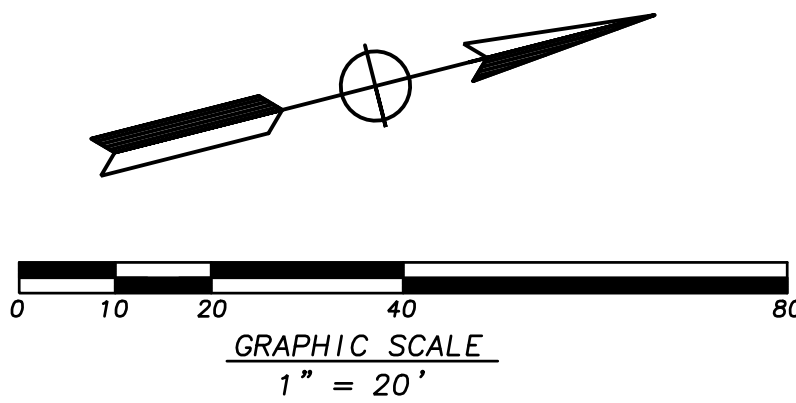
SEE SUBGRADE INVESTIGATION AND PAVEMENT RECOMMENDATION REPORT PREPARED BY P.A. & ASSOCIATES, INC, DATED NOVEMBER 2, 2020, COPY INCLUDES IN THE PROJECT SPECIFICATIONS.



- 1** PROTECT IN PLACE
- 1** COLD MILL EXIST AC PAVEMENT (2")
- 2** SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 4** SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
- 5** SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
- 12** SAWCUT AND REMOVE EXIST LOCAL DEPRESSION
- 15** SAWCUT AND REMOVE EXIST MEDIAN TREATMENT, SEE PLANTING PLAN

- ① CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- ② CONSTRUCT 9.0" OF FULL DEPTH AC
- ③ CONSTRUCT 4" PCC SIDEWALK PER SPWWC STD. PLANS 113-2
- ④ INSTALL DETECTABLE WARNING SURFACE ON EXISTING CURB RAMP PER SPWWC STD. PLAN 111-5
- ⑤ ADJUST TO GRADE, UTILITY PER PLAN
- ⑥ CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION
- ⑦ CONSTRUCT LOCAL DEPRESSION PER SPWWC STD. PLAN 313-4 (CASE AND WIDTH PER PLAN)

	COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
	SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
	PROPOSED AC PAVEMENT
	NOT IN CONTRACT



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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



REVIEWED BY:

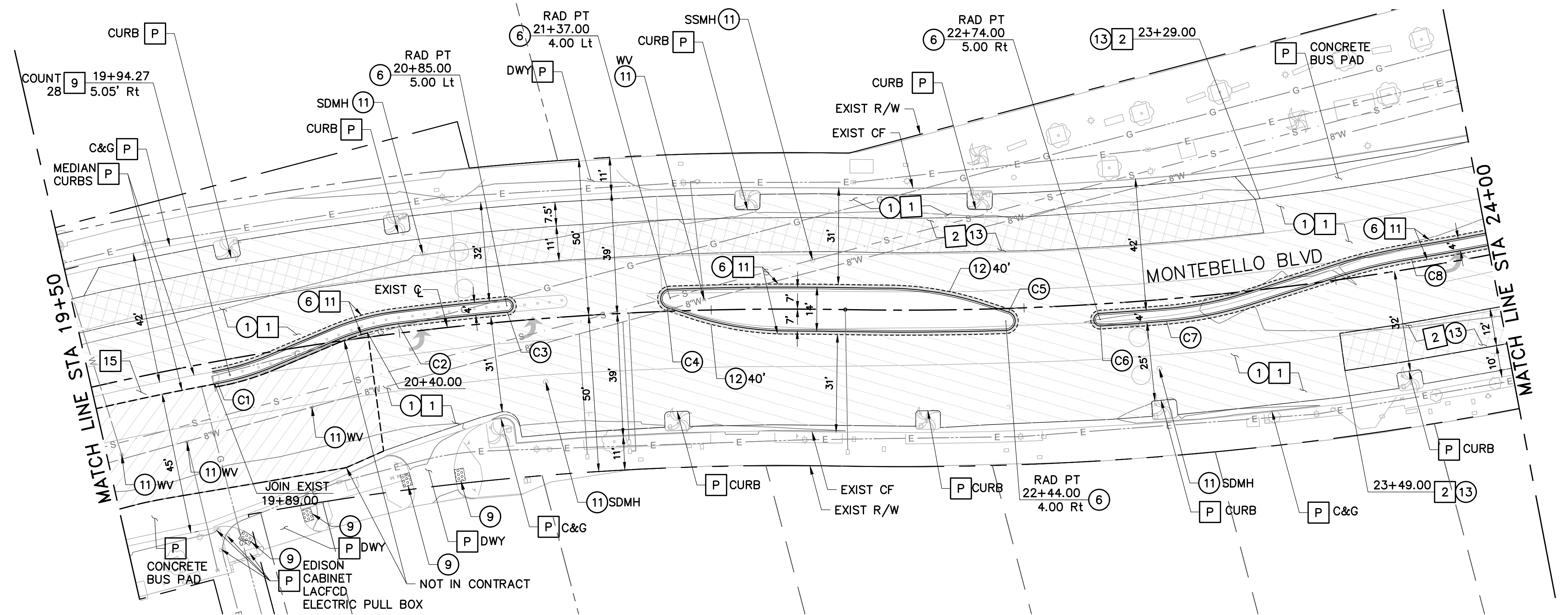
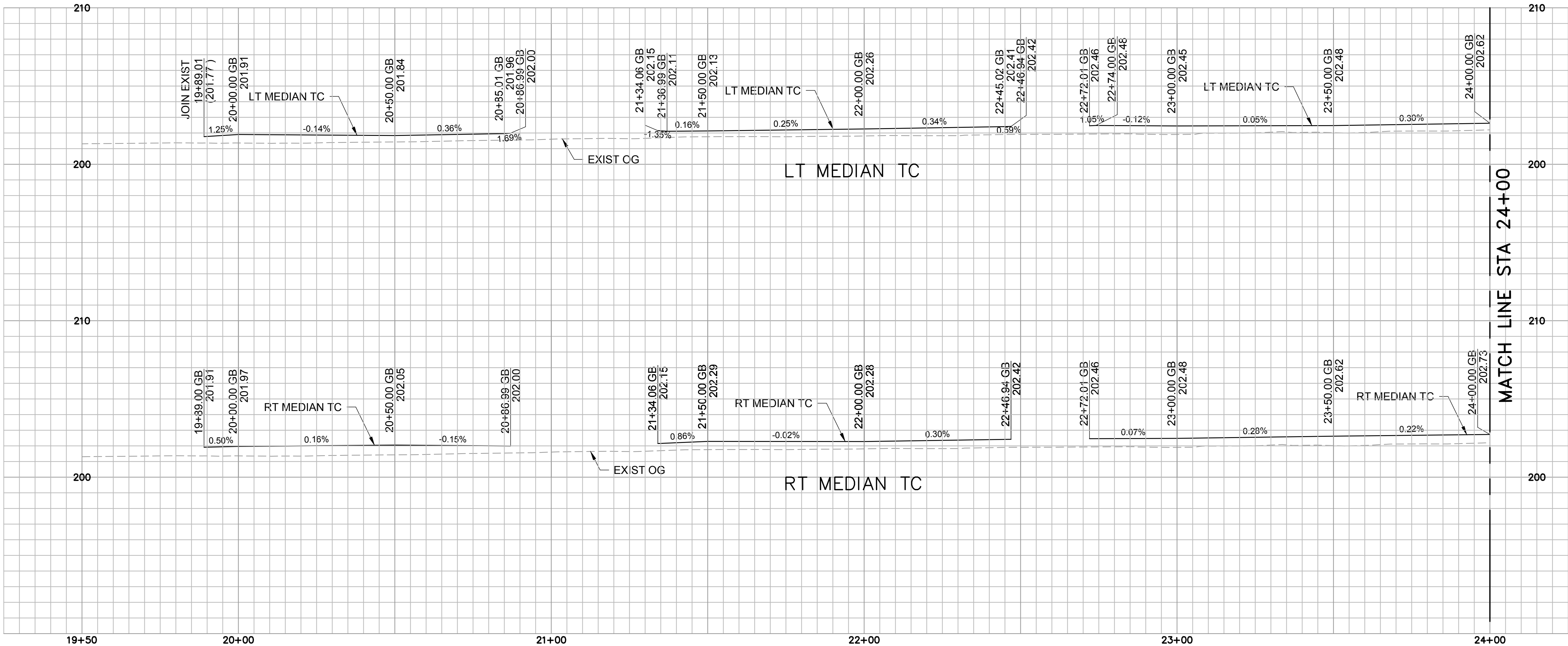
CITY ENGINEER _____ DATE _____

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN FOR MONTEBELLO BOULEVARD
FROM LOS ANGELES AVENUE TO STA 19+50

Sheet Number:

C-1

Sheet 5 of 35



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY WITH THE CITY ENGINEER THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND PAVEMENT.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

REMOVAL NOTES:

- P** PROTECT IN PLACE
- 1** COLD MILL EXIST AC PAVEMENT (2")
- 2** SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 5** SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
- 9** REMOVE OBJECT MARKERS, HAUL AWAY AND DISPOSE
- 11** SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB
- 15** SAWCUT AND REMOVE EXIST MEDIAN TREATMENT, SEE PLANTING PLAN

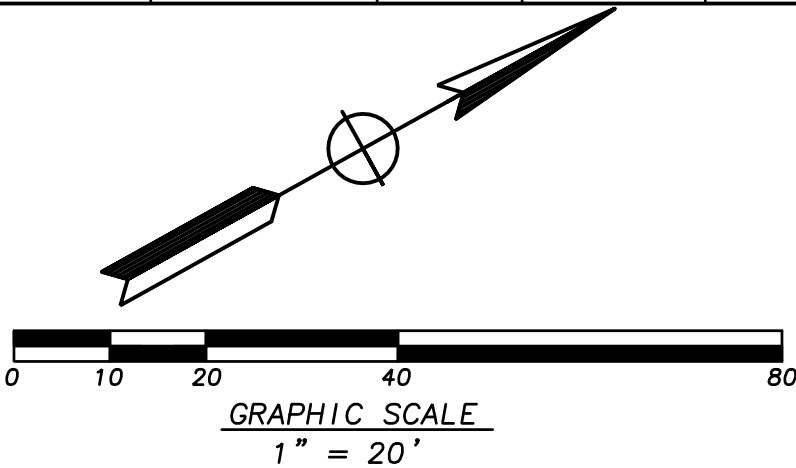
CONSTRUCTION NOTES:

- 1** CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 6** CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
- 9** INSTALL DETECTABLE WARNING SURFACE ON EXISTING CURB RAMP PER SPPWC STD. PLAN 111-5
- 11** ADJUST TO GRADE, UTILITY PER PLAN
- 12** CONSTRUCT MEDIAN FLARE PER SPPWC STD. PLAN 141-2. LENGTH PER PLAN
- 13** CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION

LEGEND:

- COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
- SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
- PROPOSED AC PAVEMENT
- NOT IN CONTRACT

CURVE TABLE						
No. X	R	Δ	T	L	BC	EC
C1	89.00'	13°06'16"	11.26'	20.08'	19+90.00	20+10.00
C2	76.00'	16°49'07"	15.52'	20.25'	20+30.00	20+50.00
C3	2.00'	180°11'34"	-	6.28'	20+85.00	20+85.00
C4	3.00'	158°16'42"	15.64'	8.38'	21+37.00	21+37.00
C5	3.00'	158°28'36"	15.78'	8.38'	22+44.00	22+44.00
C6	2.00'	180°00'08"	-	26.82'	22+74.00	22+74.00
C7	126.00'	10°55'33"	9.56'	26.85'	22+95.00	23+21.50
C8	170.00'	5°01'22"	4.39'	6.28'	23+48.25	23+75.00



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

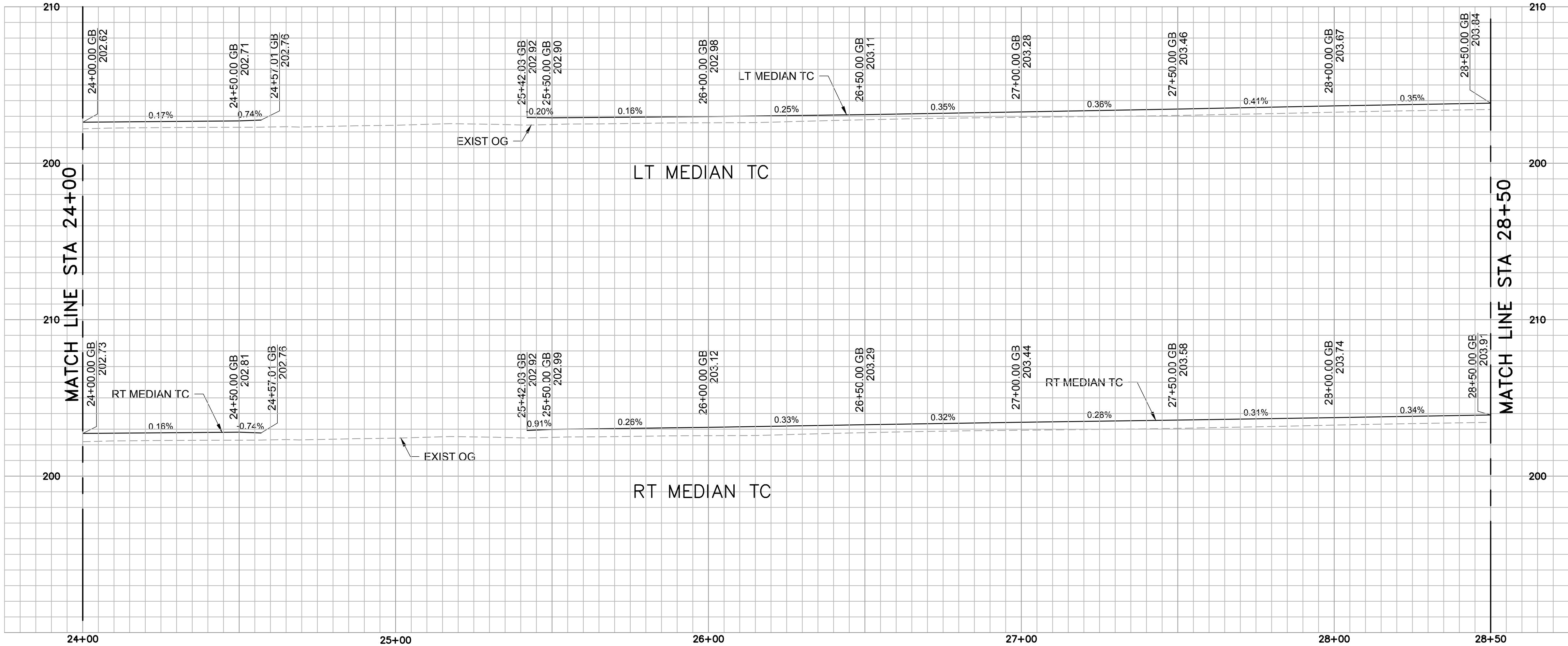
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:
CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD
FROM STA 19+50 TO STA 24+00

Sheet Number:
C-2
Sheet 6 of 35

100% SUBMITTAL - NOT FOR CONSTRUCTION



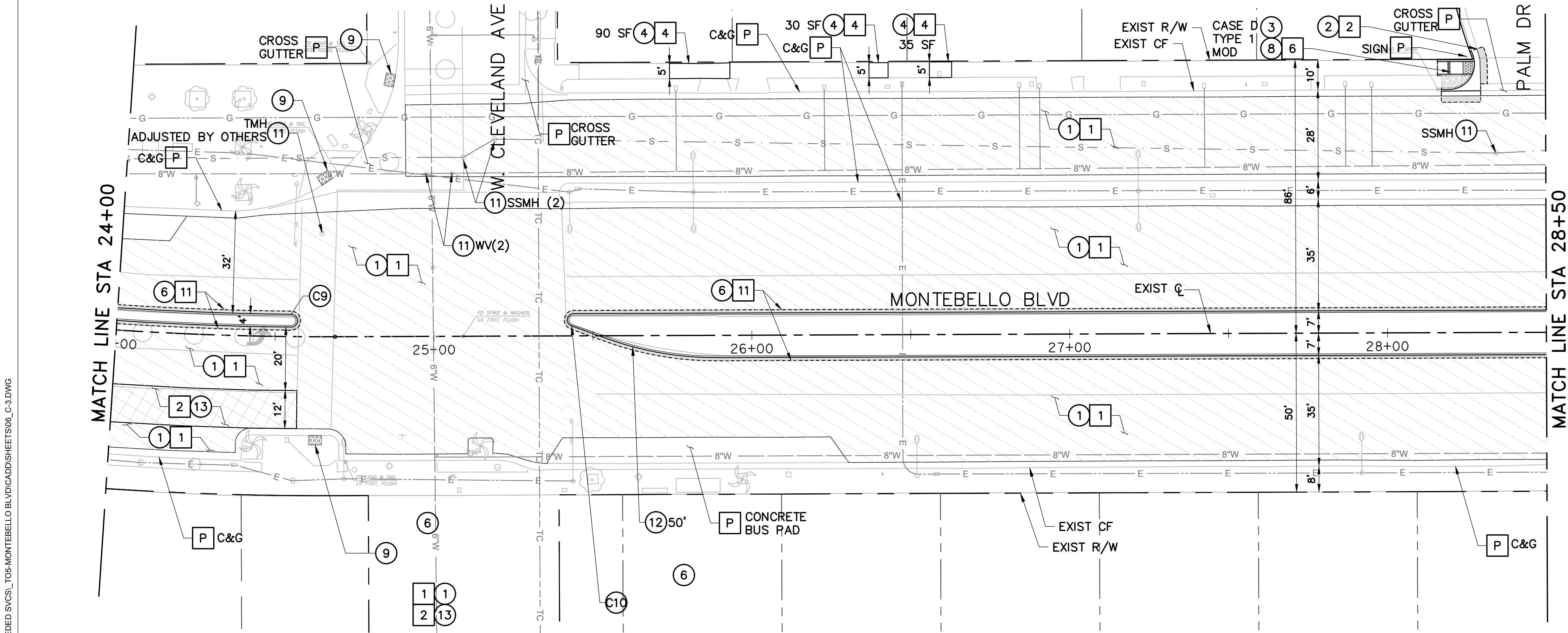
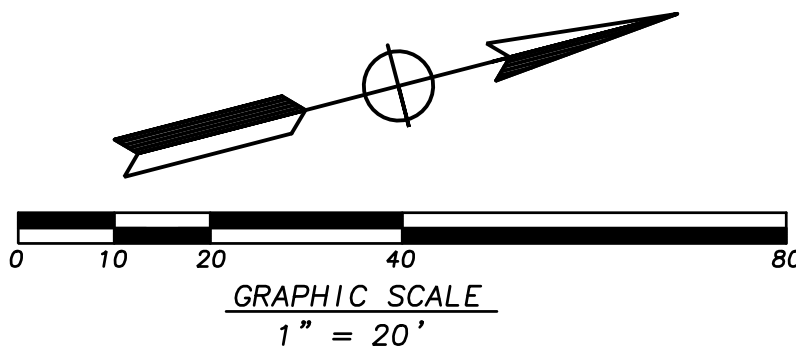
- GENERAL CONSTRUCTION NOTES:**
1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
 2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
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 6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
 7. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.
 8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

- REMOVAL NOTES:**
- P PROTECT IN PLACE
 - 1 COLD MILL EXIST AC PAVEMENT (2")
 - 2 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
 - 4 SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
 - 5 SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
 - 6 SAWCUT AND REMOVE EXIST CURB RAMP
 - 11 SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB

- CONSTRUCTION NOTES:**
- 1 CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
 - 2 CONSTRUCT 9.0" OF FULL DEPTH AC
 - 3 CONSTRUCT CONCRETE CURB AND GUTTER A2-8 PER SPPWC STD. PLAN 120-2
 - 4 CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD. PLANS 113-2
 - 6 CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
 - 8 CONSTRUCT CONCRETE CURB RAMPS PER SPPWC STD. PLAN 111-5 (CASE AND TYPE PER PLAN)
 - 9 INSTALL DETECTABLE WARNING SURFACE ON EXISTING CURB RAMP PER SPPWC STD. PLAN 111-5
 - 11 ADJUST TO GRADE, UTILITY PER PLAN
 - 12 CONSTRUCT MEDIAN FLARE PER SPPWC STD. PLAN 141-2. LENGTH PER PLAN
 - 13 CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION

- LEGEND:**
- COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
 - SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
 - PROPOSED AC PAVEMENT

CURVE TABLE						
No. X	R	Δ	T	L	BC	EC
C9	2.00'	180°00'00"	-	6.28'	24+55.00	24+55.00
C10	2.00'	158°11'39"	10.39'	5.59'	25+44.00	25+44.00



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

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

DESIGNED BY:
DRAWN BY:
CHECKED BY:

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY:

REVIEWED BY:

CITY ENGINEER
DATE:

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD
FROM STA 24+00 TO STA 28+50

Sheet Number:
C-3
Sheet 7 of 35

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
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7. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

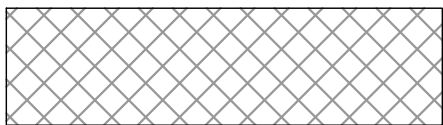
REMOVAL NOTES:

- P** PROTECT IN PLACE
1 COLD MILL EXIST AC PAVEMENT (2")
2 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
5 SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
8 SAWCUT AND REMOVE EXIST CURB RAMP
10 REMOVE PEDESTRIAN PUSH BUTTON, HAUL AWAY AND DISPOSE
11 SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB
14 REMOVE TREES AND VEGETATION

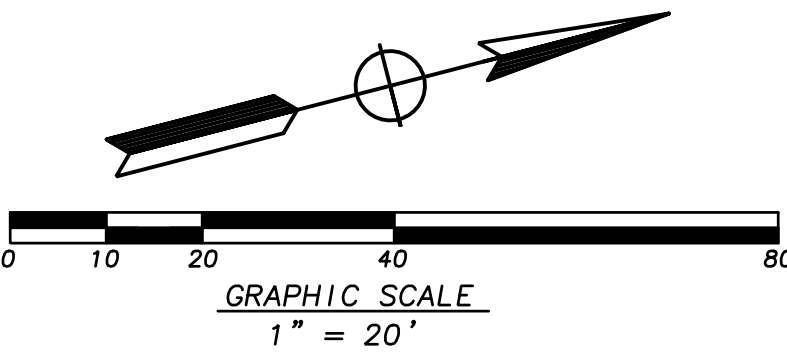
CONSTRUCTION NOTES:

- 1** CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
2 CONSTRUCT 9.0" OF FULL DEPTH AC
4 CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD. PLANS 113-2
8 CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
8 CONSTRUCT CONCRETE CURB RAMPS PER SPPWC STD. PLAN 111-5 (CASE AND TYPE PER PLAN)
9 INSTALL DETECTABLE WARNING SURFACE ON EXISTING CURB RAMP PER SPPWC STD. PLAN 111-5
11 ADJUST TO GRADE, UTILITY PER PLAN
13 CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION
17 INSTALL SERVICE EQUIPMENT ENCLOSURE, TYPE III-B PER CALTRANS STD PLAN ES-2E

LEGEND:

-  COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
-  SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
-  PROPOSED AC PAVEMENT

CURVE TABLE						
No. X	R	Δ	T	L	BC	EC
C11	183.00'	9° 34' 38"	16.72'	30.14'	29+42.00	29+72.00
C12	183.00'	5° 21' 39"	7.36'	30.14'	30+02.00	30+32.00
C13	2.00'	175° 23' 41"	49.74'	6.28'	31+27.00	31+27.00
C14	2.00'	180° 00' 00"	-	6.28'	32+13.00	32+13.00



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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

APPROV.

UNDER THE SUPERVISION OF:


MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:

CITY ENGINEER

DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD
FROM STA 28+50 TO STA 33+00

Sheet Number:

C-4

Sheet 8 of 35

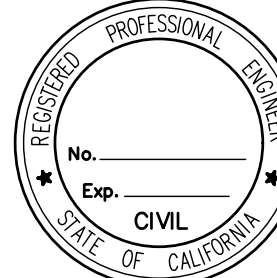
100% SUBMITTAL - NOT FOR CONSTRUCTION

J:\MONTBELLO\22-00179 AS-NEEDED SVC\1_T05-MONTBELLO BLVD\CADD\SHEETS\08_C-5.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:

CITY ENGINEER

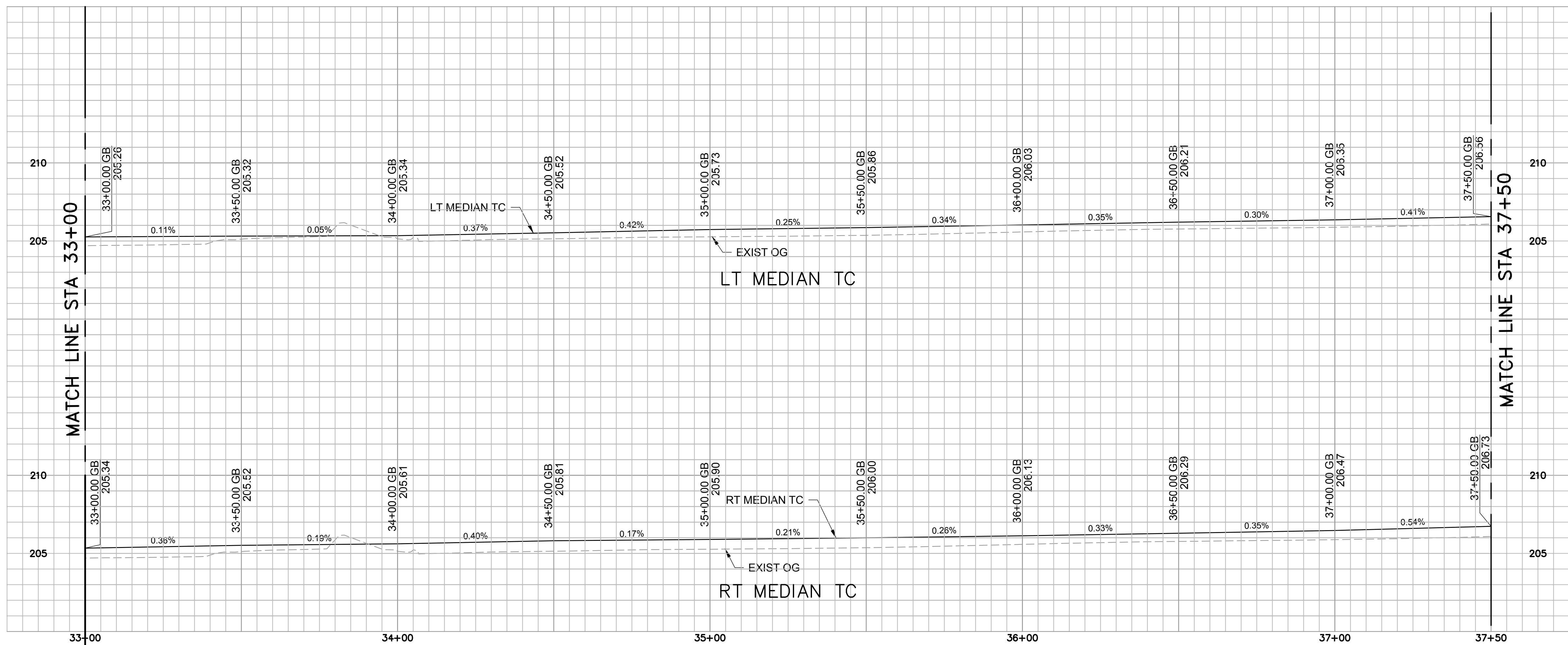
DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD
FROM STA 33+00 TO STA 37+50

Sheet Number:

C-5

Sheet 9 of 35



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY WITH THE CITY ENGINEER THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND PAVEMENT.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

REMOVAL NOTES:

- P** PROTECT IN PLACE
1 COLD MILL EXIST AC PAVEMENT (2")
2 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
4 SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
5 SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
11 SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB
14 REMOVE TREES AND VEGETATION

CONSTRUCTION NOTES:

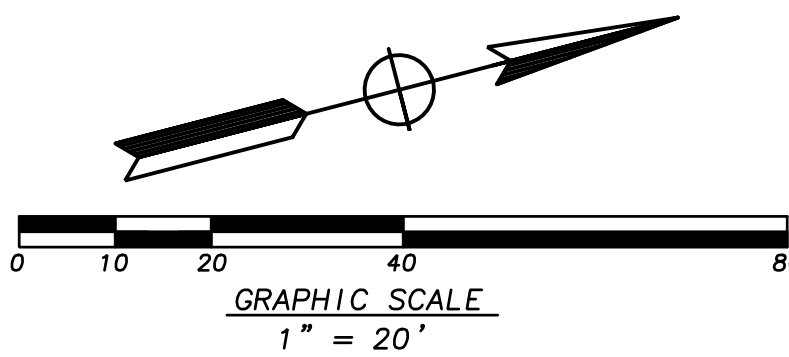
- 1** CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
4 CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD. PLANS 113-2
6 CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
11 ADJUST TO GRADE, UTILITY PER PLAN
13 CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION

LEGEND:

-  COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
 PROPOSED AC PAVEMENT

CURVE TABLE

No. X	R	Δ	T	L	BC	EC
C15	183.00'	5°08'34"	4.49'	30.14'	33+03.00	33+33.00
C16	183.00'	9°31'02"	8.32'	30.14'	33+63.05	33+93.00



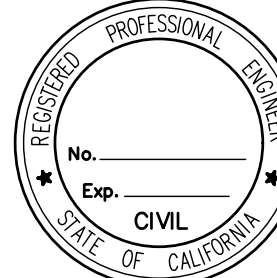
100% SUBMITTAL - NOT FOR CONSTRUCTION

J:\MONTBELLO\22-00179 AS-NEEDED SVC\1_T05-MONTBELLO BLVD\CADD\SHEETS\09_C-6.DWG



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

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

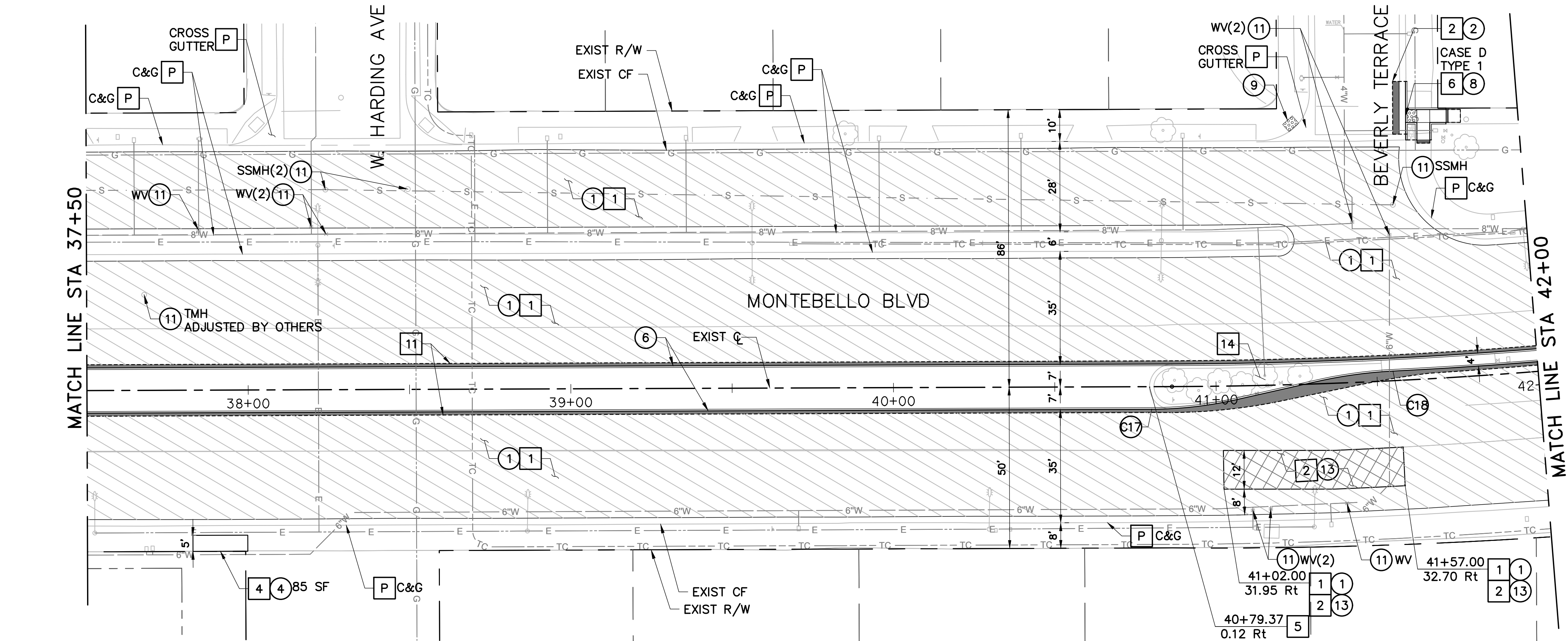
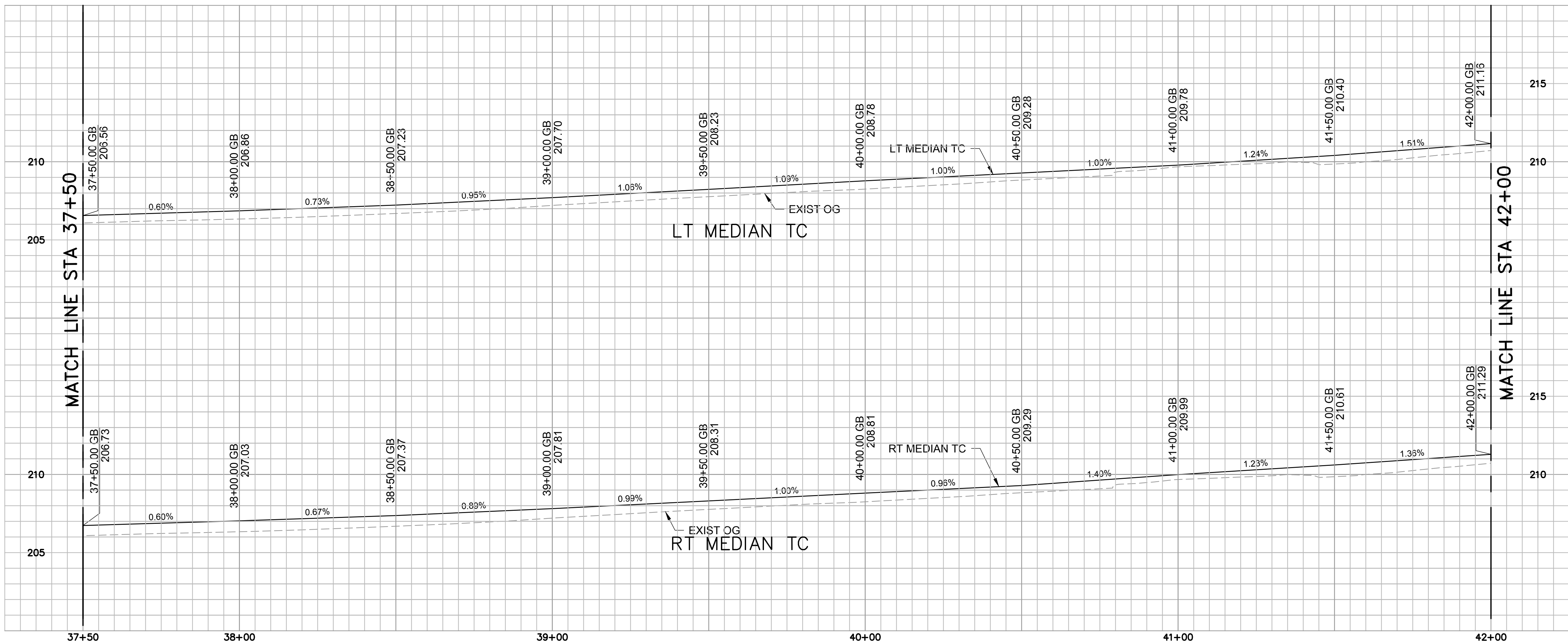
UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER
No. 12345
Exp. 12/31/2025
CIVIL

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:
CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD
FROM STA 37+50 TO STA 42+00

Sheet Number:
C-6
Sheet 10 of 35



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY WITH THE CITY ENGINEER THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND PAVEMENT.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

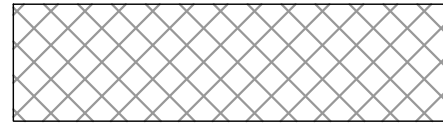
REMOVAL NOTES:

- P** PROTECT IN PLACE
- 1** COLD MILL EXIST AC PAVEMENT (2")
- 2** SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 4** SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
- 5** SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
- 6** SAWCUT AND REMOVE EXIST CURB RAMP
- 11** SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB
- 14** REMOVE TREES AND VEGETATION

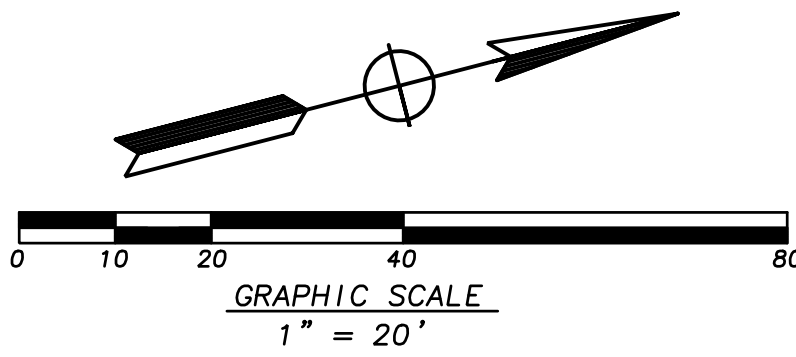
CONSTRUCTION NOTES:

- 1** CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 2** CONSTRUCT 9.0" OF FULL DEPTH AC
- 4** CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD. PLANS 113-2
- 6** CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
- 8** CONSTRUCT CONCRETE CURB RAMPS PER SPPWC STD. PLAN 111-5 (CASE AND TYPE PER PLAN)
- 9** INSTALL DETECTABLE WARNING SURFACE ON EXISTING CURB RAMP PER SPPWC STD. PLAN 111-5
- 11** ADJUST TO GRADE, UTILITY PER PLAN
- 13** CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION

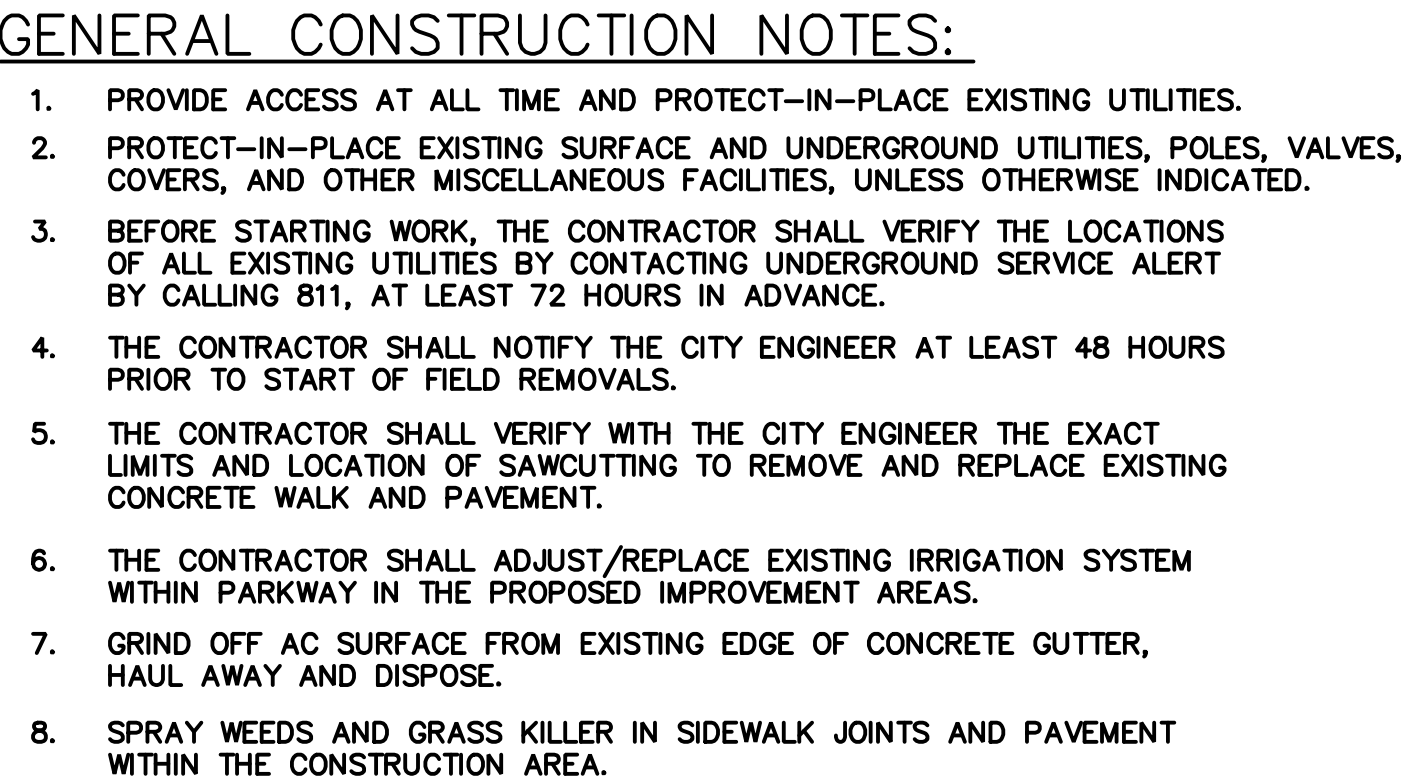
LEGEND:

-  COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
-  SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
-  PROPOSED AC PAVEMENT

CURVE TABLE						
No. X	R	Δ	T	L	BC	EC
C17	120.00'	11°19'23"	13.68'	25.24'	40+80.00	41+05.00
C18	139.00'	10°29'09"	9.18'	25.13'	41+30.00	41+55.00



100% SUBMITTAL - NOT FOR CONSTRUCTION

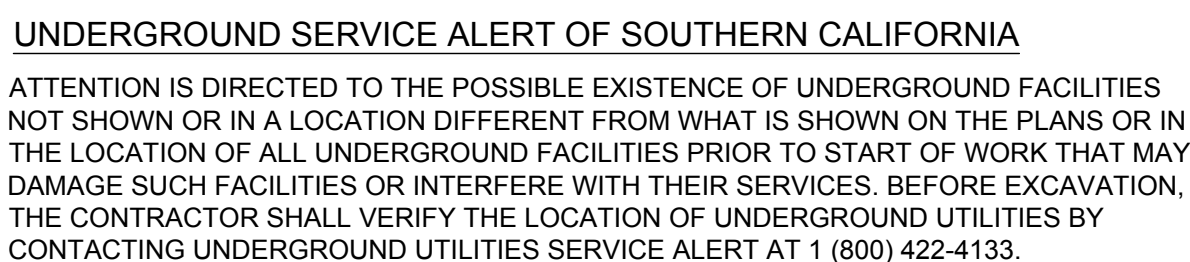
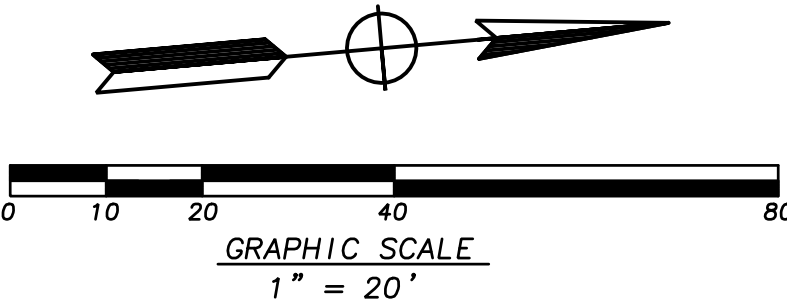


P	PROTECT IN PLACE
1	COLD MILL EXIST AC PAVEMENT (2")
3	SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE.
4	SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
5	SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
6	SAWCUT AND REMOVE EXIST CURB RAMP
8	SAWCUT AND REMOVE EXIST DRIVEWAY APPROACH
11	SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB
14	REMOVE TREES AND VEGETATION
15	SAWCUT AND REMOVE EXIST MEDIAN TREATMENT, SEE PLANTING PLAN

1. CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
2. CONSTRUCT 4" PCC SIDEWALK PER SPWWC STD. PLANS 113-2
3. CONSTRUCT CONCRETE CURB A1-8 PER SPWWC STD. PLAN 120-3
4. CONSTRUCT CONCRETE DRIVEWAY APPROACH PER SPWWC STD. PLAN 110-2 TYPE A
5. CONSTRUCT CONCRETE CURB RAMP PER SPWWC STD. PLAN 111-5 (CASE AND TYPICAL PLAN)
6. INSTALL DETECTABLE WARNING SURFACE ON EXISTING CURB RAMP PER SPWWC STD. PLAN 111-5
7. CONSTRUCT 9.0" OF FULL DEPTH PCC

 COLD MILL EXIST AC PAVEMENT AND
CONSTRUCT AC OVERLAY

 PROPOSED AC PAVEMENT



REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



**MARK
THOMAS**
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:

CITY ENGINEER DATE

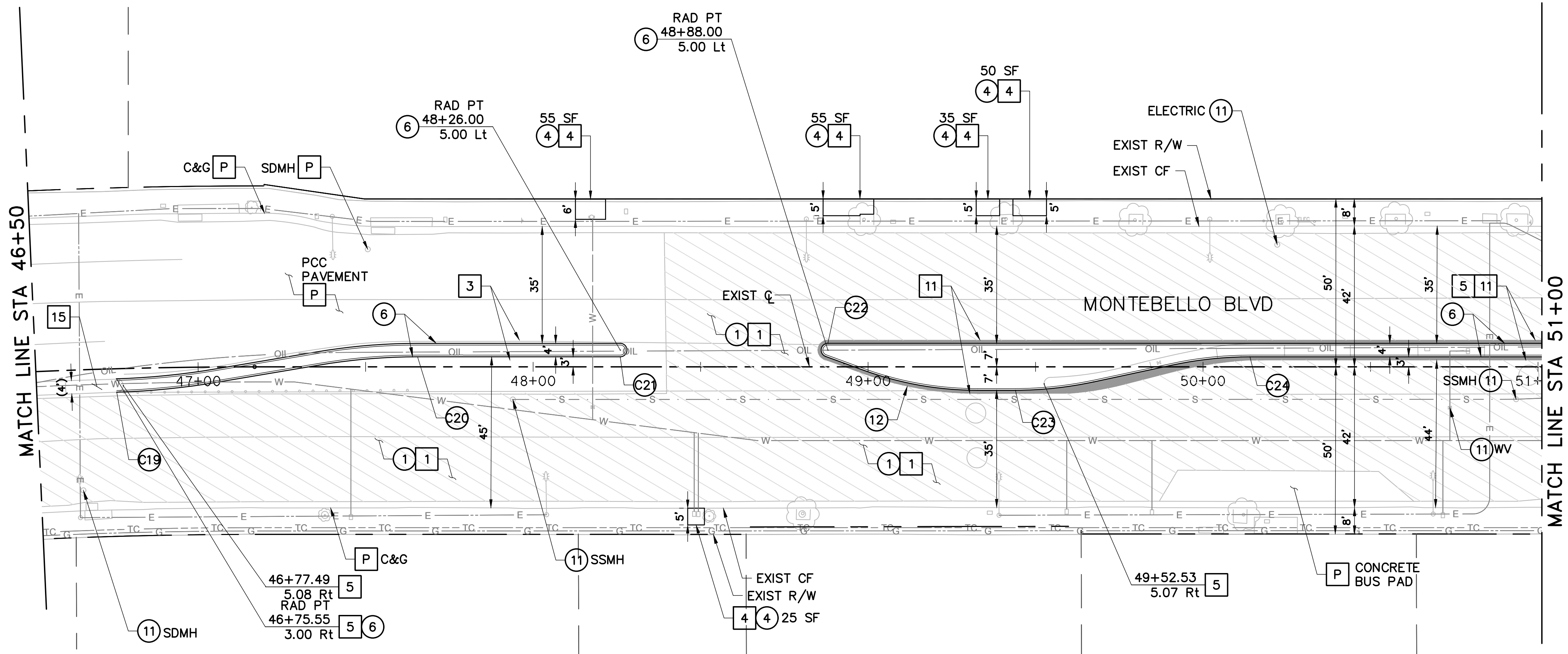
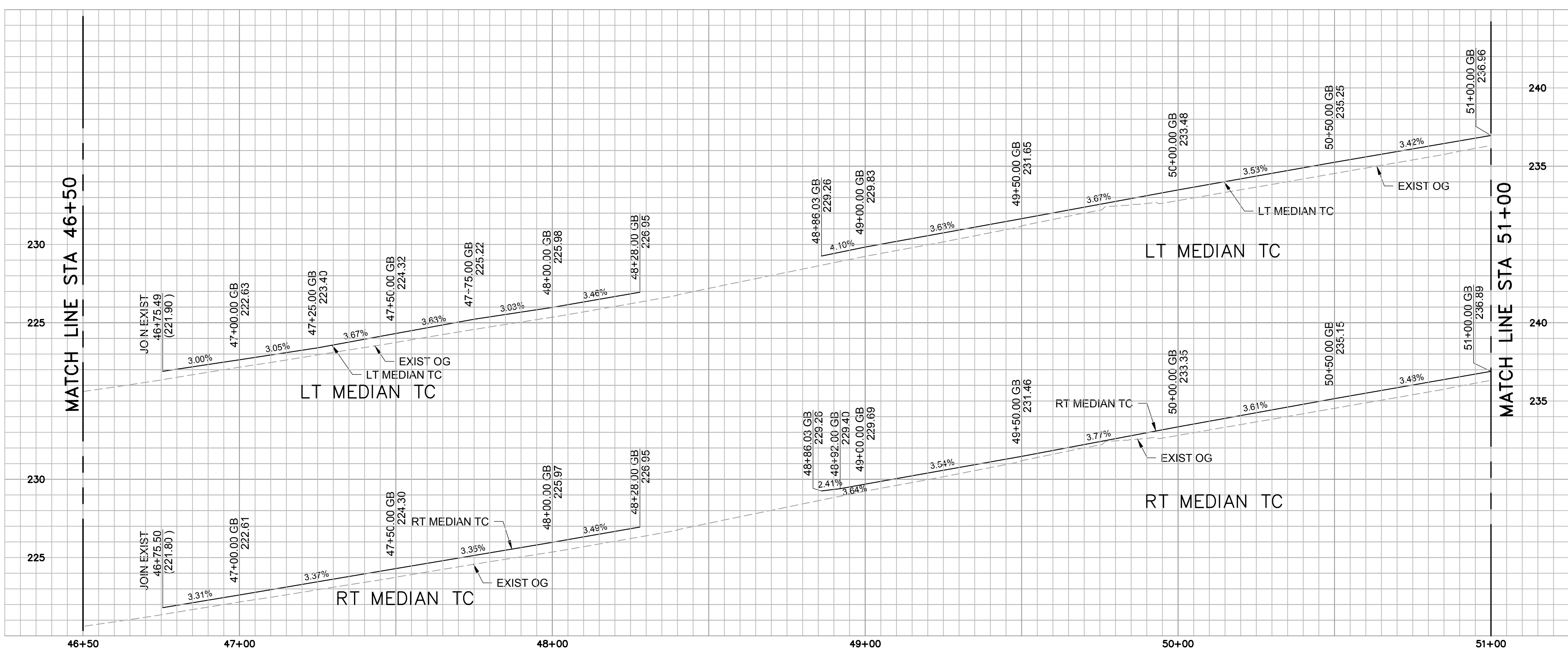
PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD
FROM STA 42+00 TO STA 46+50

Sheet Number:

C-7

Sheet 11 of 35

J:\MONTBELLO\22-00179 AS-NEEDED SVCS\1_T05-MONTABELLO BLVD\CADD\SHEETS\11_C-8.DWG



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY WITH THE CITY ENGINEER THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND PAVEMENT.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

REMOVAL NOTES:

- P** PROTECT IN PLACE
- 1** COLD MILL EXIST AC PAVEMENT (2")
- 2** SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 3** SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE.
- 4** SAWCUT AND REMOVE EXIST CONCRETE SIDEWALK
- 5** SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
- 11** SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB
- 12** SAWCUT AND REMOVE EXIST LOCAL DEPRESSION
- 15** SAWCUT AND REMOVE EXIST MEDIAN TREATMENT, SEE PLANTING PLAN

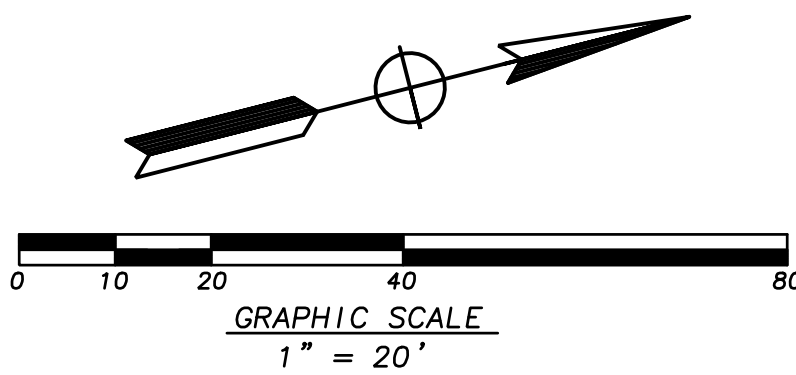
CONSTRUCTION NOTES:

- 1** CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 2** CONSTRUCT 9.0" OF FULL DEPTH AC
- 4** CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD. PLANS 113-2
- 6** CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
- 11** ADJUST TO GRADE, UTILITY PER PLAN
- 12** CONSTRUCT MEDIAN FLARE PER SPPWC STD. PLAN 141-2. LENGTH PER PLAN
- 14** CONSTRUCT LOCAL DEPRESSION PER SPPWC STD. PLAN 313-4 (CASE AND WIDTH PER PLAN)

LEGEND:

- COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
- PROPOSED AC PAVEMENT

CURVE TABLE						
No. X	R	Δ	T	L	BC	EC
C19	217.00'	8°01'56"	12.78'	30.51'	46+75.50	47+06.00
C20	175.00'	9°32'52"	15.20'	29.64'	47+36.00	47+65.50
C21	2.00'	180°00'00"	-	6.28'	48+26.00	48+26.00
C22	2.00'	144°46'24"	7.87'	5.58'	48+88.00	48+88.00
C23	111.00'	14°42'22"	12.90'	23.52'	49+44.00	49+67.34
C24	111.00'	15°31'41"	13.63'	23.51'	49+90.67	50+14.00



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

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:

CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD
FROM STA 46+50 TO STA 51+00

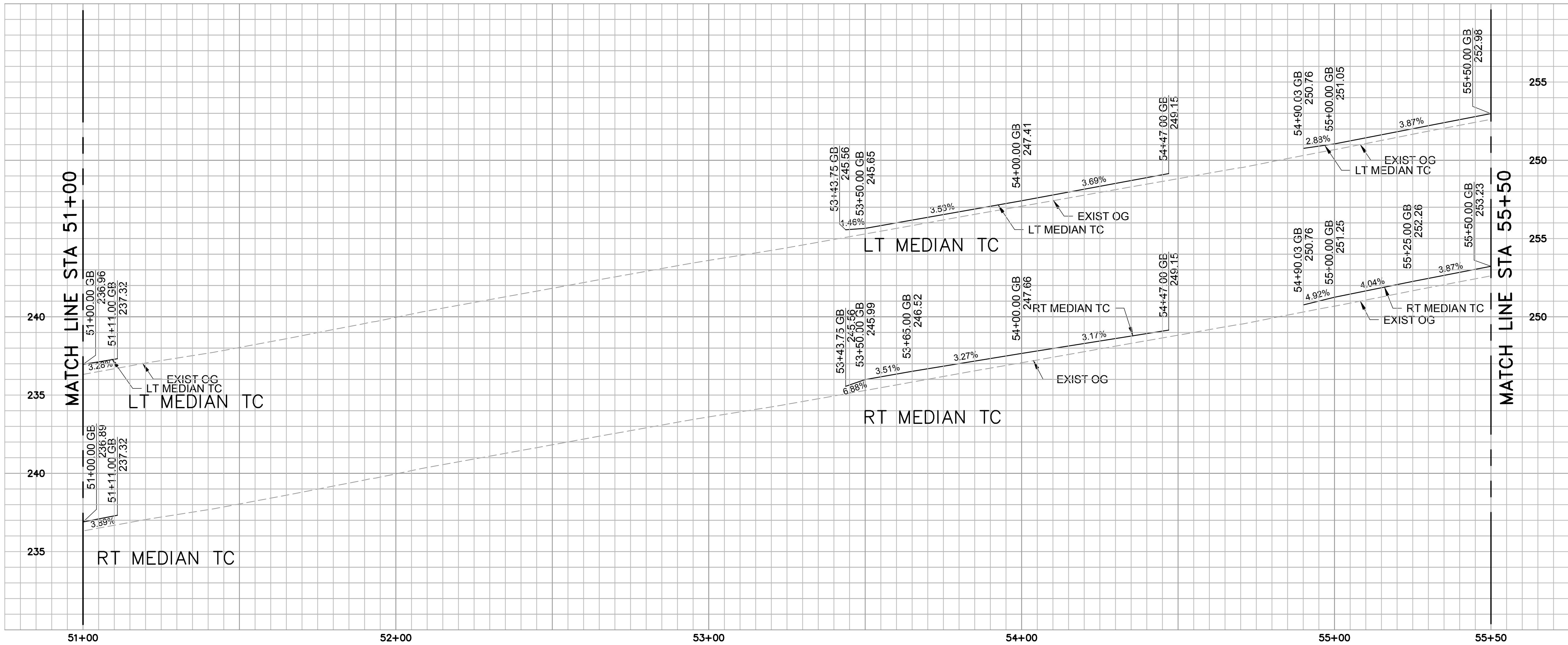
Sheet Number:

C-8

Sheet 12 of 35

100% SUBMITTAL - NOT FOR CONSTRUCTION

J:\MONTBELLO\22-00179 AS-NEEDED SVC\1_T05-MONTABELLO BLVD\CADD\SHEETS\12_C-9.DWG



GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
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4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY WITH THE CITY ENGINEER THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND PAVEMENT.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

REMOVAL NOTES:

- [P] PROTECT IN PLACE
[1] COLD MILL EXIST AC PAVEMENT (2")
[2] SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
[5] SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
[6] SAWCUT AND REMOVE EXIST CURB RAMP
[11] SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB

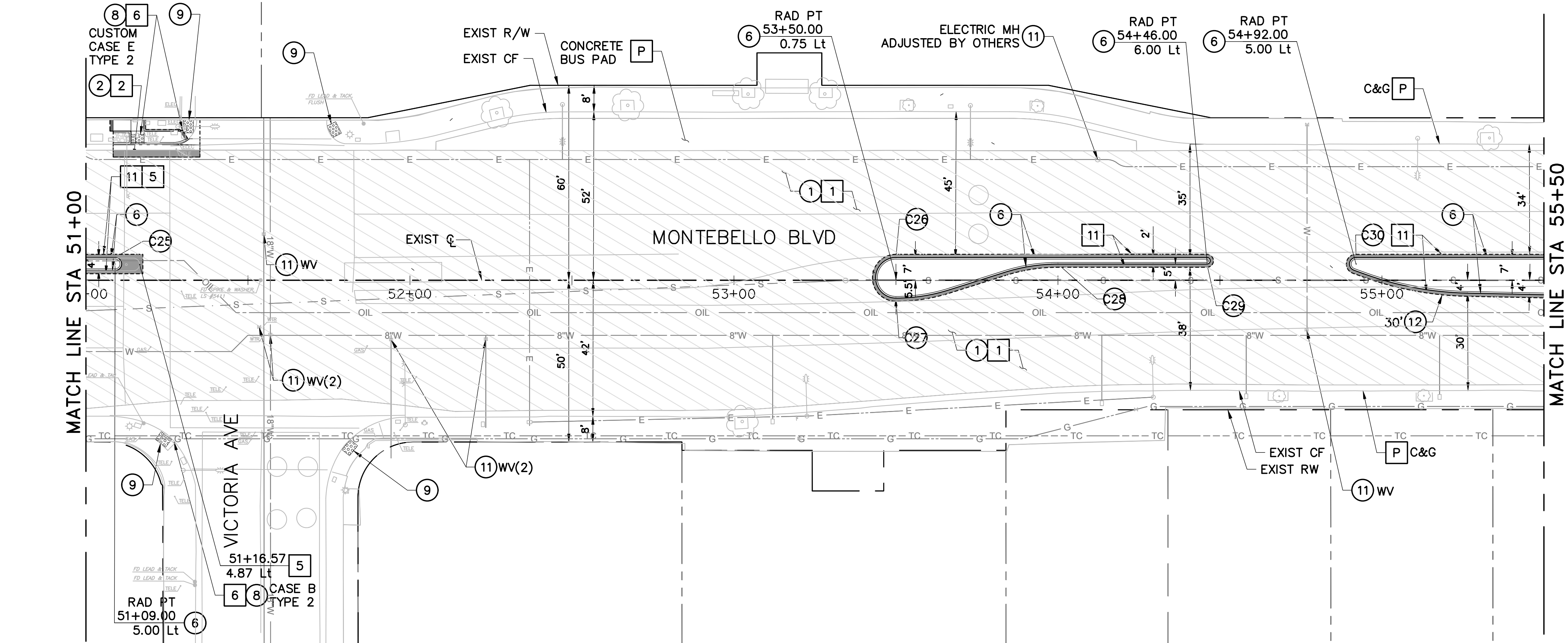
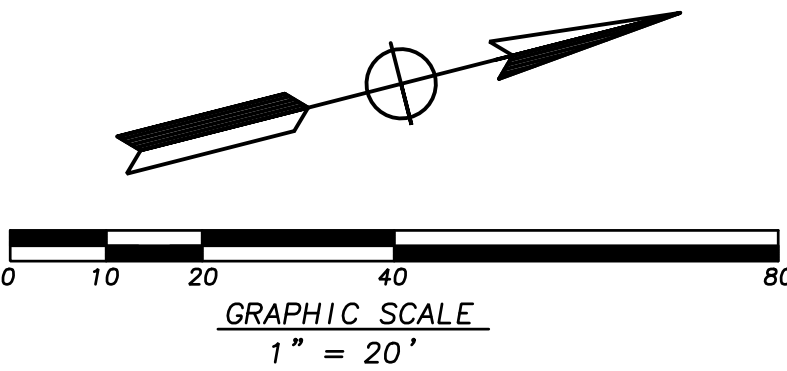
CONSTRUCTION NOTES:

- [1] CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
[2] CONSTRUCT 9.0" OF FULL DEPTH AC
[6] CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
[8] CONSTRUCT CONCRETE CURB RAMPS PER SPPWC STD. PLAN 111-5 (CASE AND TYPE PER PLAN)
[9] INSTALL DETECTABLE WARNING SURFACE ON EXISTING CURB RAMP PER SPPWC STD. PLAN 111-5
[11] ADJUST TO GRADE, UTILITY PER PLAN
[12] CONSTRUCT MEDIAN FLARE PER SPPWC STD. PLAN 141-2. LENGTH PER PLAN
[13] CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION

LEGEND:

- [Hatched Box] COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
[Solid Box] PROPOSED AC PAVEMENT

CURVE TABLE						
No. X	R	Δ	T	L	BC	EC
C25	2.00'	180°00'00"	-	6.28'	51+08.93	51+08.93
C26	6.00'	197°46'57"	40.45'	19.64'	53+50.00	53+50.00
C27	54.00'	10°11'04"	8.91'	16.94'	53+50.00	53+66.67
C28	54.00'	18°38'12"	10.99'	16.95'	53+83.33	54+00.00
C29	1.00'	167°28'44"	9.16'	3.14'	54+45.98	54+45.98
C30	2.00'	161°13'58"	12.10'	5.59'	54+92.00	54+92.00



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

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____ DATE: _____

REVIEWED BY:

CITY ENGINEER _____ DATE _____

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD
FROM STA 51+00 TO STA 55+50

Sheet Number:

C-9

Sheet 13 of 35

100% SUBMITTAL - NOT FOR CONSTRUCTION

GENERAL CONSTRUCTION NOTES:

1. PROVIDE ACCESS AT ALL TIME AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
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5. THE CONTRACTOR SHALL VERIFY WITH THE CITY ENGINEER THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE EXISTING CONCRETE WALK AND PAVEMENT.
6. THE CONTRACTOR SHALL ADJUST/REPLACE EXISTING IRRIGATION SYSTEM WITHIN PARKWAY IN THE PROPOSED IMPROVEMENT AREAS.
7. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE.
8. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

REMOVAL NOTES:

- [P] PROTECT IN PLACE
- [1] COLD MILL EXIST AC PAVEMENT (2")
- [2] SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- [5] SAWCUT AND REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS, AS APPLICABLE
- [11] SAWCUT AND REMOVE EXIST AC PAVEMENT, 12" WIDTH FROM PROPOSED MEDIAN CURB

CONSTRUCTION NOTES:

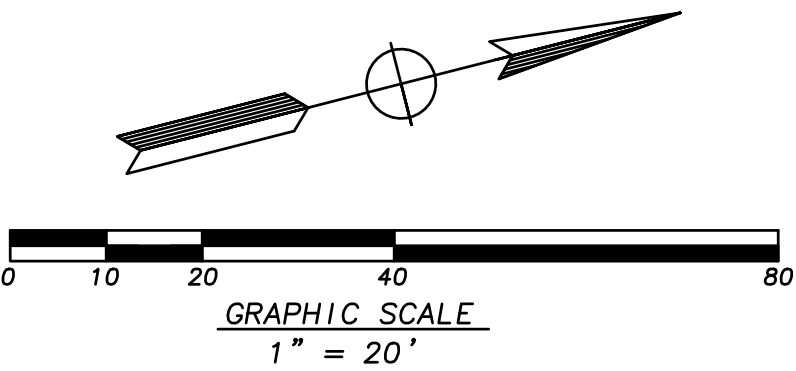
- [1] CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- [6] CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-3
- [11] ADJUST TO GRADE, UTILITY PER PLAN
- [13] CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION
- [17] INSTALL SERVICE EQUIPMENT ENCLOSURE, TYPE III-B PER CALTRANS STD PLAN E5-2E

LEGEND:

- [Hatched Box] COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
- [Cross-hatched Box] SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
- [Solid Grey Box] PROPOSED AC PAVEMENT

CURVE TABLE

No. X	R	Δ	T	L	BC	EC
C1	145.00'	8°25'08"	7.36'	26.83'	55+96.00	56+22.72
C2	145.00'	7°18'46"	6.39'	26.83'	56+49.33	56+76.00
C3	2.00'	180°00'00"	-	6.28'	57+68.00	57+68.00



J:\MONTBELLO\22-00179 AS-NEEDED SVCS\1\TOS-MONTBELLO BLVD\CADD\SHEETS\13_C-10.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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

REVISIONS			
NO.	DATE	BY	DESCRIPTION

APPROV.

UNDER THE SUPERVISION OF:

REGISTERED PROFESSIONAL ENGINEER

No. _____

Exp. _____

CIVIL

STATE OF CALIFORNIA

MARK THOMAS

MARK THOMAS & COMPANY

2121 ALTON PARKWAY, SUITE 210

IRVINE, CA 92606

DESIGNED BY: _____

DRAWN BY: _____

CHECKED BY: _____ DATE: _____

REVIEWED BY:

CITY ENGINEER _____ DATE _____

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)

ARTERIAL AND TRANSIT ROUTE STREETS PROP C

STREET IMPROVEMENT PLAN AND PROFILE FOR MONTEBELLO BOULEVARD

FROM STA 55+50 TO STA 60+00

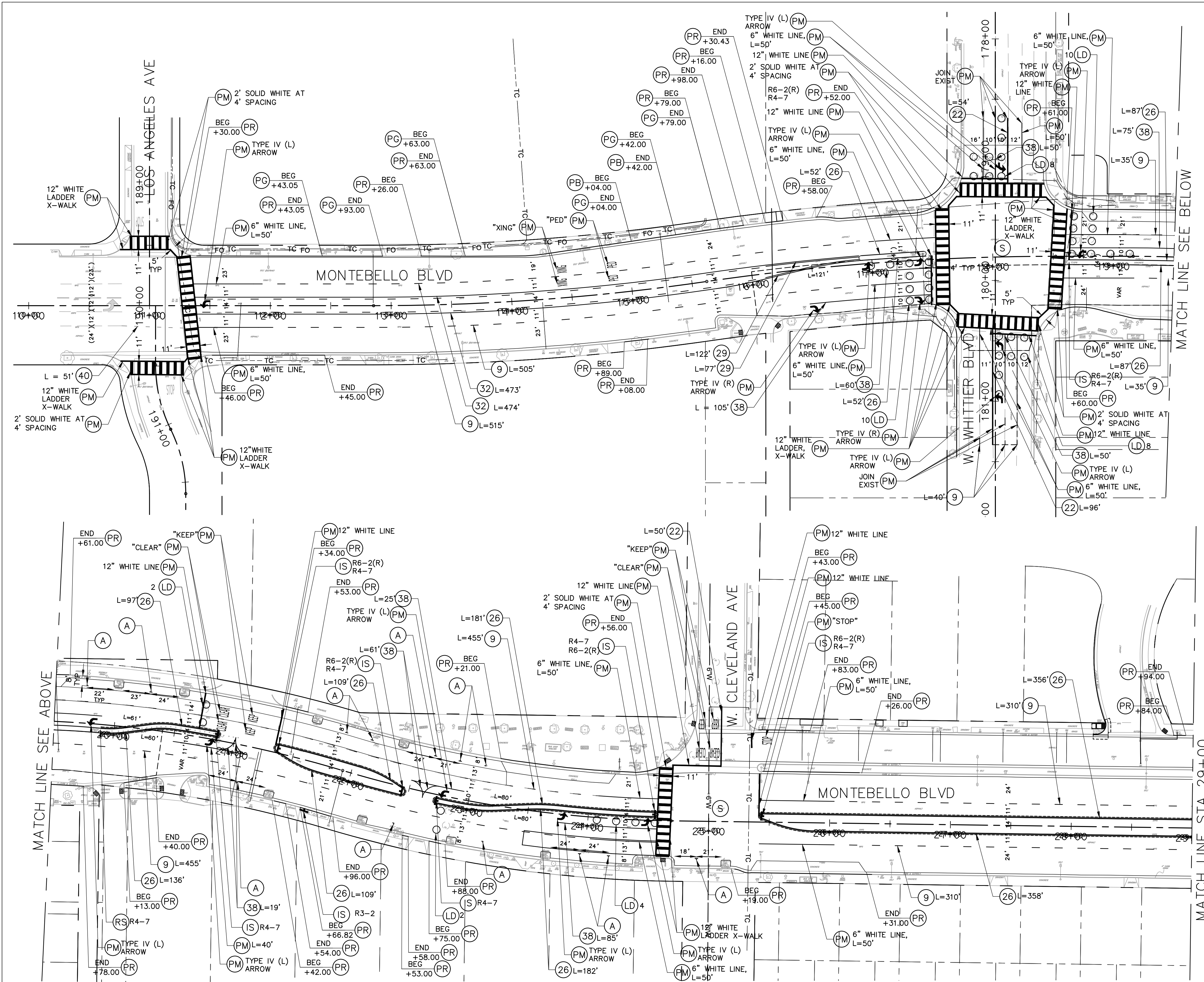
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Sheet 14 of 35

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J:\MONTBELLO\22-00179 AS-NEEDED SVC\1_T05-MONTBELLO BLVD\CADD\SHEETS\16_S-1.DWG



GENERAL STRIPING, MARKING AND SIGNING NOTES:

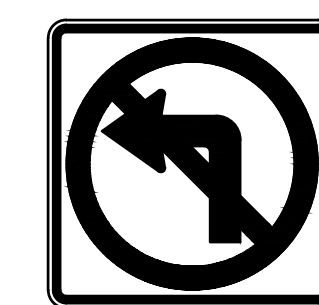
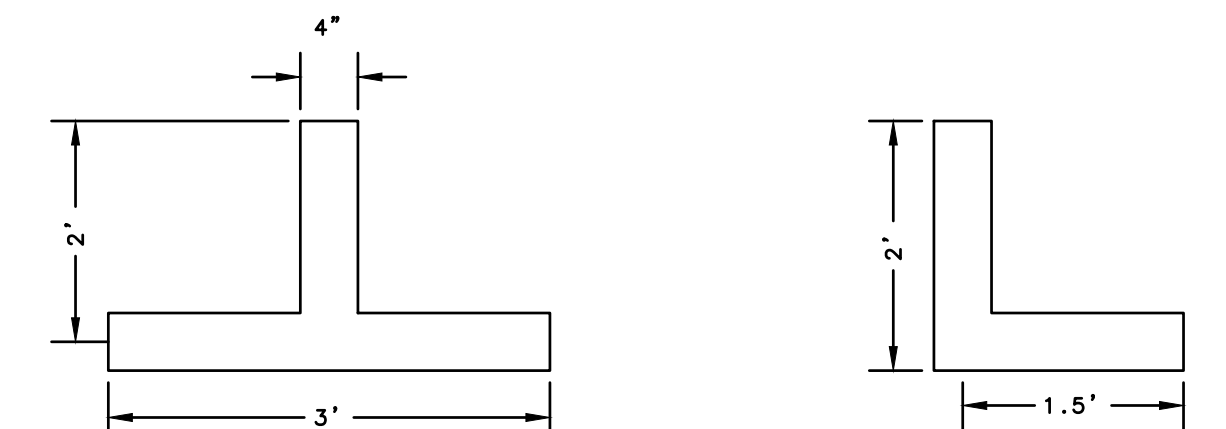
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3. ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT IS DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTIONS OF THE CITY TRAFFIC ENGINEER.
4. ANY TRAFFIC SIGNAL WORK TO BE DONE BY AN ELECTRICAL CONTRACTOR SPECIALIZING IN TRAFFIC SIGNAL CONSTRUCTION WHO HAS A STATE LICENSE THEREFOR MUST BE APPROVED BY THE CITY OF MONTEBELLO.
5. PERMITS TO PERFORM WORK WITHIN THE PUBLIC RIGHT-OF-WAY MUST BE OBTAINED FROM THE CITY OF MONTEBELLO. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY MUST BE PERFORMED BY A CONTRACTOR HOLDING A VALID STATE OF CALIFORNIA CONTRACTOR'S LICENSE AND CITY OF MONTEBELLO BUSINESS LICENSE, SUFFICIENT TO QUALIFY THE CONTRACTOR/SUBCONTRACTOR TO DO WORK. CONTRACTOR MUST HAVE ON FILE WITH THE CITY OF MONTEBELLO A CERTIFICATION OF INSURANCE.
6. CONTRACTOR SHALL PHOTOGRAPH/VIDEO THE EXISTING STRIPING AND CURB MARKINGS BEFORE REMOVAL TO PROVIDE A RECORD FOR USE IN RESTORING STRIPING AND CURB MARKING UPON COMPLETION OR PAVING WORK. COPY OF PICTURES/VIDEO IN CD ROM SHALL BE GIVEN TO CITY TRAFFIC ENGINEER BEFORE INSTALLING NEW STRIPING AND CURB MARKINGS.
7. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
8. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
9. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING. DAMAGED PAVEMENT AND/OR HOLES SHALL BE PATCHED WITH E-PG 64-10 ASPHALT CONCRETE PAVEMENT.
10. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE. BEFORE GRINDING STREET PAVEMENT SURFACE, CONTRACTOR IS TO MEASURE AND VIDEO SURFACE FOR USE IN LATER REPLACEMENT OF LINES IN SAME LOCATIONS ON NEW PAVING.
11. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
12. CONTRACTOR SHALL REPAINT ALL EXISTING STRIPING AND MARKINGS 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
13. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS AND PROPERTY NUMBERS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.

STRIPING NOTES:

- 1. INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- 2. INSTALL 4" PARKING STALL LINE, SEE DETAIL A ON SHEET S1
- 3. INSTALL LOOP DETECTORS TYPE E (6" DIAMETER) AND CONNECT TO DLC PER CALTRANS STD PLANS ES-5A & ES-5B
- 4. PAINT BLUE CURB
- 5. PAINT RED CURB
- 6. PAINT GREEN CURB
- 7. INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THRU A20H

SIGNING NOTES:

- 1. EXISTING TO REMAIN
- 2. RELOCATE EXISTING SIGN
- 3. INSTALL SIGN(S) AND POST AS NOTED
- 4. REMOVE AND SALVAGE SIGN AND POST AS NOTED



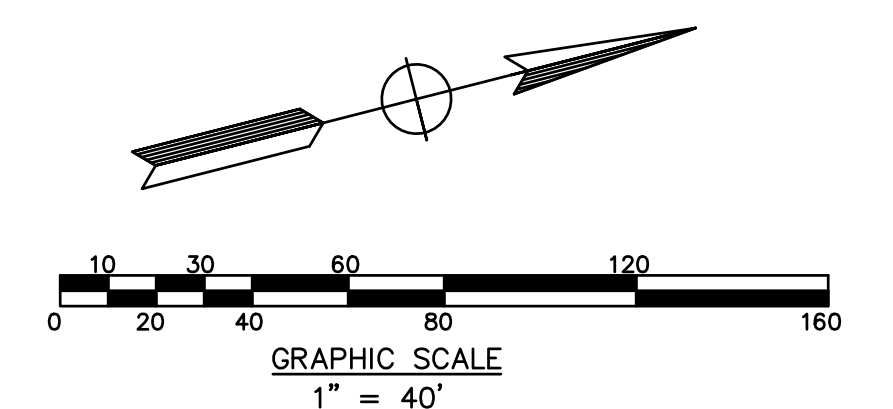
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R6-2(R)



R4-7



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

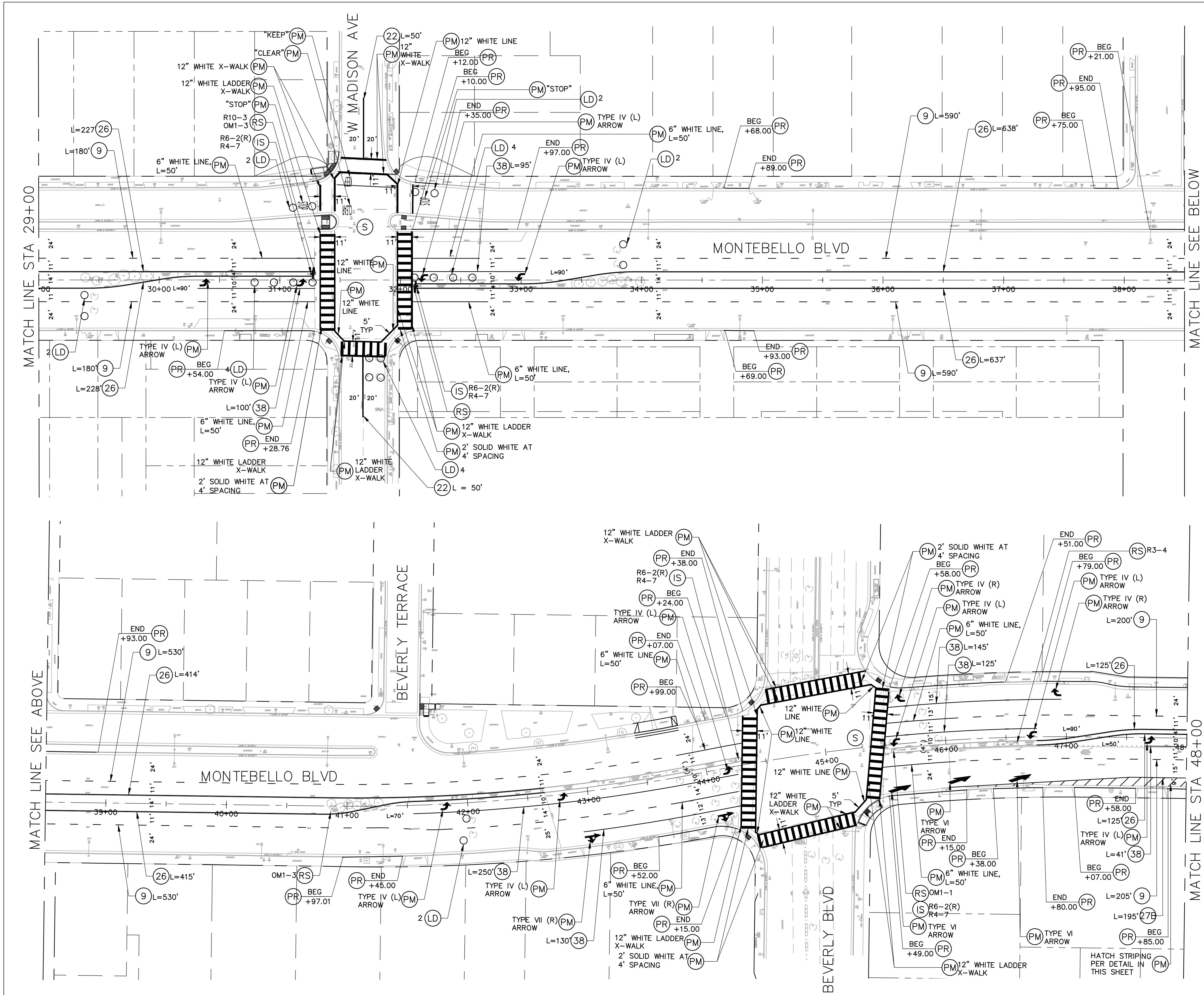
REVIEWED BY:
CITY ENGINEER
DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
SIGNING AND STRIPING PLAN FOR MONTEBELLO BOULEVARD
FROM LOS ANGELES AVENUE TO STA 29+00

Sheet Number:
S-1
Sheet 15 of 35

100% SUBMITTAL - NOT FOR CONSTRUCTION

J:\MONTBELLO\22-00179 AS-NEEDED SVC\1_T05-MONTBELLO BLVD\CADD\SHEETS\17_S-2.DWG



GENERAL STRIPING, MARKING AND SIGNING NOTES:

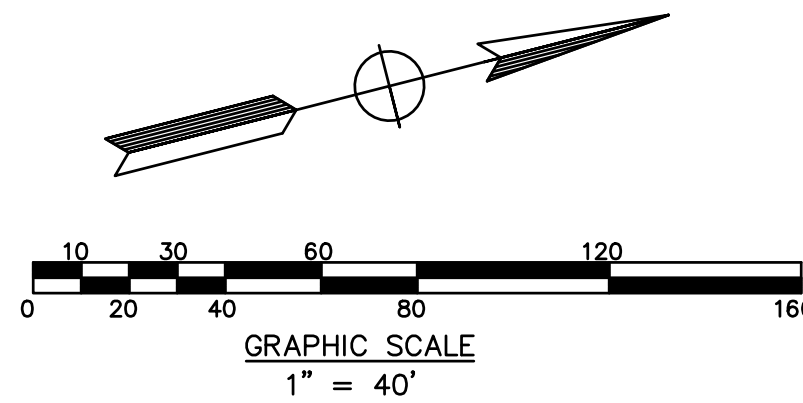
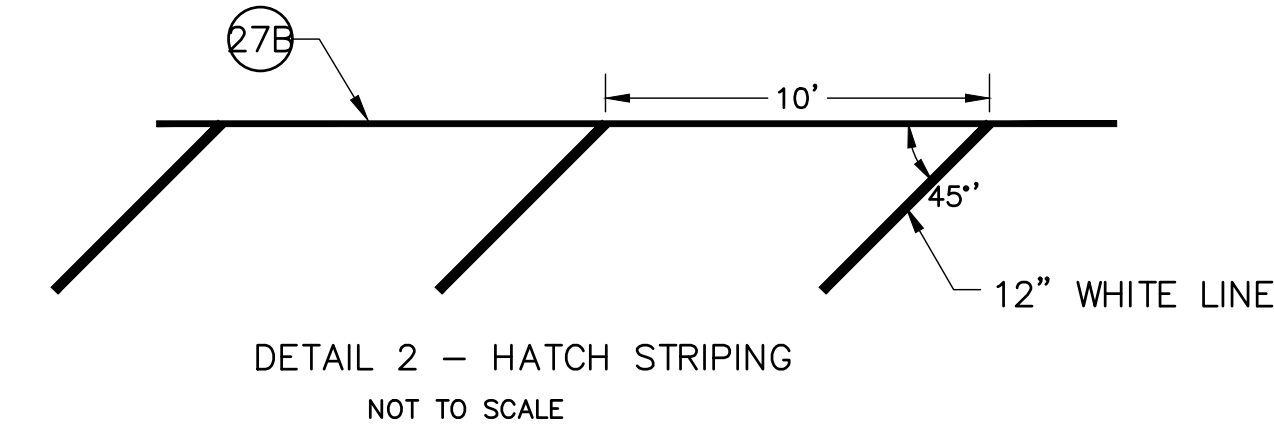
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- (PB) PAINT BLUE CURB
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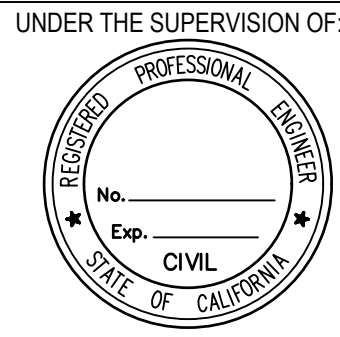
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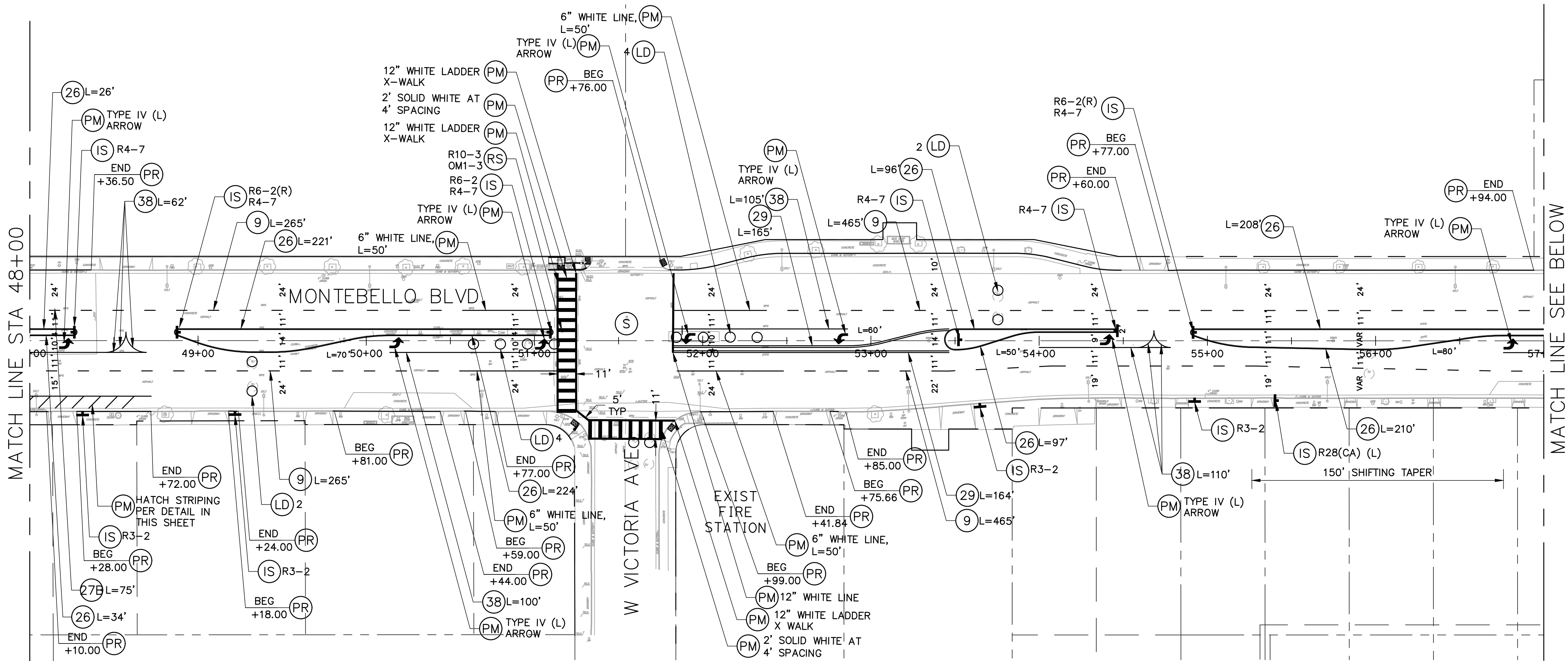
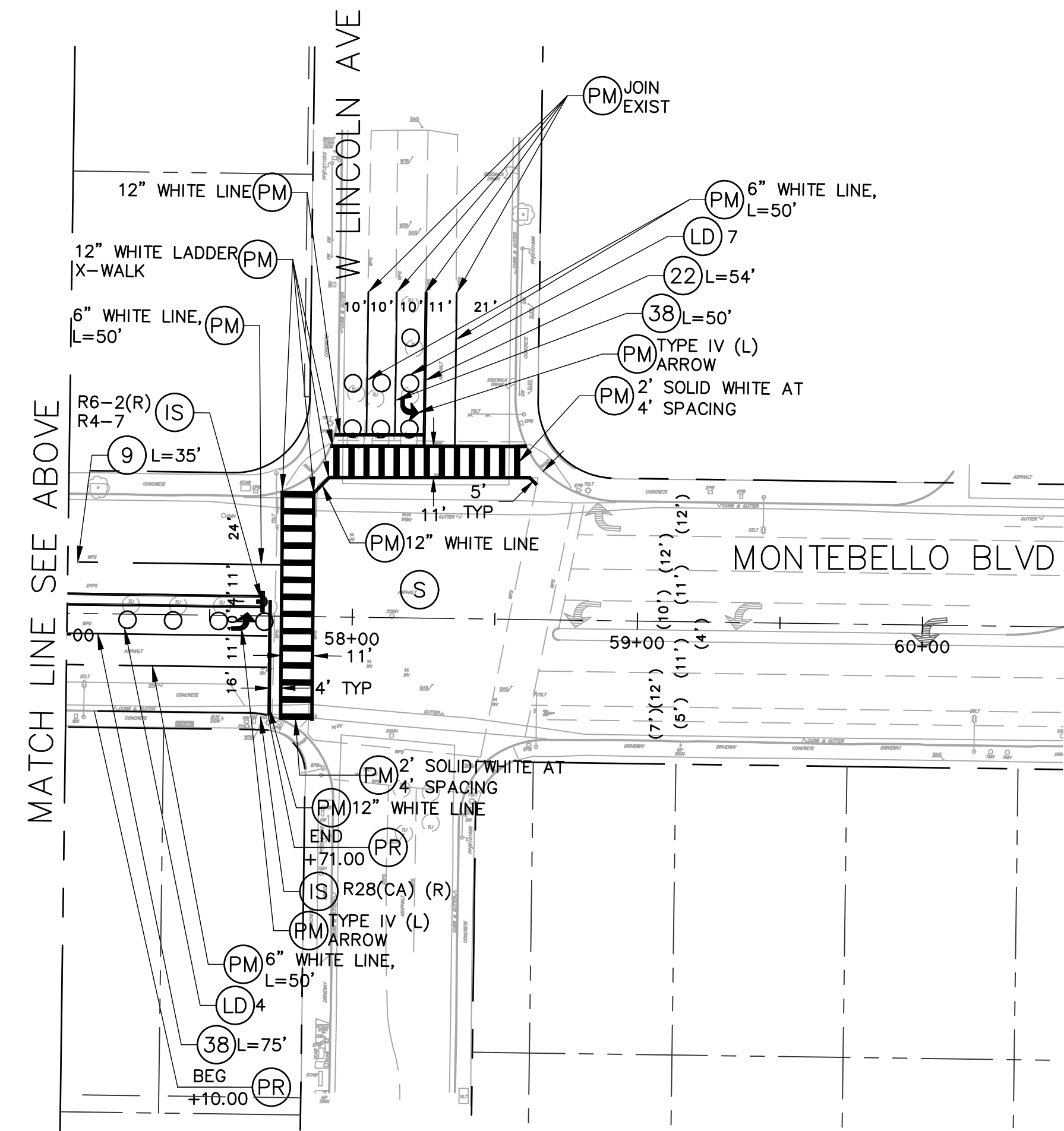
UNDER THE SUPERVISION OF:
MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY:
DRAWN BY:
CHECKED BY: DATE:

REVIEWED BY:
CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
SIGNING AND STRIPING PLAN FOR MONTEBELLO BOULEVARD
FROM STA 29+00 TO STA 48+00

Sheet Number:
S-2
Sheet 16 of 35

J:\MONTBELLO\22-00179 AS-NEEDED SVCS\1_T05-MONTBELLO BLVD\CADD\SHEETS\18_S-3.DWG



GENERAL STRIPING, MARKING AND SIGNING NOTES:

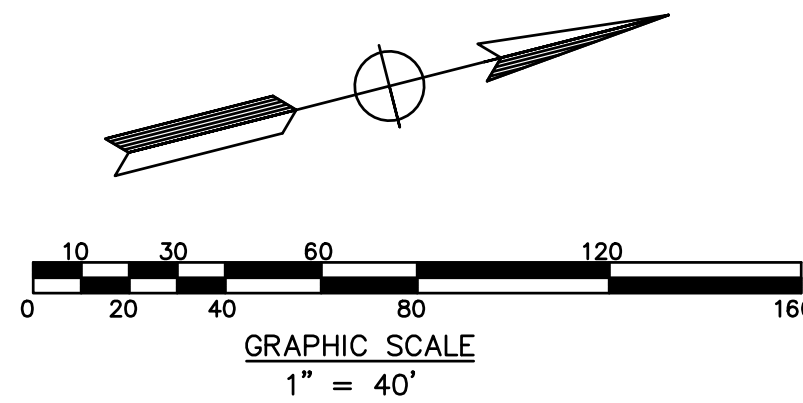
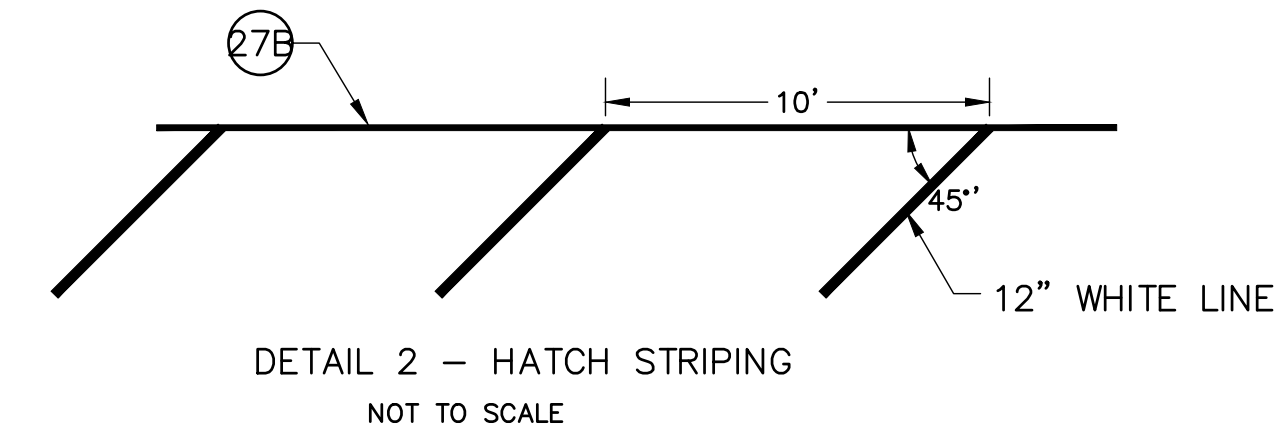
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UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____ DATE: _____

REVIEWED BY:

CITY ENGINEER _____ DATE _____

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C
SIGNING AND STRIPING PLAN FOR MONTEBELLO BOULEVARD
FROM STA 48+00 TO STA 66+00

Sheet Number:

S-3

Sheet 17 of 35

100% SUBMITTAL - NOT FOR CONSTRUCTION

1. THE IRRIGATION SYSTEM IS BASED ON THE MINIMUM OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT TO THE LANDSCAPE ARCHITECT ANY DIFFERENCE BETWEEN THE WATER PRESSURE SHOWN ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE POINT OF CONNECTION. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED IN WRITING PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY NECESSARY REVISIONS.
2. THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC., SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY. INSTALL PIPING AND VALVES IN PLANTING AREAS WHERE POSSIBLE, AND LOCATE ELECTRIC CONTROL AND QUICK COUPLING VALVES IN GROUND COVER/SHRUB AREAS, 6" TO 12" AWAY FROM EDGE OF SIDEWALK FOR EASY ACCESS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, STRUCTURES, AND UTILITIES. THE CONTRACTOR SHALL EXERCISE EXTREME CARE AND BE RESPONSIBLE FOR ANY DAMAGE IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES. THEY SHALL COORDINATE THEIR WORK FOR THE LOCATION OF UTILITIES AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, AND NEAR STRUCTURES. PRIOR TO CONSTRUCTION, CONTACT ALL APPLICABLE AGENCIES AND U.S.A. TO FIELD LOCATE ALL EXISTING UTILITIES.
4. THE FINAL LOCATION OF THE AUTOMATIC CONTROLLER SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO INSTALLATION.
5. FOR ADDITIONAL INFORMATION, SEE PROJECT DETAILS AND SPECIFICATIONS.
6. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL LINES, VALVES AND NOZZLES FOR OPTIMUM PERFORMANCE. ADJUST ALL NOZZLES TO ELIMINATE SPRAYING ONTO WALKS, STREETS, BUILDINGS, ETC.
7. FIELD ADJUSTMENTS MAY BE REQUIRED TO PROVIDE OPTIMUM OPERATING EFFICIENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO REVIEW PROPOSED FIELD ADJUSTMENTS PRIOR TO INSTALLATION. IN THE EVENT THAT NO WRITTEN REQUEST IS RECEIVED BY THE LANDSCAPE ARCHITECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISIONS.
8. SLEEVE ALL PRESSURE MAINLINE PIPE, LATERAL PIPE, AND CONTROL WIRES UNDER STREETS AND CONCRETE WALKWAYS WITH THE PROPER SIZE CLASS 315 PVC OR SCH 80 PVC AND DEPTH AS SPECIFIED.
9. INSTALL A COPPER TRACE WIRE FROM THE WATER METER TO THE BACKFLOW PREVENTER, BURIED IN THE SAME TRENCH AS THE PRESSURE SUPPLY LINE PIPING.
10. DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS DIAGRAMMATICALLY SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN SITE DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN FORESEEN AND CONSIDERED IN THE ENGINEERING. THE CITY ENGINEER SHOULD BE INFORMED IN WRITING OF SUCH OBSTRUCTIONS AND DIFFERENCES, BUT IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS AND REPAIR WORK NECESSARY.
11. INSTALL ALL PIPE MATERIALS AND EQUIPMENT AS SHOWN IN THE CONSTRUCTION DETAILS. USE "TEFLON" TAPE ON ALL PVC MALE THREADS OF ALL SPRINKLER SWING JOINTS AND VALVE ASSEMBLIES EXCEPT MARLEX STYLED FITTINGS.
12. THE BFP DEVICE MUST BE TESTED IMMEDIATELY UPON INSTALLATION AND ANNUALLY THEREAFTER BY A CERTIFIED TESTER LICENSED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH (626) 430-5290 BEFORE SERVICE CAN BE GRANTED.

 IRRIGATION CONTROLLER, FOR BIDDING PURPOSE, USE HCC-800-PL WITH RAIN-CLK SENSOR. 16 STATIONS FOR CONTROLLER A AND 8 STATIONS FOR CONTROLLER B. CONTRACTOR SHALL VERIFY THE MODEL WITH THE CITY PRIOR TO ORDER. IRRIGATION CONTROLLER SHALL BE MOUNTED INSIDE A CALTRANS STD TYPE III-BF ENCLOSURE CABINET THAT SHARES WITH THE ELECTRICAL METER. SEE CALTRANS SHEET ES-2E FOR DETAIL.

 REDUCED PRESSURED BACKFLOW ASSEMBLY, FEBCO 825Y-FS, 1" SIZE. STRONG BOX SMOOTH TOUCH SERIES STAINLESS STEEL ENCLOSURE SBBC-45SS. SEE IRRIGATION PLANS FOR LOCATION.

 WATER METER, 1" SIZE. SEE PLANS FOR LOCATION.

 MASTER VALVE, SUPERIOR 3200100, 1" SIZE FLOW REQUIREMENTS 0-320 GPM. INSTALL PER DETAIL.

 FLOW SENSOR, HUNTER HC-100-FLOW-B, WITH OPERATING RANGE OF 1.16-130 GPM. INSTALL PER DETAIL.

 BALL VALVE, WATTS, FBV, LINE SIZE, UNLESS NOTED OTHERWISE.

 REMOTE CONTROL VALVE ASSEMBLY, RAINBIRD 100PEB, WITH OPERATING RANGE OF 0.25-200 GPM WITH BALL VALVE. INSTALL PER DETAIL.

 REMOTE CONTROL DRIP VALVE ASSEMBLY, RAINBIRD XCZ-100-PRB-COM, WITH OPERATING RANGE OF 0.3-20 GPM INSTALL PER DETAIL.

 QUICK COUPLING VALVE ASSEMBLY, RAINBIRD 33DLRC, 1" SIZE.

 DEEP WATER BUBBLER ASSEMBLY, RAINBIRD RWS-GRATE-P-B-X-1401, 36" TUBE, 0.25 GPM EACH (0.5 TOTAL PER TREE), TWO PER TREE IN MEDIAN. INSTALL PER DETAIL.

 LANDSCAPE DRIPLINE 2"- 4" DEEP, RAINBIRD, XFSP-06-18-500 WITH THE DRIPLINES LAYOUT TO BE 18" ON CENTER, WITH AUTOMATIC FLUSH VALVE NETAFIG, TLFV-1 IN 6" ROUND BOX, LOCATE AT LOWEST POINT IN SYSTEM AND AIR RELEASE VALVE ASSEMBLY ARV050 VALVE KIT IN 6" ROUND BOX, LOCATE IN HIGHEST POINT IN SYSTEM. SEE PLAN FOR LOCATIONS.

----- IRRIGATION MAINLINE, 18" DEEP IN MEDIAN, 24" UNDER STREET, SCH 40 PVC 1 1/2" DIA. INSTALL PER DETAIL.

_____ LATERAL LINE, SCH 40 PVC, 12" DEEP MIN., SIZE 1" DIA. UNLESS NOTED ON PLAN, INSTALL PER DETAIL.

===== SLEEVE, SCH 80 PVC UNDER STREET, 24" BELOW FINISHED GRADE, TO BE TWICE THE DIAMETER OF THE PIPE SIZE. COVER TO BE AS INDICATED IN SPECS. PIPE DEPTH OF COVER, INSTALL PER DETAIL. CONTRACTOR TO PROVIDE EXTRA SLEEVE ADJACENT TO PROPOSED SLEEVE WHEN NECESSARY. SIZE SLEEVES PER DETAIL AND SEE PLAN FOR LOCATION.

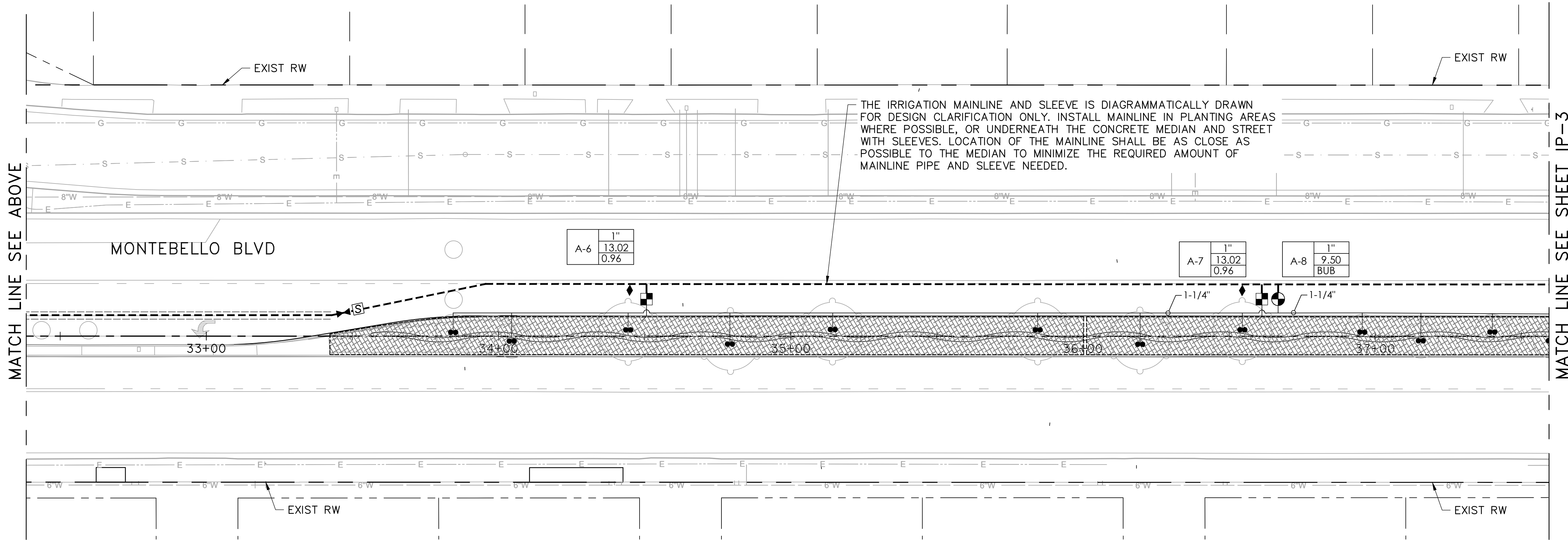
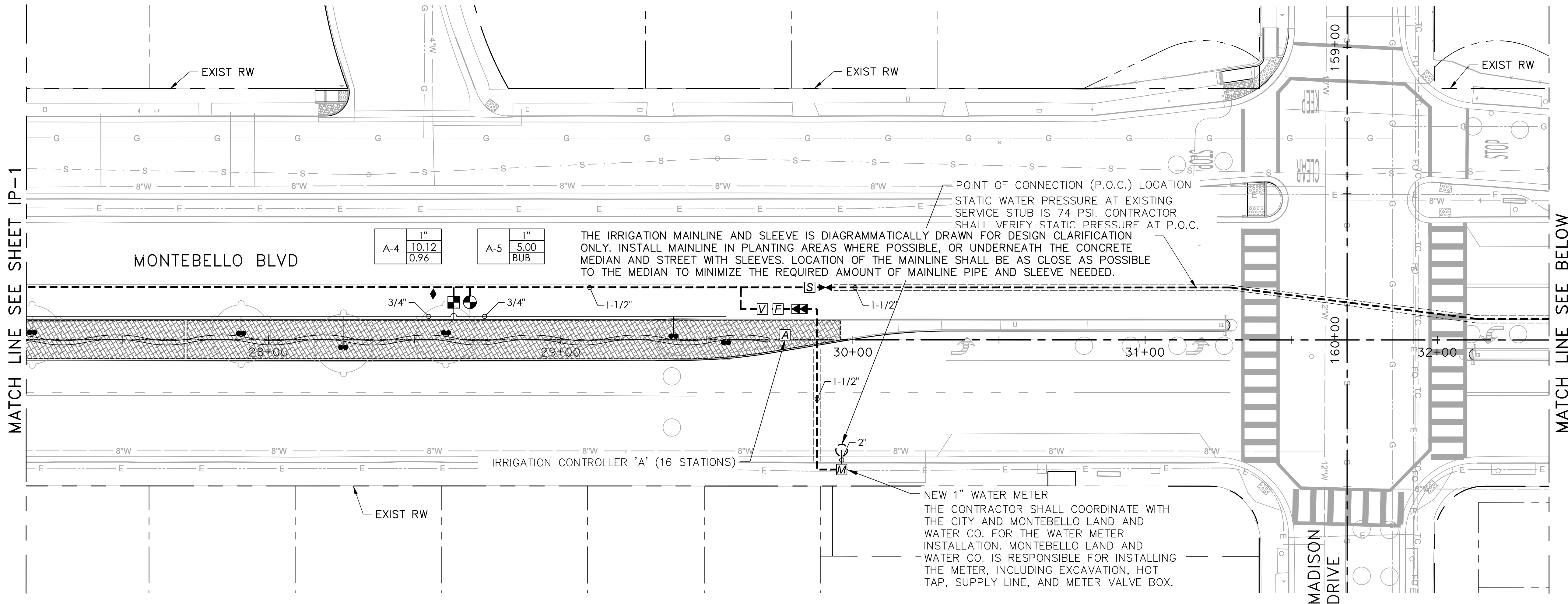
_____ IRRIGATION SUPPLY LINE CONNECTION, COPPER TYPE K, 2" DIA. BETWEEN POINT OF CONNECTION AND WATER METER.

_____ CONTROL WIRE CONDUIT, NOT SHOWN ON PLAN, CONTRACTOR SHALL INSTALL PER DETAIL.

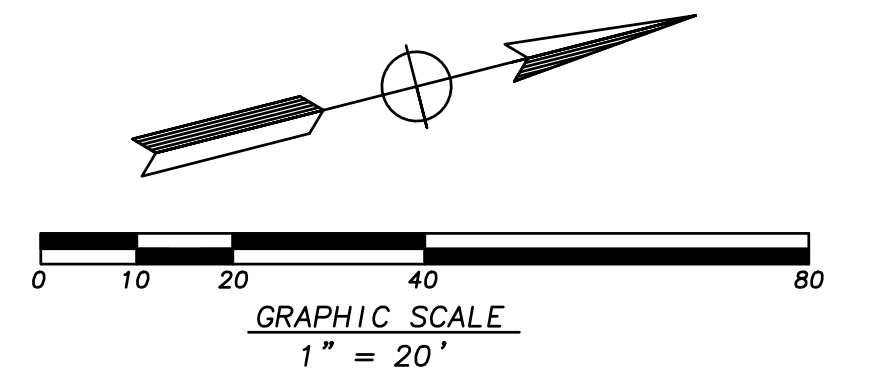
 SPLICE BOX

1 MAWA & ETWU CALCULATIONS
IP-0

SIGNATURE _____ DATE _____



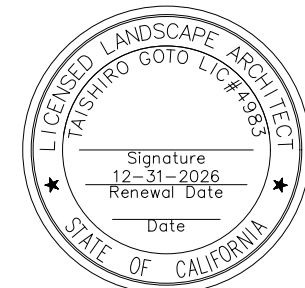
FOR NOTES AND LEGENDS, SEE SHEET IP-0



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ML
DRAWN BY: ML
CHECKED BY: JG DATE:

REVIEWED BY:

CITY ENGINEER DATE

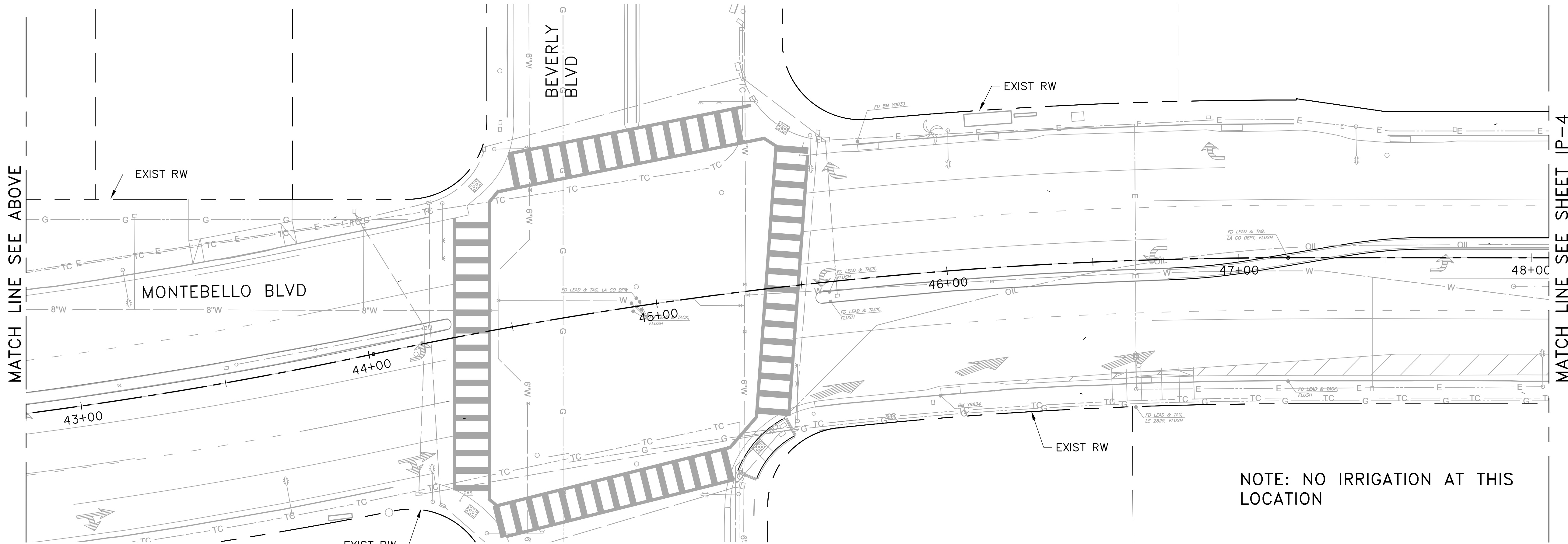
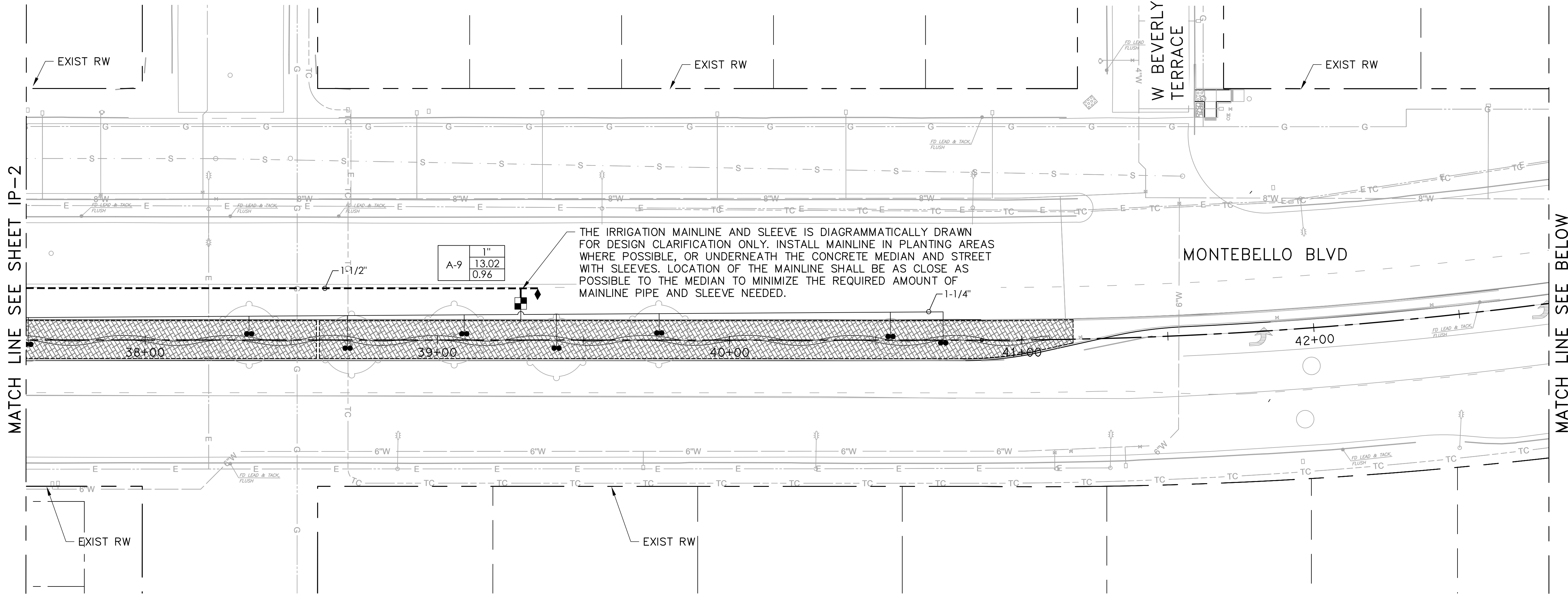
PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

IRRIGATION PLAN

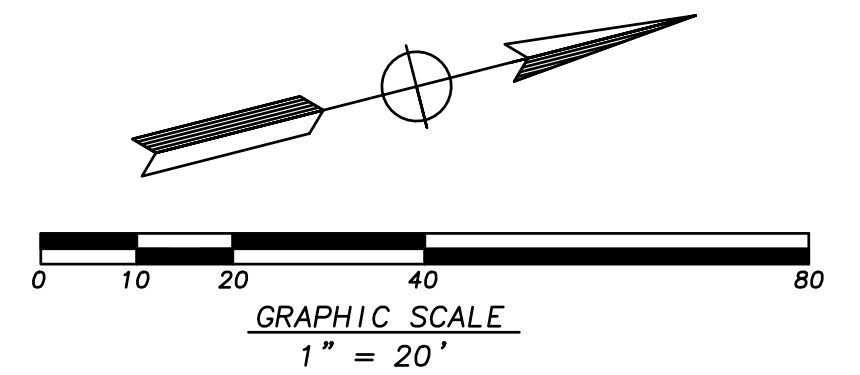
Sheet Number:

IP-2

Sheet 20 of 35



FOR NOTES AND LEGENDS, SEE SHEET IP-0



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DATE

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ARTERIAL AND TRANSIT ROUTE STREETS PROP C

IRRIGATION PLAN

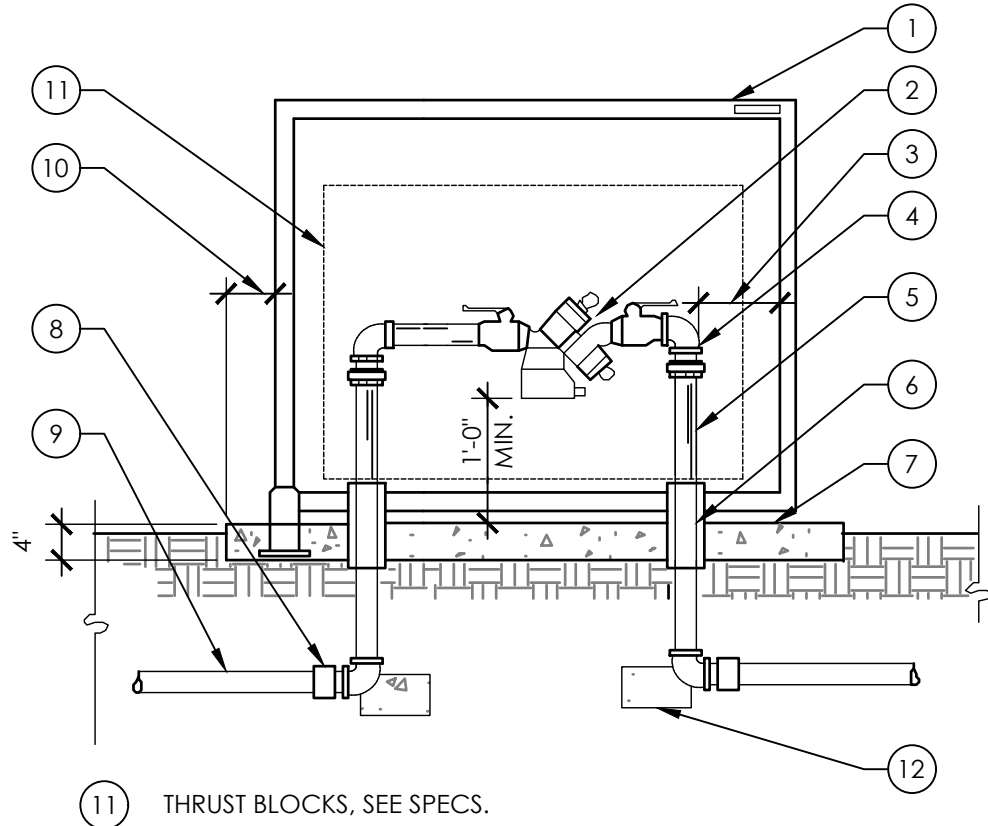
Sheet Number:

IP-3

Sheet 21 of 35

KEY:

- 1 BACKFLOW PREVENTOR ENCLOSURE STRONG BOX, SIZE AS REQUIRED. SECURE WITH PRESET ANCHOR BOLTS.
- 2 REDUCED PRESSURE BACKFLOW DEVICE.
- 3 MINIMUM 6" CLEARANCE ALL AROUND
- 4 BRASS FITTINGS, TYP.
- 5 RISER, COPPER TYPE "K", TYP.
- 6 PVC SLEEVE
- 7 4" CONCRETE SLAB, LIGHT WASHED FINISH AND TOOLED EDGES.
- 8 MALE ADAPTER, SCH. 40 GALVANIZED
- 9 MAINLINE, TYP.
- 10 4" CLEARANCE ALL AROUND

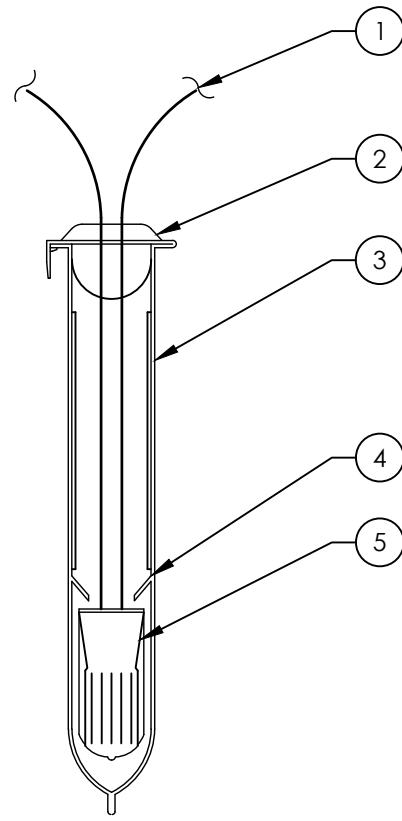


1 REDUCED PRESSURE BACKFLOW ASSEMBLY WITH ENCLOSURE

SCALE

KEY:

- 1 LOW VOLTAGE WIRES, 3 MAXIMUM. CONTINUATION SHOWN TO 18" MINIMUM. PIGTAIL EXPANSION LOOP
- 2 WIRES PASS THROUGH GROOVES IN TUBE LID TO ALLOW LID TO CLOSE TUBE LID AFTER WIRE IS INSERTED INTO TUBE.
- 3 POLYPROPYLENE TUBE.
- 4 LOCK TABS PREVENT WIRE REMOVAL ONCE CONNECTOR IS INSERTED
- 5 SCOTCHLOK ELECTRICAL SPRING CONNECTOR. WIRE INSULATION SHALL BE PRE-STRIPPED 1/2" PRIOR TO INSERTION INTO THE CONNECTOR. TWIST CONNECTOR ONTO WIRES TO SEAT FIRMLY. SCOTCHLOK CONNECTOR AND WIRES SHALL BE INSERTED INTO TUBE UNTIL THE CONNECTOR PASSES LOCK TABS

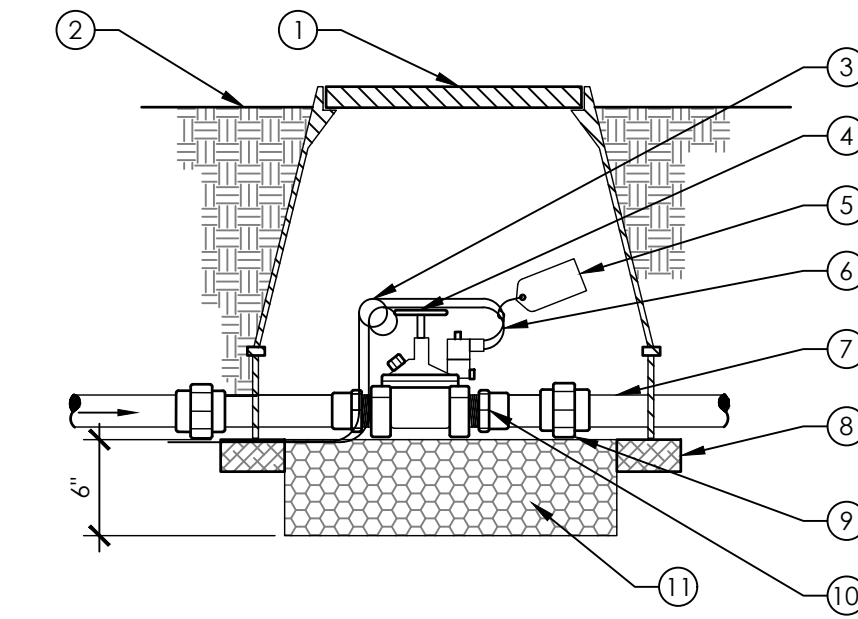


NOTES:

- WIRE CONNECTOR SHALL BE A 3M DBY DIRECT BURY SPLICE KIT OR APPROVED EQUAL.
- KIT SHALL INCLUDE A SCOTCHLOK Y SPRING CONNECTOR, A POLYPROPYLENE TUBE AND A WATERPROOF SEALING GEL. TUBE SHALL BE SUPPLIED PREFILLED WITH GEL.
- DIRECT BURY SPLICE KIT SHALL BE USED TO ELECTRICALLY CONNECT TWO (2) OR THREE (3) #14 OR TWO (2) #12 PRE-STRIPPED COPPER WIRES. LARGER WIRES OR GREATER QUANTITIES OF WIRES SHALL REQUIRE A LARGER APPROVED WIRE CONNECTION.

2 WIRE CONNECTOR

SCALE



KEY:

- 1 VALVE BOX WITH BOLT DOWN COVER AND BOX EXTENSION IF REQUIRED. REFER TO SPECIFICATIONS.
- 2 FLUSH IN PAVED AREAS, 2" IN PLANTING BEDS.
- 3 PIG TAIL EXPANSION LOOP, MINIMUM 18".
- 4 ELECTRIC CONTROL VALVE
- 5 VALVE IDENTIFICATION TAG.
- 6 CONTROL AND COMMON WIRES
- 7 LATERAL LINE, ANGLE TO 12" MINIMUM DEPTH AS REQUIRED.
- 8 STANDARD BRICK, TYP. FOUR (4) PLACES.
- 9 SCH 80 PVC UNION DOWNSTREAM OF VALVE
- 10 SCH 40 PVC MALE ADAPTER, TYP. TWO (2) PLACES.
- 11 3/4" DIAMETER DRAIN ROCK BELOW VALVE.

NOTES:

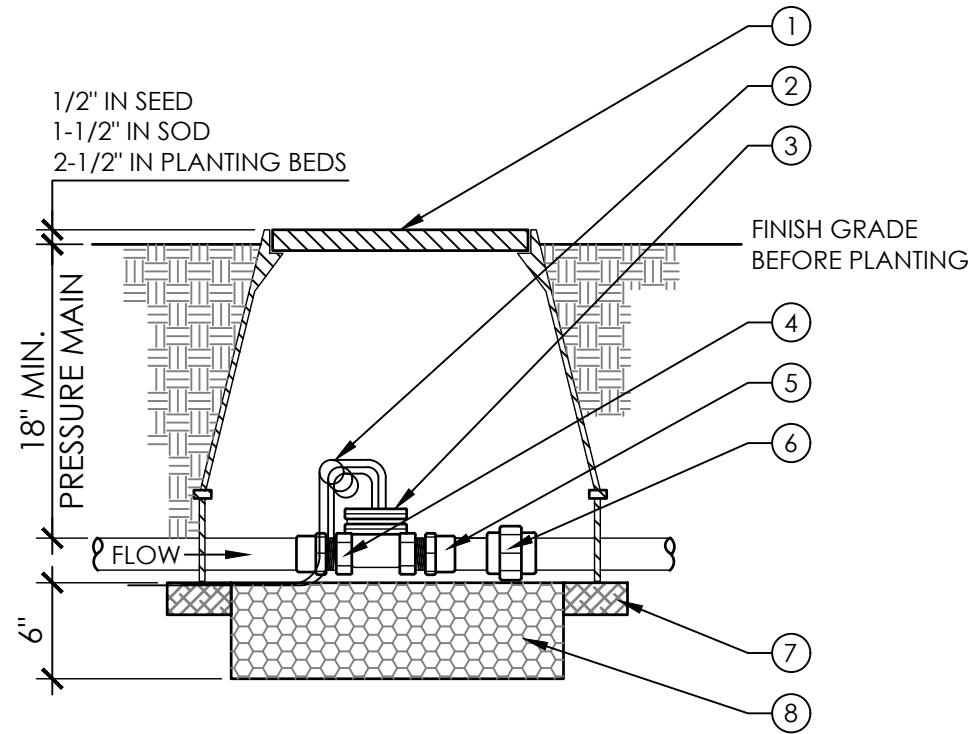
- INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
- INSTALL VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
- PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
- INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPE.
- PLACE 3/4" DIAMETER DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
- BALL VALVE AND FITTINGS SHALL BE LINE SIZE UNLESS NOTED OTHERWISE.
- REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.

3 MASTER VALVE

SCALE

KEY:

- 1 VALVE BOX AND BOLT DOWN COVER, AND BOX EXTENSION IS REQUIRED. REFER TO SPECIFICATIONS.
- 2 PIG TAIL EXPANSION LOOP, 18" MINIMUM.
- 3 FLOW SENSOR USE WITH PULSE PUTPUT TRANSMITTER OR FLOW MONITOR. SEE IRRIGATION LEGEND AND SPECIFICATIONS.
- 4 COMMUNICATIONS CABLE, RETURN TO CONTROLLER WITHIN 1" GRAY SCHEDULE 40 PVS CONDUIT.
- 5 SCH 40 PVC MALE ADAPTOR, TYP. TWO (2) PLACES.
- 6 SCH 80 PVC UNION DOWNSTREAM OF VALVE.
- 7 BRICK, TYP. THREE (3) PLACES.
- 8 3/4" DIAMETER DRAIN ROCK BELOW VALVES.



NOTES:

- REDUCE BENDS, FITTINGS, ETC., FOR DISTANCE EQUAL TO 10X DIAMETER OF PIPE. SIMILAR ON BOTH SIDES OF SENSOR.
- INSTALL FLOW SENSOR A MINIMUM OF 12" FROM STRUCTURES OF HARDSCAPING.
- INSTALL FLOW SENSOR IN PLANTING BEDS WHEREVER POSSIBLE.
- PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
- INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPE.
- PLACE 3/4" DIAMETER DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
- REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.

4 FLOW SENSOR

SCALE

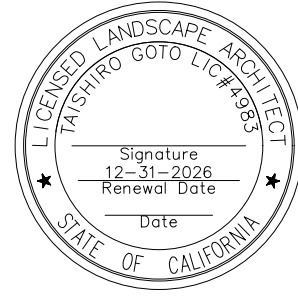
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CHECKED BY: JG DATE:

REVIEWED BY:

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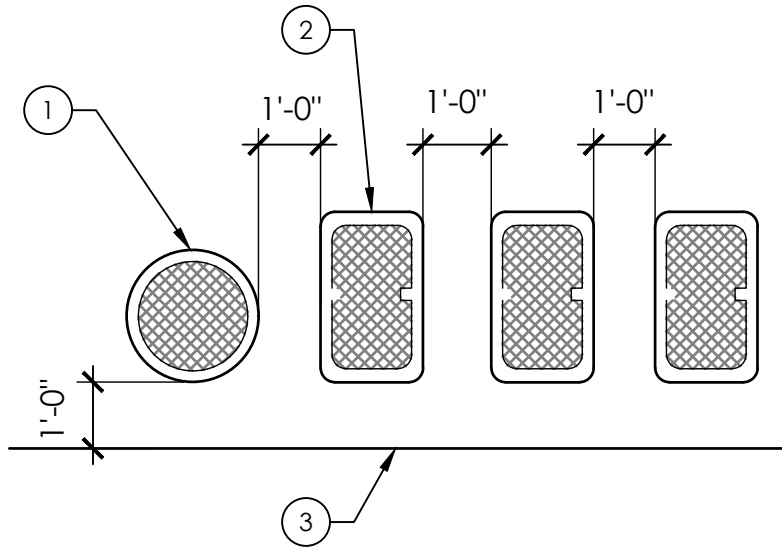
PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

IRRIGATION DETAILS

Sheet Number:

ID-1

Sheet 23 of 35



KEY:

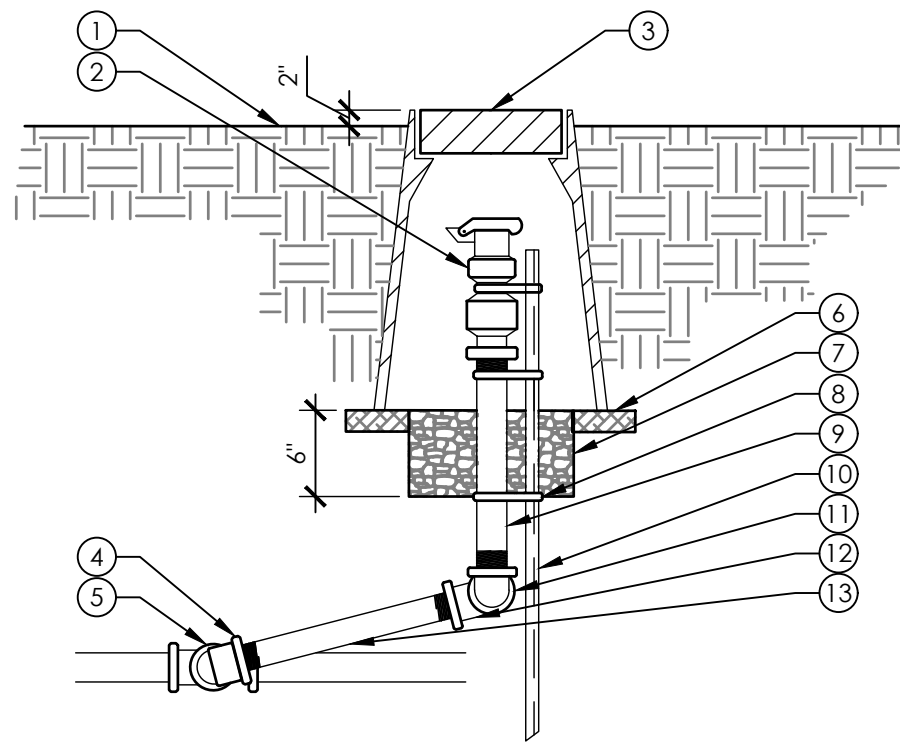
- ① CIRCULAR VALVE BOX, 10" DIA. FOR QUICK COUPLER VALVE AND BALL VALVE, 6" DIA. FOR FLUSH VALVE, AIR RELEASE VALVE, AND SPUR BOX. MODEL NDS 112BC/107BC OR EQUAL.
- ② RECTANGULAR VALVE BOX FOR REMOTE CONTROL VALVE, REMOTE CONTROL MASTER VALVE, AND FLOW SENSOR. MODEL NDS 318BC/314BC NDS OR EQUAL.
- ③ EDGE OF PLANTER

NOTES:

1. CENTER VALVE BOX OVER VALVE.
2. PLACE REMOTE CONTROL VALVE ASSEMBLY SHRUB/GROUND COVER AREA WHENEVER POSSIBLE. INSTALL IN TURF AREA ONLY IF SHRUB/GROUND COVER AREA DOES NOT EXIST ADJACENT TO LAWN.
3. SET VALVE BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE OF PLANTER. SET ALL GROUPINGS OF VALVE BOXES LEVEL WITH EACH OTHER OR AT THE SAME HEIGHT ABOVE GRADE.

1 VALVE BOX LAYOUT
ID-2

N.T.S.



KEY:

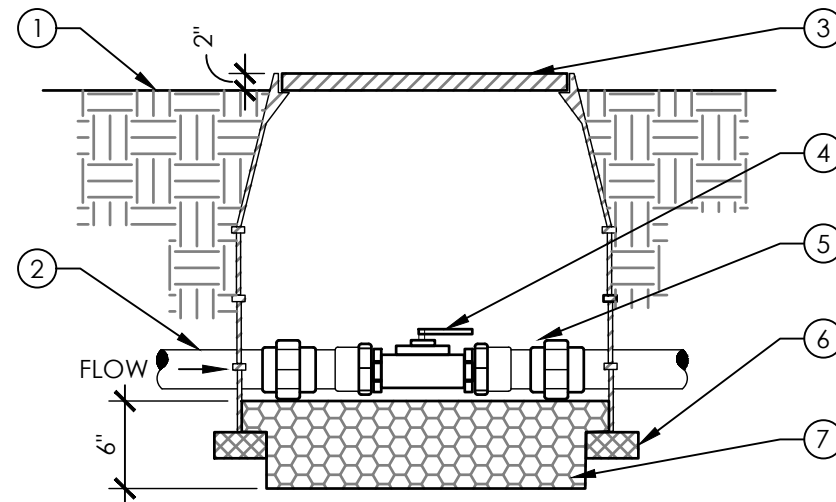
- ① FINISH GRADE
- ② QUICK COUPLING VALVE. SEE IRRIGATION LEGEND
- ③ VALVE BOX, AND LOCKING COVER. SEE SPECIFICATIONS.
- ④ SCH. 40 PVC 90° ELL (FIPTXMIPT)
- ⑤ SCH 40 PVC TEE (SLIPXSLIPXFPT)
- ⑥ BRICK TYP. (3) PLACES
- ⑦ 3/4" DRAIN ROCK
- ⑧ STAINLESS STEEL SCREW CLAMP, MINIMUM (3) PLACES
- ⑨ SCH 80 PVC THREADED NIPPLE, 12" LONG
- ⑩ #5 REBAR ANGLE IRON (36" LONG)
- ⑪ SCH 40 PVC 90° ELL (FIPTXMIPT)
- ⑫ SCH 40 PVC 90° ELL (FIPTXFPT)
- ⑬ SCH 80 PVC THREADED NIPPLE (12" LONG)

NOTES:

1. INSTALL QUICK COUPLING VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
2. PLACE 3/4" DIAMETER DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
3. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.
4. SIZE OF ASSEMBLY TO BE EQUAL TO THE FIPPT OF THE QUICK COUPLER.

2 QUICK COUPLING VALVE
ID-2

N.T.S.



KEY:

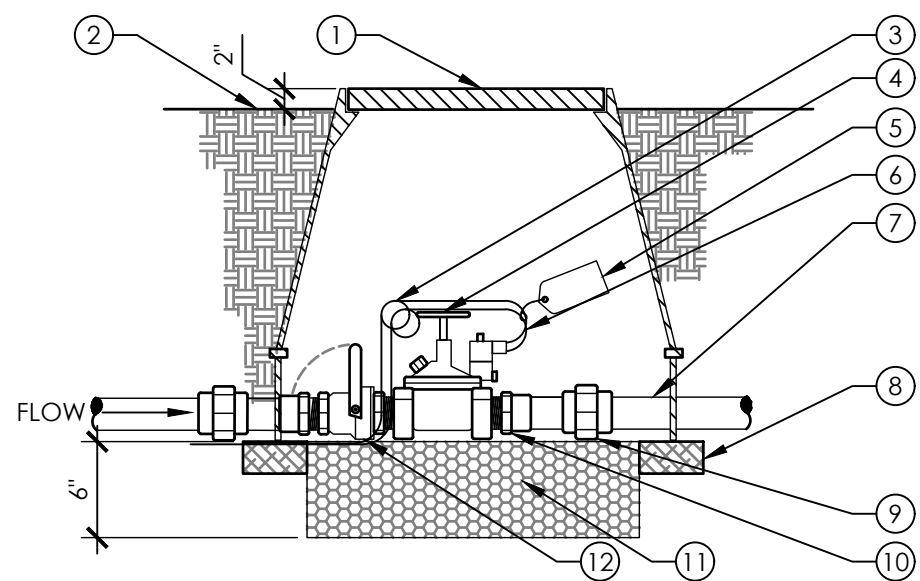
- ① FINISH GRADE.
- ② MAINLINE.
- ③ VALVE BOX AND LOCKING COVER, W/ BOX EXTENSIONS AS REQUIRED. SEE SPECS.
- ④ BALL VALVE, SEE IRRIGATION LEGEND.
- ⑤ SCH 80 PVC UNION DOWNSTREAM OF VALVE.
- ⑥ BRICK, TYP. THREE (3) PLACES.
- ⑦ 3/4" DIA. DRAIN ROCK (NOT TO EXCEED BOTTOM OF VALVE).

NOTES:

1. INSTALL BALL VALVE TO A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL BALL VALVE IN PLANTING AREAS WHEREVER POSSIBLE.
3. PLACE 3/4" DIAMETER DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
4. FINISH GRADE BEFORE PLANTING.
5. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.

3 BALL VALVE
ID-2

N.T.S.



KEY:

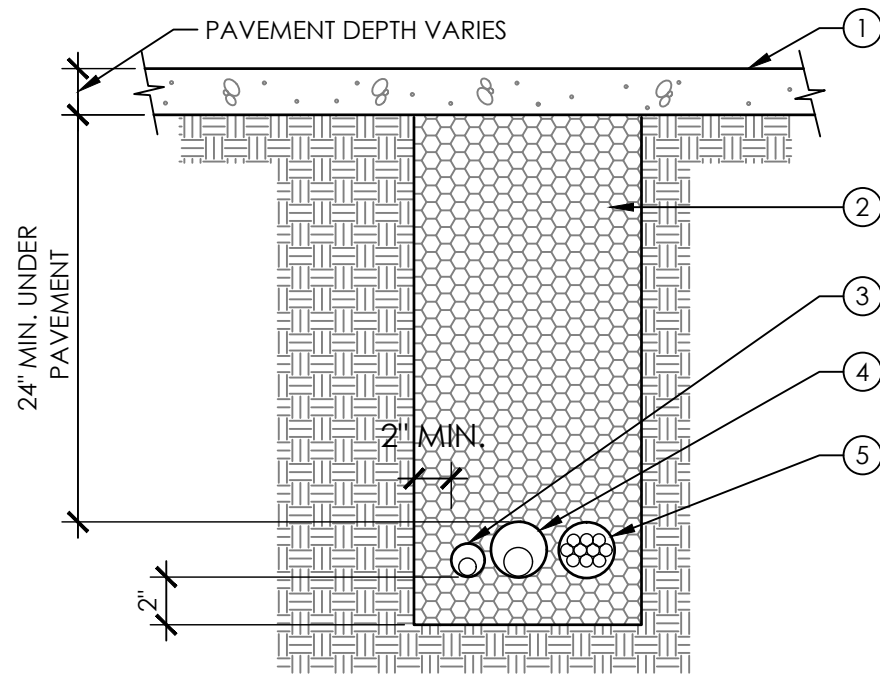
- ① VALVE BOX WITH BOLT DOWN COVER AND BOX EXTENSION IF REQUIRED. REFER TO SPECIFICATIONS.
- ② FLUSH IN PAVED AREAS, 2" IN PLANTING BEDS
- ③ PIG TAIL EXPANSION LOOP, MINIMUM 18"
- ④ ELECTRIC CONTROL VALVE
- ⑤ VALVE IDENTIFICATION TAG
- ⑥ CONTROL AND COMMON WIRES
- ⑦ LATERAL LINE, ANGLE TO 12" MINIMUM DEPTH AS REQUIRED
- ⑧ STANDARD BRICK, TYP. FOUR (4) PLACES
- ⑨ SCH 80 PVC UNION DOWNSTREAM OF VALVE
- ⑩ SCH 40 PVC MALE ADAPTER, TYP. TWO (2) PLACES
- ⑪ 3/4" DIAMETER DRAIN ROCK BELOW VALVE
- ⑫ BALL VALVE. SEE IRRIGATION LEGEND FOR MANUFACTURER AND MODEL NUMBER

NOTES:

1. INSTALL VALVES A MINIMUM OF 12" FROM STRUCTURES OR HARDSCAPING.
2. INSTALL VALVES IN PLANTING BEDS WHEREVER POSSIBLE.
3. PLACE VALVE BOX AT RIGHT ANGLES TO STRUCTURES OR HARDSCAPING.
4. INSTALL VALVE BOX SO THAT TOP OF VALVE BOX IS FLUSH WITH ADJACENT HARDSCAPE.
5. PLACE 3/4" DIAMETER DRAIN ROCK PRIOR TO INSTALLATION OF VALVE BOX.
6. BALL VALVE AND FITTINGS SHALL BE LINE SIZE UNLESS NOTED OTHERWISE.
7. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.

4 REMOTE CONTROL VALVE ASSEMBLY
ID-2

N.T.S.



KEY:

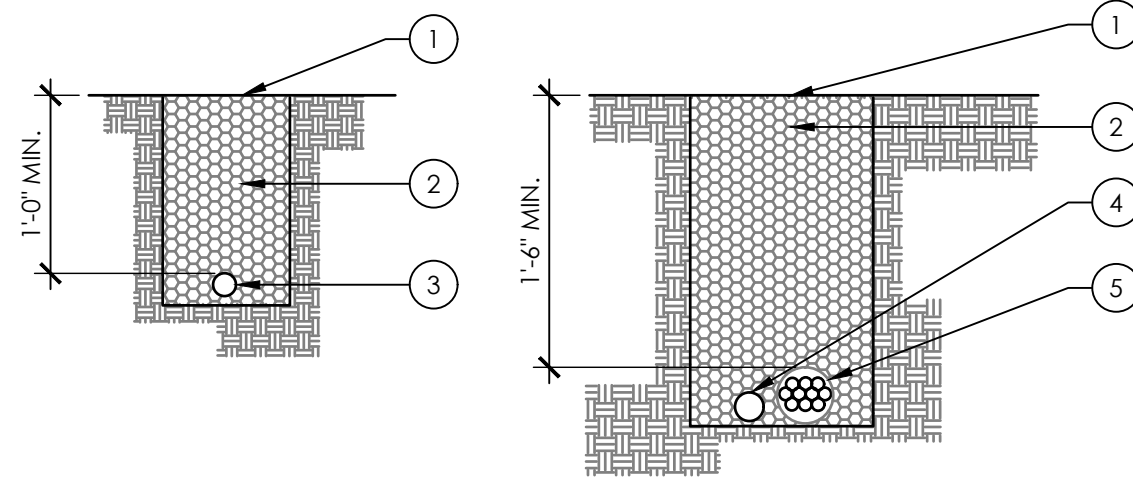
- ① FINISH GRADE OF ASPHALT PAVING, CONCRETE OR OTHER IMPERVIOUS MATERIALS. SEE CIVIL PLANS.
- ② CLEAN BACKFILL COMPACTED TO 95% UNDER PAVING. SEE SPECIFICATIONS.
- ③ NON PRESSURE LATERAL LINE SLEEVE WITH LATERAL SHOWN INSIDE. NON PRESSURE LATERAL LINE SLEEVE REQ. UNDER PAVING (TWICE THE DIA. OF LATERAL LINE)
- ④ MAIN LINE SLEEVE WITH MAINLINE SHOWN INSIDE. MAIN LINE SLEEVE REQUIRED. UNDER PAVING (TWICE THE DIAMETER, OF PRESSURE MAIN LINE)
- ⑤ CONTROL WIRE CONDUIT WITH CONTROL WIRE SHOWN INSIDE UNDER PAVING. SIZE AS REQUIRED. INSTALL ADJACENT TO PRESSURE MAIN LINE.

NOTES:

1. ALL SLEEVES TO BE SCH 40 PVC
2. EXTEND ALL SLEEVES 12" BEYOND EDGE OF HARDSCAPING AT BOTH ENDS, CAP ENDS AND FLAG LOCATIONS.
3. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.

5 PIPE TRENCH UNDER PAVEMENT
ID-2

N.T.S.



KEY:

- ① FINISH GRADE
- ② CLEAN BACKFILL COMPACTED TO 85%. SEE SPECIFICATIONS.
- ③ LATERAL LINE
- ④ MAINLINE
- ⑤ DIRECT BURIAL CONTROL WIRE ADJACENT TO MAINLINE. SEE SPECIFICATIONS.

NOTES:

1. REFER TO SPECIFICATIONS AND PLAN SHEETS FOR MORE INFORMATION.

6 PIPE TRENCHING
ID-2

N.T.S.

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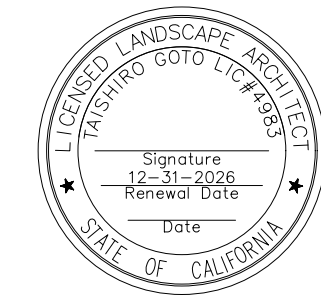


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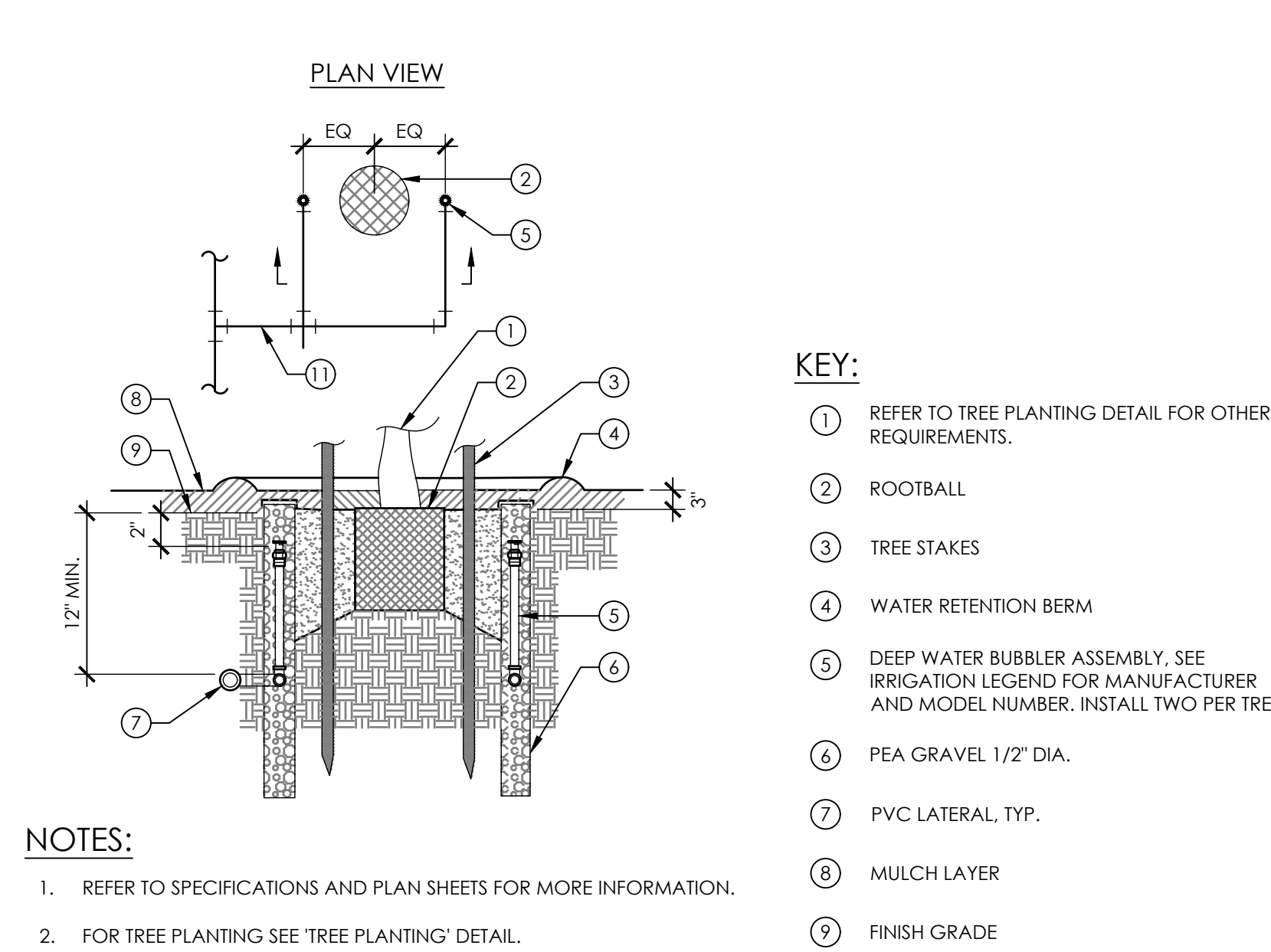
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ARTERIAL AND TRANSIT ROUTE STREETS PROP C

IRRIGATION DETAILS

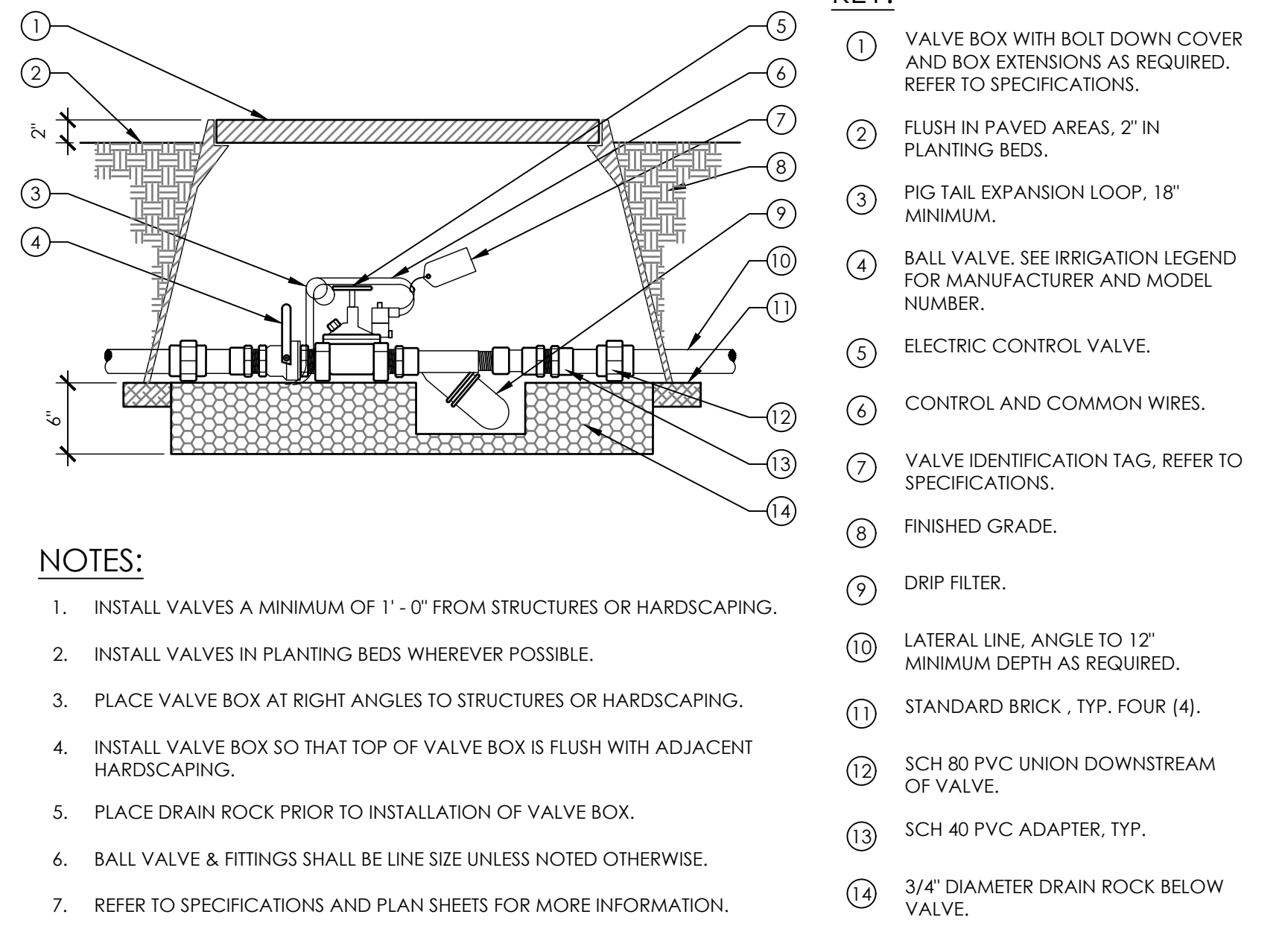
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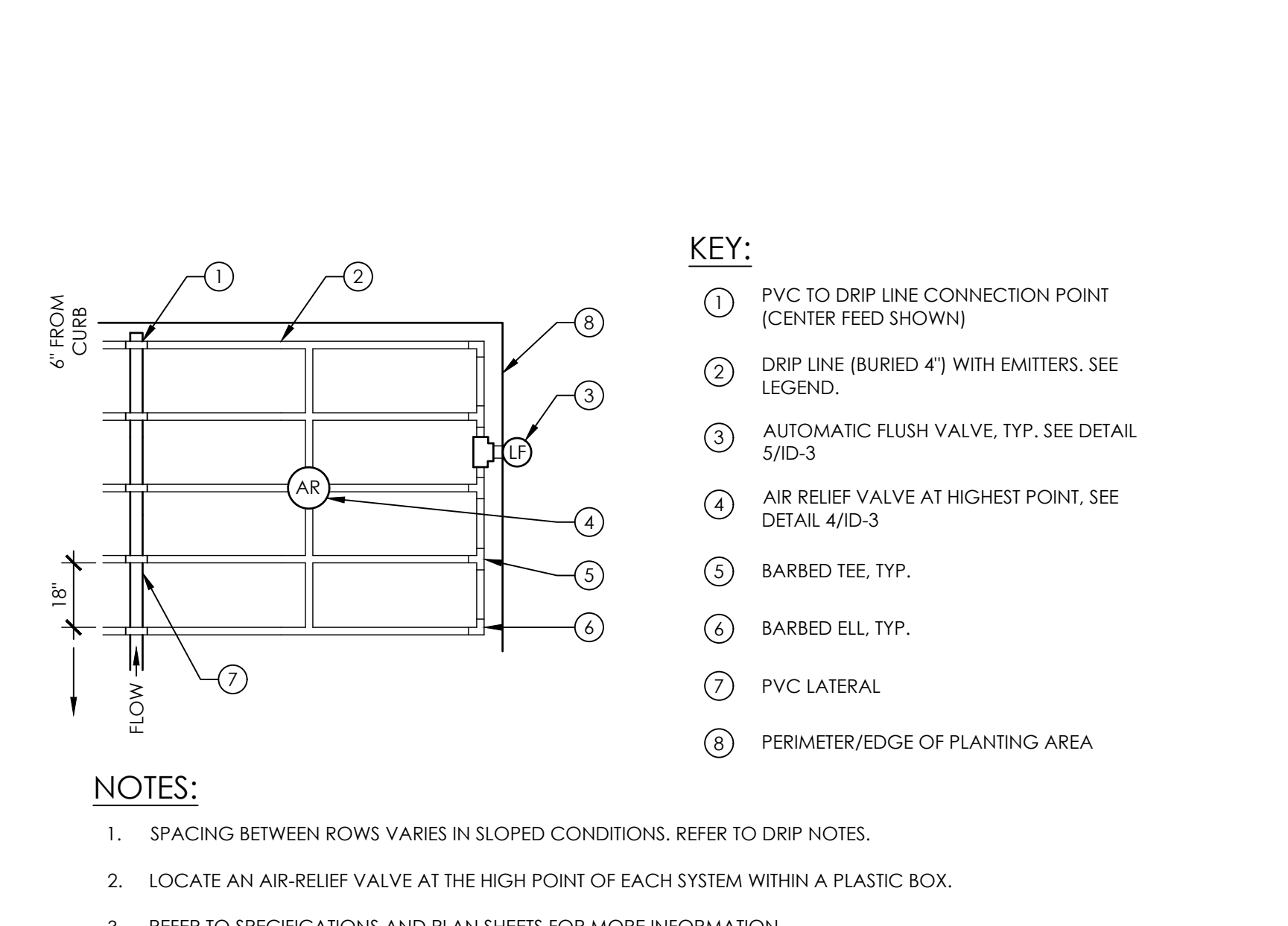
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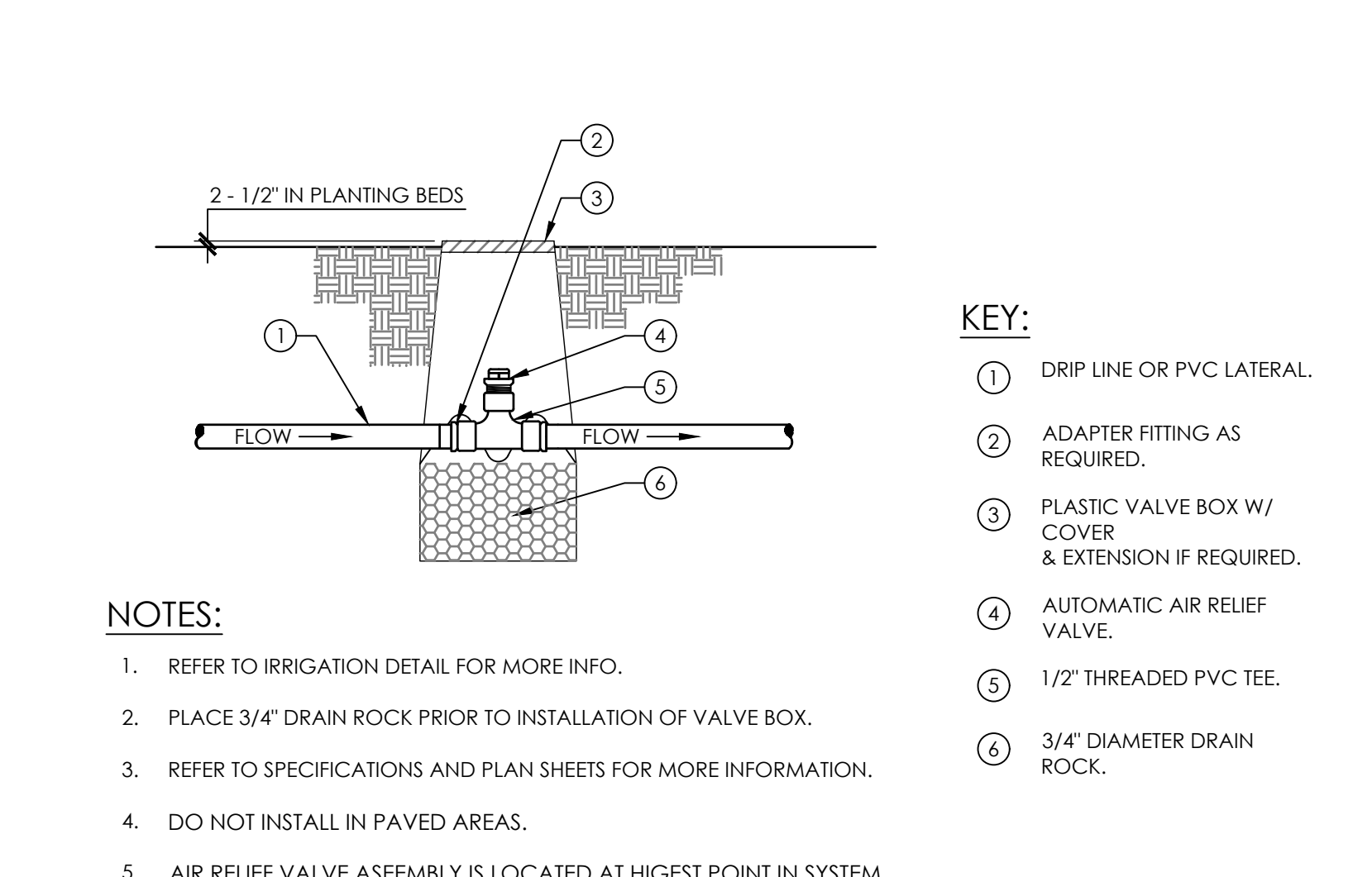
1 DEEP WATER BUBBLER ASSEMBLY N.T.S.



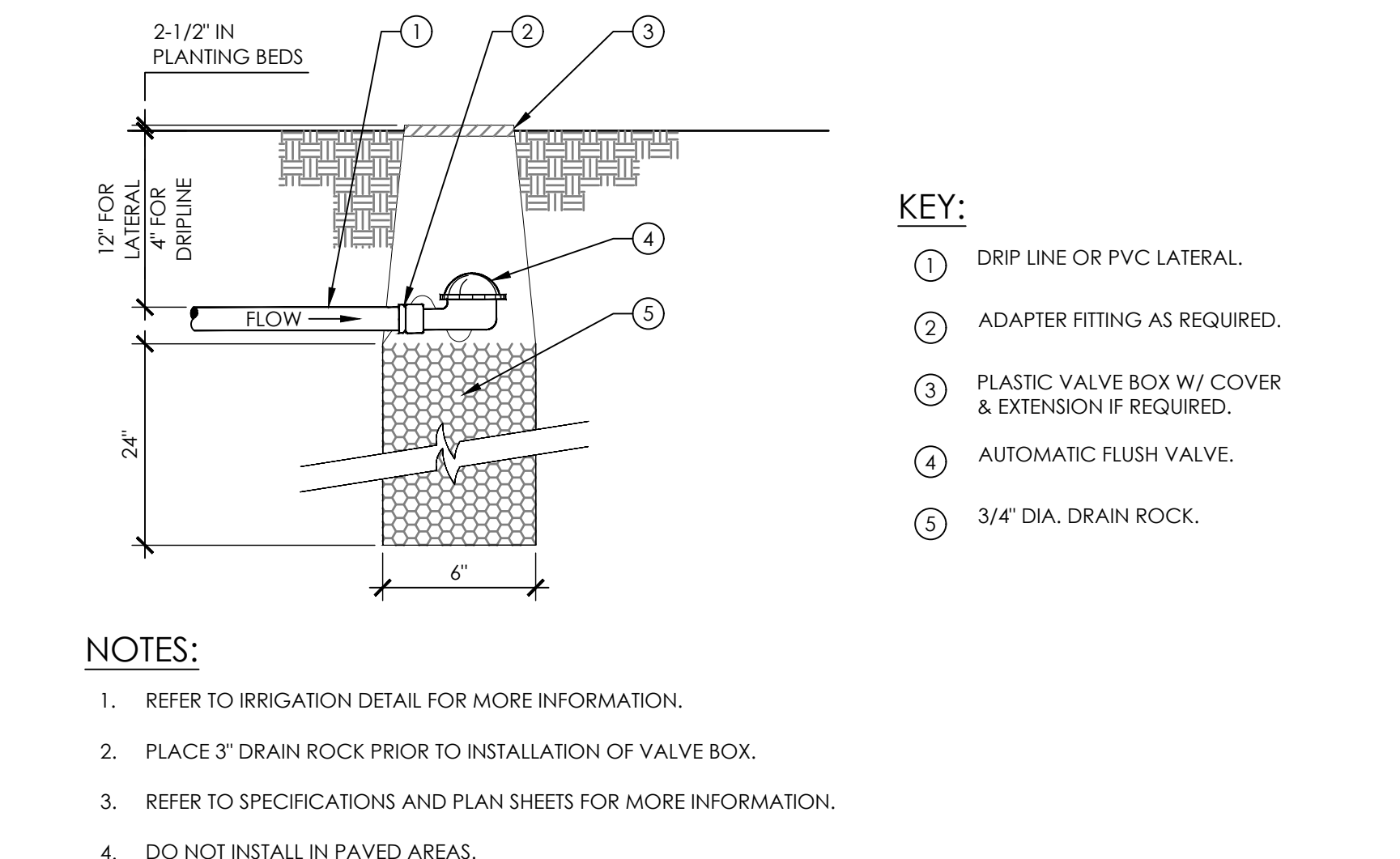
2 DRIP REMOTE CONTROL VALVE ASSEMBLY N.T.S.



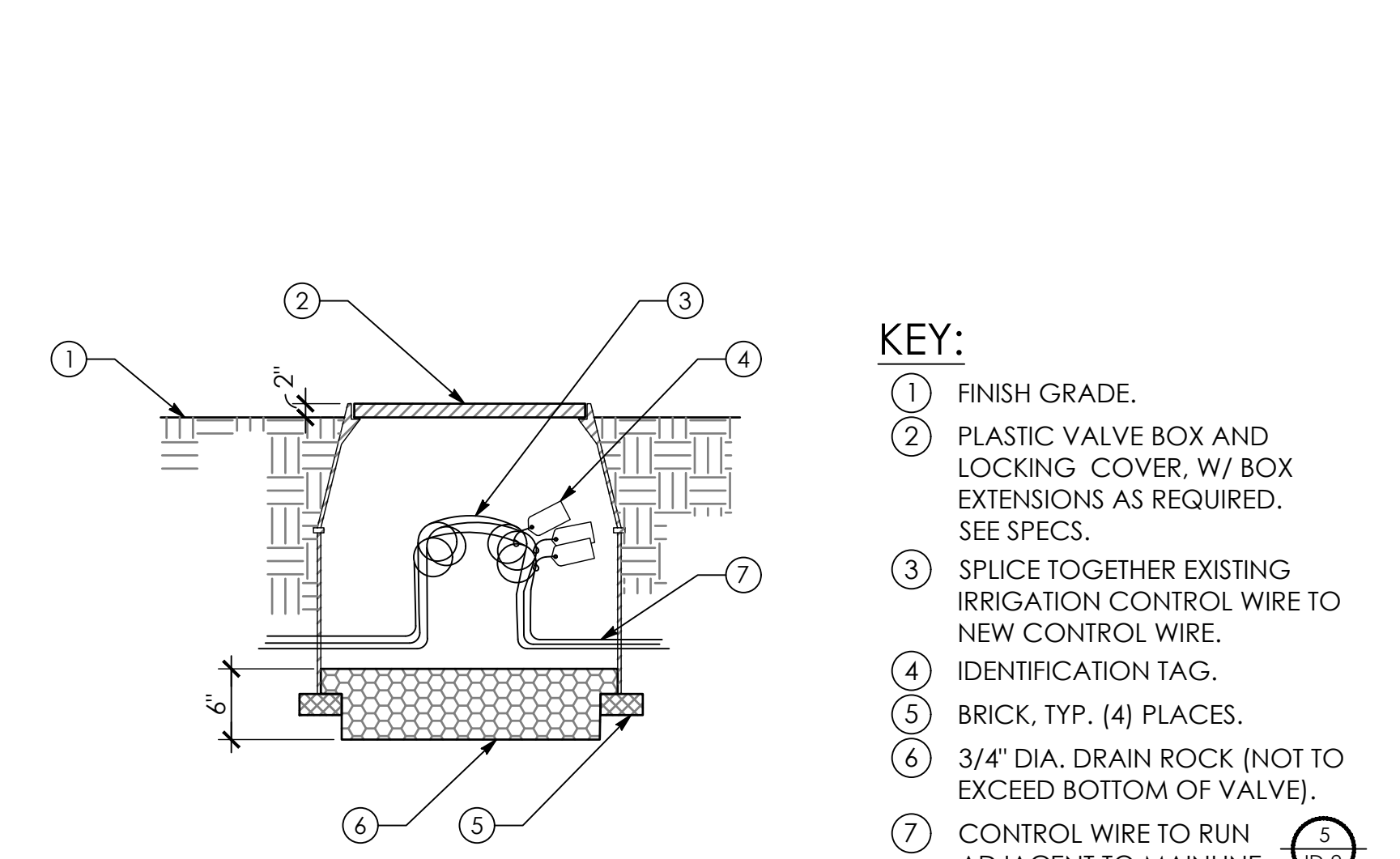
3 SUBSURFACE INLINE DRIP SYSTEM N.T.S.



4 AIR RELIEF VALVE ASSEMBLY N.T.S.



5 AUTOMATIC FLUSH VALVE N.T.S.



6 SPLICE BOX N.T.S.

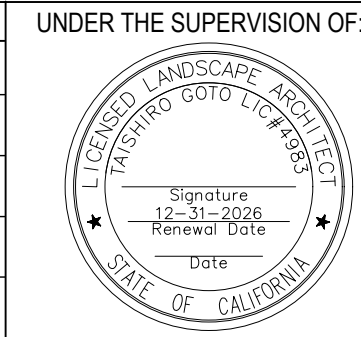
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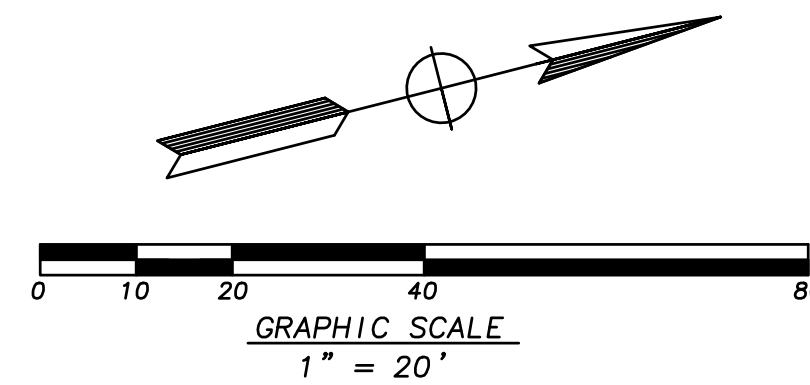
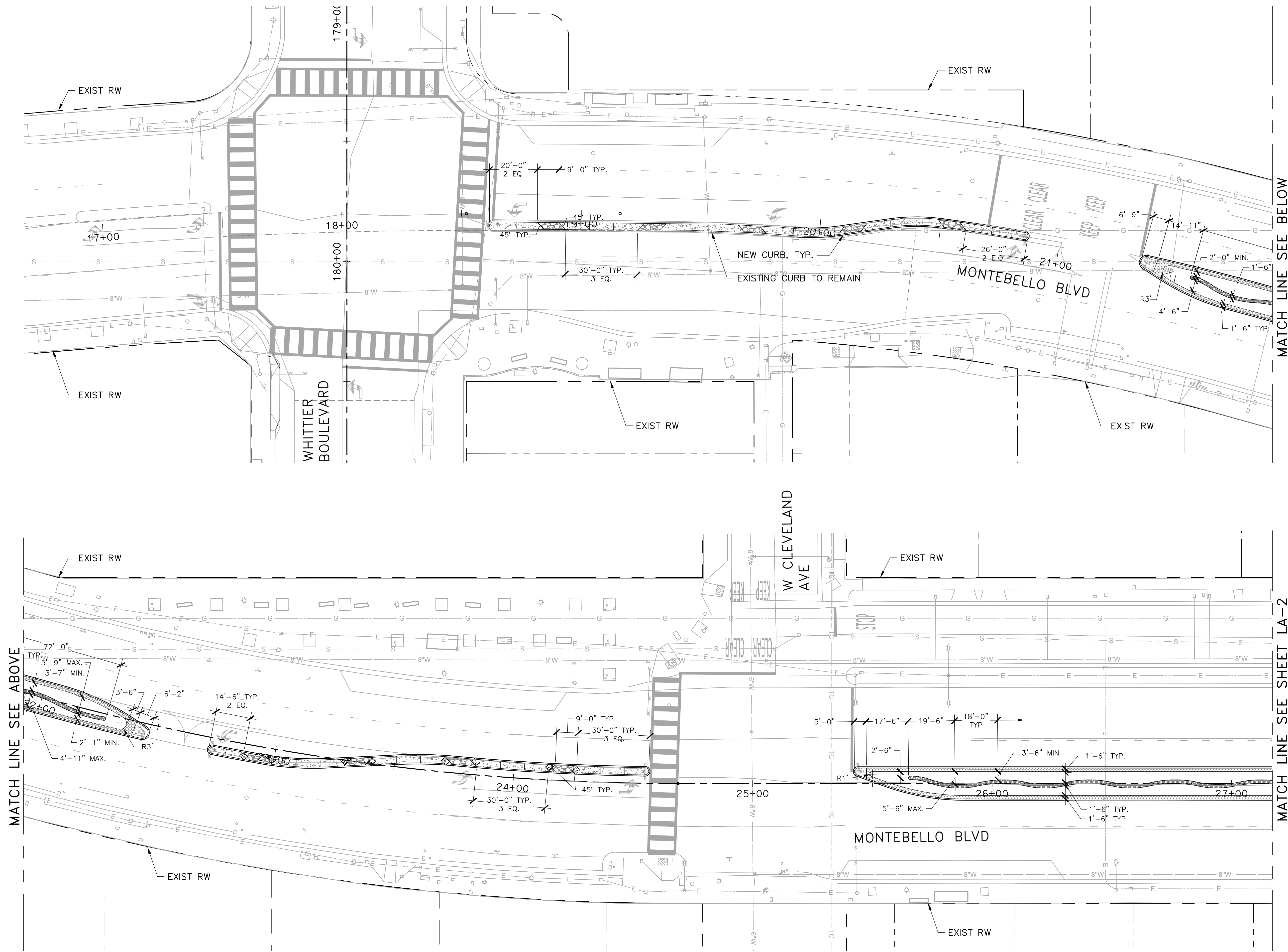
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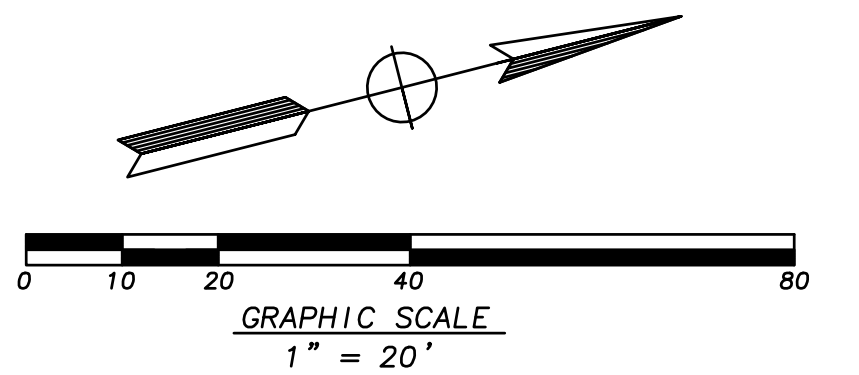
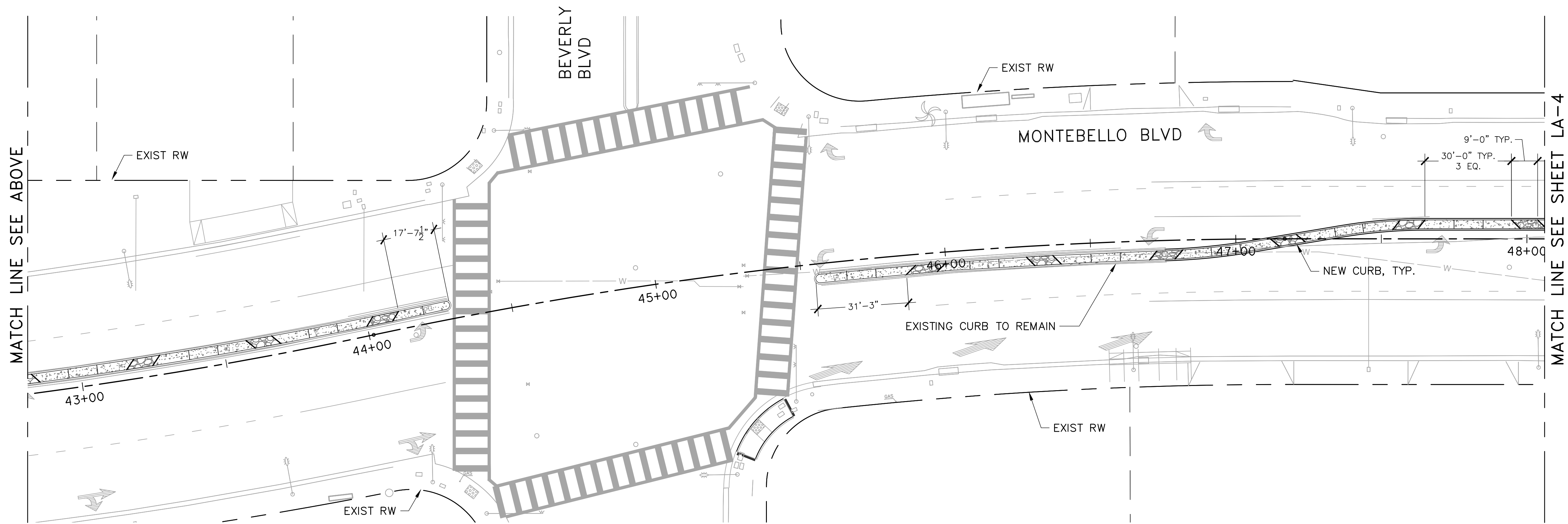
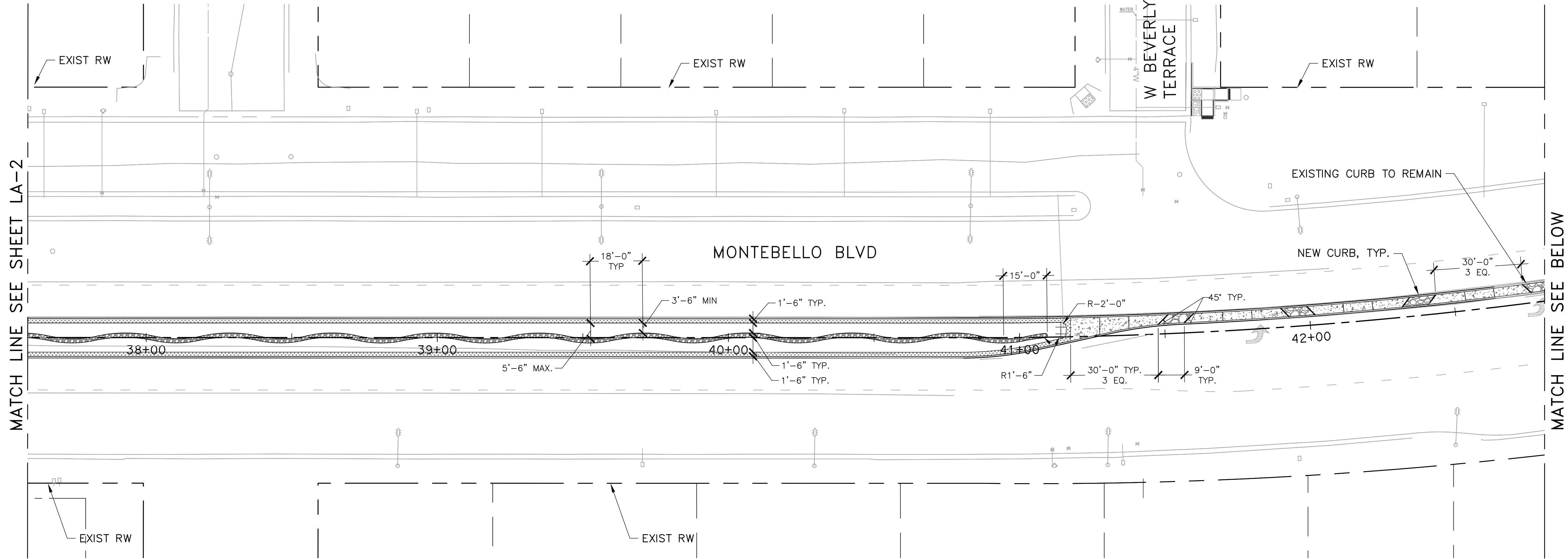
PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

LANDSCAPE LAYOUT PLAN

Sheet Number:
LA-1
Sheet 26 of 35



J:\MONTEBELLO\22-00179 AS-NEEDED SVCS\1\TOS-MONTEBELLO BLVD\CADD\LAUDS\LA-3.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:

MARK THOMAS

MARK THOMAS & COMPANY

2121 ALTON PARKWAY, SUITE 210

IRVINE, CA 92606

DESIGNED BY: ML

DRAWN BY: ML

CHECKED BY: JG

DATE:

REVIEWED BY:

CITY ENGINEER

DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)

ARTERIAL AND TRANSIT ROUTE STREETS PROP C

LANDSCAPE LAYOUT PLAN

Sheet Number:

LA-3

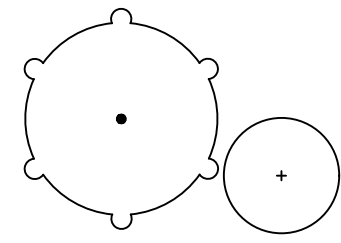
Sheet 28 of 35

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PLANT NOTES

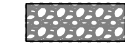
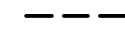
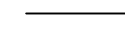
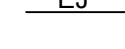
- MULCH:** INSTALL A UNIFORM THREE INCH COVERING, OF BARK MULCH, 1/4 INCH TO 3/4 INCH PARTICLE SIZE, IN ALL PLANTING AREAS. MULCH SHOULD NOT TOUCH TRUNK OF TREES.
- SHRUBS:** SHRUBS SHALL NOT BE PLANTED WITHIN 3' MINIMUM OF NEWLY PLANTED TREES. A LAYER OF MULCH SHALL BE PLACED AROUND THE TREES AS NOTED ABOVE.
- GROUNDCOVER:** PROVIDE GROUNDCOVER AT INDICATED ON-CENTER SPACING THROUGHOUT ALL PLANTING AREAS. GROUNDCOVER SHALL BE PROVIDED UP TO THE WATERING BASIN OF ALL TREES AND SHRUBS.
- TOPSOIL:** CONTRACTOR SHALL EXCAVATE ALL PLANTING AREAS IN MEDIANS TO A MINIMUM DEPTH OF 24". ALL EXISTING ROADWAY PAVEMENT AND AGGREGATE BASE SHALL BE REMOVED FROM THE PLANTING AREAS BEFORE INSTALLING AMENDED TOPSOIL. TOPSOIL SHALL BE INSTALLED 3" BELOW FINISH SURFACE OF SURROUNDING HARDSCAPE TO ALLOW FOR 3" OF MULCH. INSTALL PER DETAIL.
- SOILS TESTING:** SEE SPECIFICATIONS FOR TESTING OF TOPSOIL AND AMENDMENTS. IN ADDITION, CONTRACTOR SHALL SUBMIT A ONE GALLON SAMPLE OF IMPORTED TOPSOIL, TO WAYPOINT ANALYTICAL INC, (714) 282 8777, FOR CONTAMINATION TESTING. TESTING REQUIRES FOUR TO FIVE WEEKS. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR TESTING PRIOR TO CONSTRUCTION.
- ROOT BARRIERS:** CONTRACTOR SHALL INSTALL LINEAR ROOT BARRIER PER PLAN AND DETAIL.
- PLANT ESTABLISHMENT AND MAINTENANCE:** TREES, SHRUBS AND GROUNDCOVER SHALL BE MAINTAINED FOR A PERIOD OF 3 MONTHS.

LEGEND



LABEL	BOTANICAL NAME	COMMON NAME	WATER USAGE (WUCOLS)	SIZE	SPACING
TREE					
ARB MAR	ARBUTUS 'MARINA'	MARINA STRAWBERRY TREE	L	24" BOX	AS SHOWN
LAG IND	LAGERSTROEMIA INDICA 'ARAPAHO'	ARAPAHO GRAPE MYRTLE	L	24" BOX	AS SHOWN
SHRUB					
BUL FRU	BULBINE FRUTESCENS	BULBINE	L	1 GAL	AS SHOWN
CAL CIT	CALLISTEMON CITRINUS 'LITTLE JOHN'	LITTLE JOHN DWARF BOTTLEBRUSH	L	1 GAL	AS SHOWN
LAN SPR	LANTANA 'SPREADING SUNSHINE'	YELLOW LANTANA HYBRID	L	1 GAL	AS SHOWN
ERI GLA	ERIGERON GLAUCUS	SEASIDE DAISY	L	1 GAL	AS SHOWN

HARDSCAPE

LABEL	DESCRIPTION
	① INTEGRAL COLORED CONCRETE PAVEMENT, SEE DETAIL 6/PD-1
	② INLAID COBBLE, SEE DETAIL 6/PD-1
	③ DRY STREAM BED, SEE DETAIL 5/PD-1
	④ DECOMPOSED GRANITE, SEE DETAIL 5/PD-1
	⑤ ROOT BARRIER, SEE DETAIL 2/PD-1
	⑥ SCORE JOINT, SEE DETAIL 6/PD-1
	⑦ EXPANSION JOINT, SEE DETAIL 6/PD-1



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ML
DRAWN BY: ML
CHECKED BY: JG DATE:

REVIEWED BY:

CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

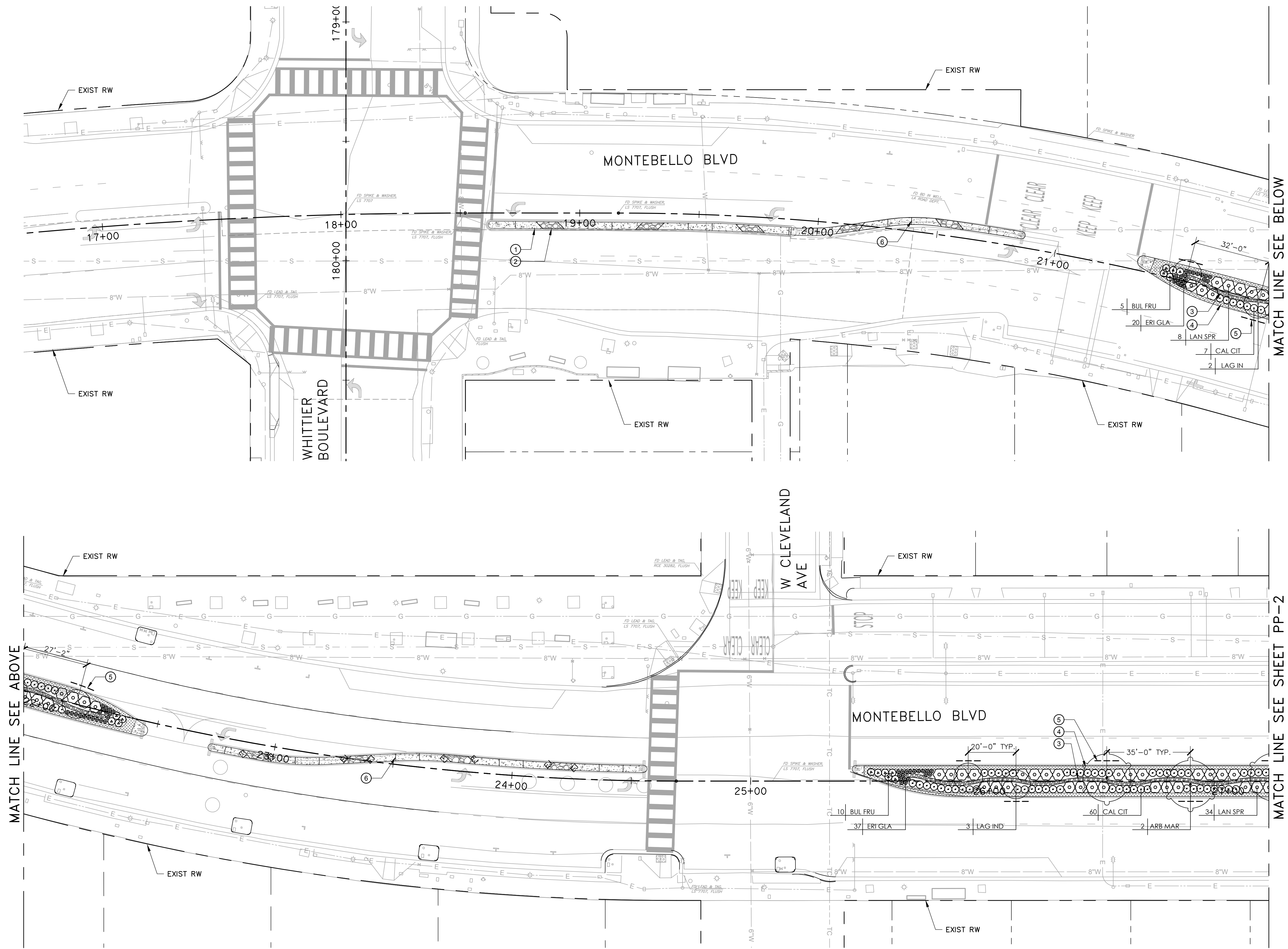
PLANTING LEGEND AND NOTES

Sheet Number:

PP-0

Sheet **31** of **35**

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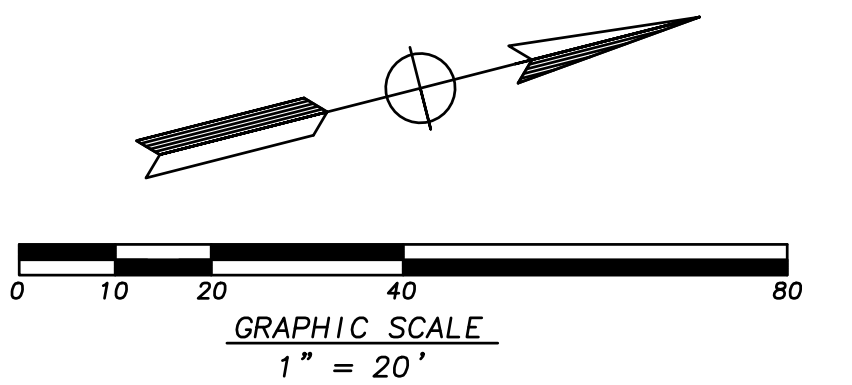


MATCH LINE SEE ABOVE

MATCH LINE SEE BELOW

MATCH LINE SEE SHEET PP-2

FOR NOTES AND LEGENDS, SEE SHEET PP-0



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:

Signature: 12-31-2026
Expire Date: 12/31/2026

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ML
DRAWN BY: ML
CHECKED BY: JG
DATE:

REVIEWED BY:
CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

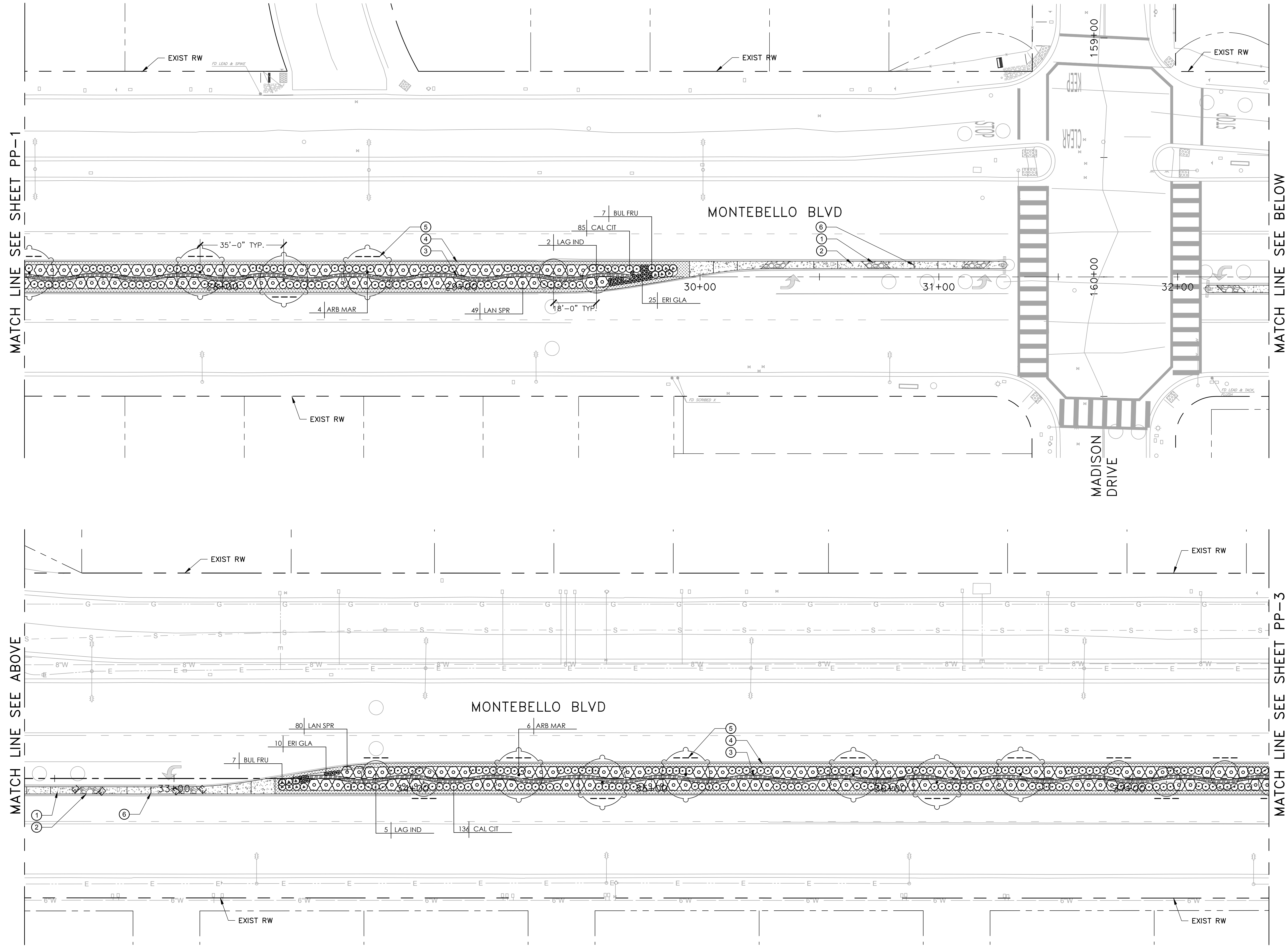
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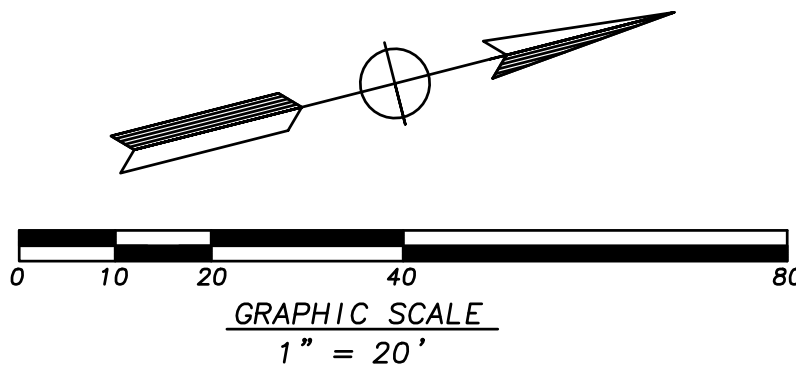
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Sheet 31 of 35

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FOR NOTES AND LEGENDS, SEE SHEET PP-0



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UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ML
DRAWN BY: ML
CHECKED BY: JG
DATE: _____

REVIEWED BY:

CITY ENGINEER

DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

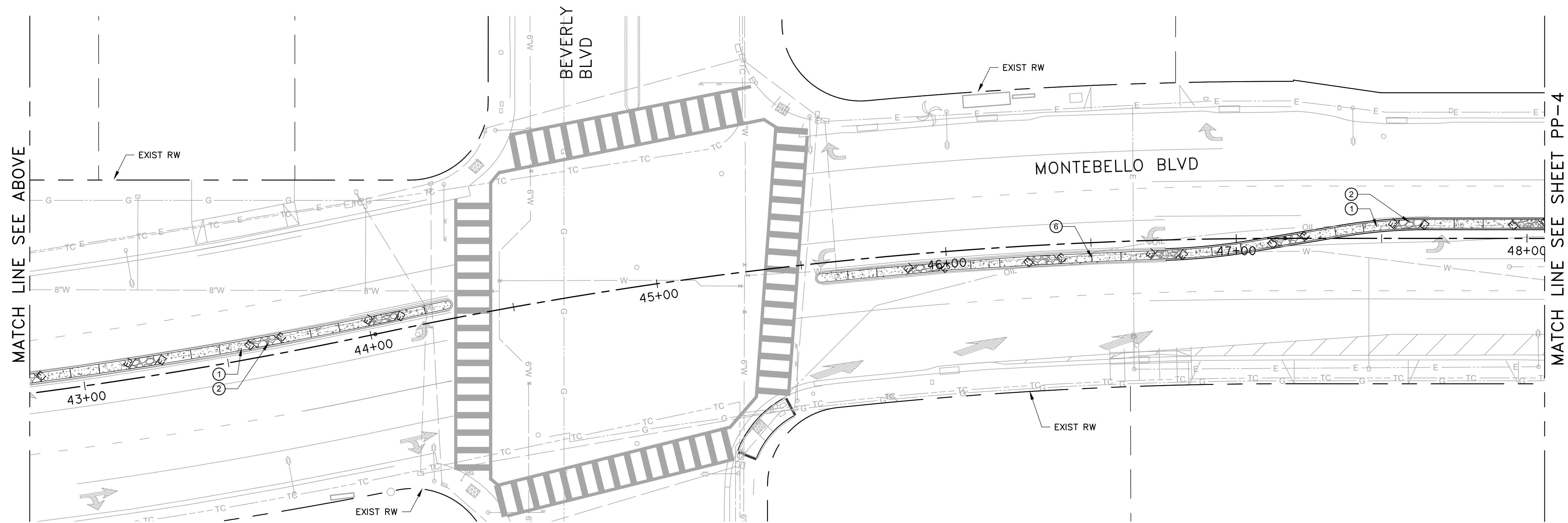
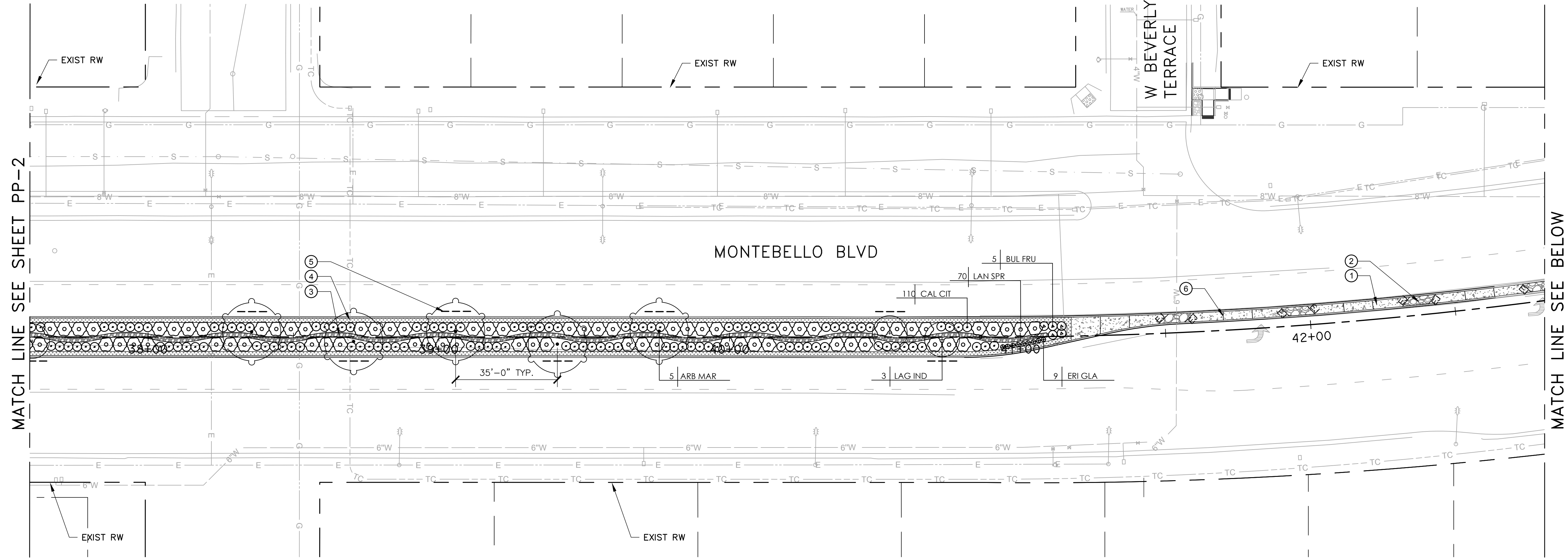
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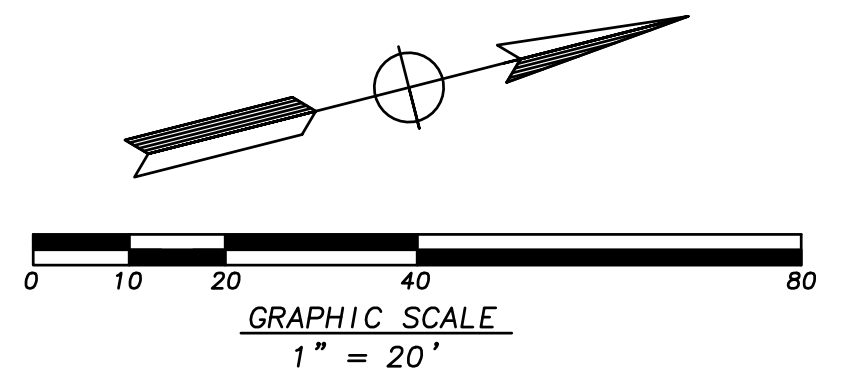
PP-2

Sheet 32 of 35

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FOR NOTES AND LEGENDS, SEE SHEET PP-0



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

Signature: 12-31-2026
Renewal Date: 12/31/2026
DESIGNED BY: ML
DRAWN BY: ML
CHECKED BY: JG

MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ML
DRAWN BY: ML
CHECKED BY: JG

REVIEWED BY:
CITY ENGINEER
DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

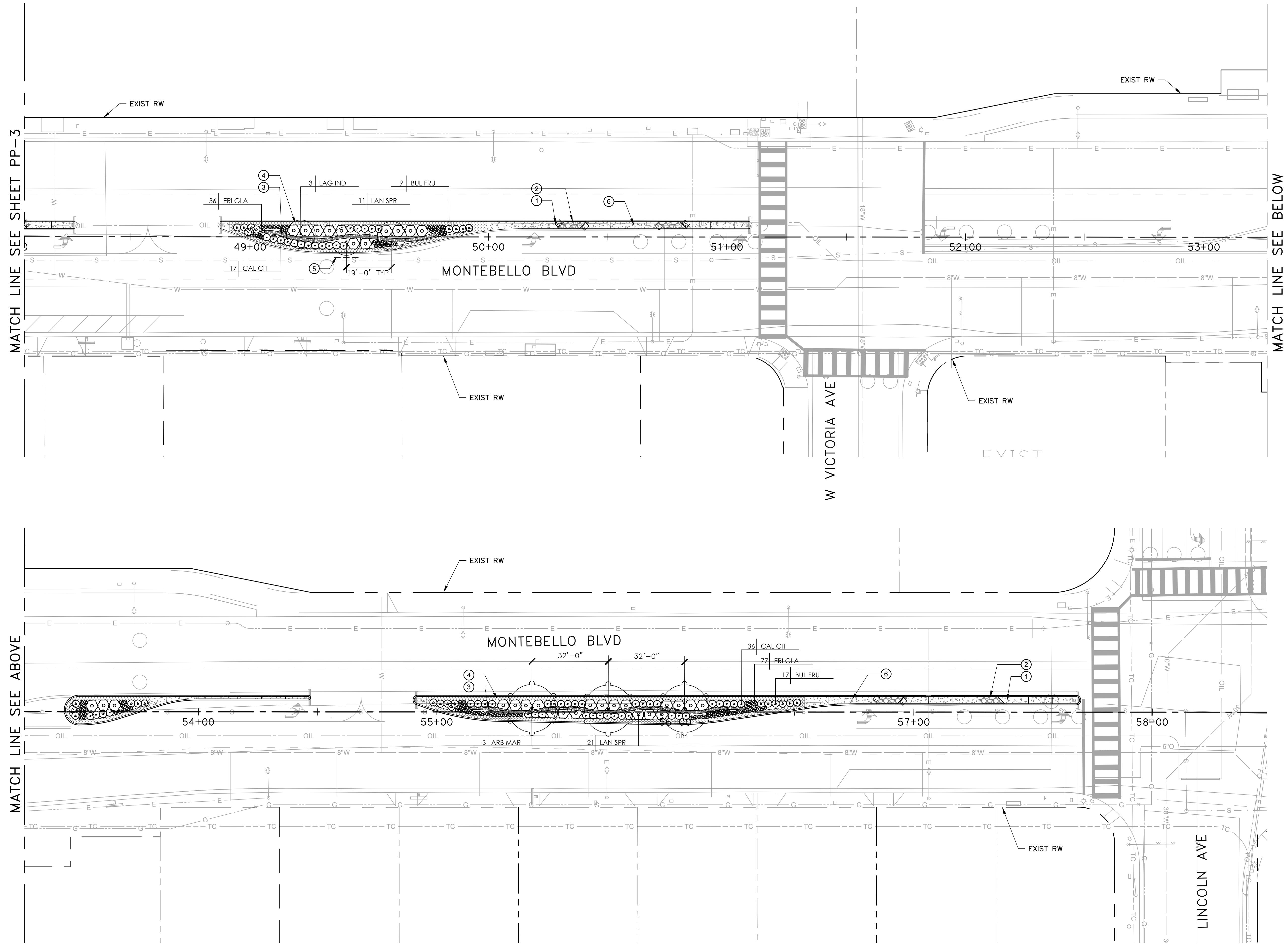
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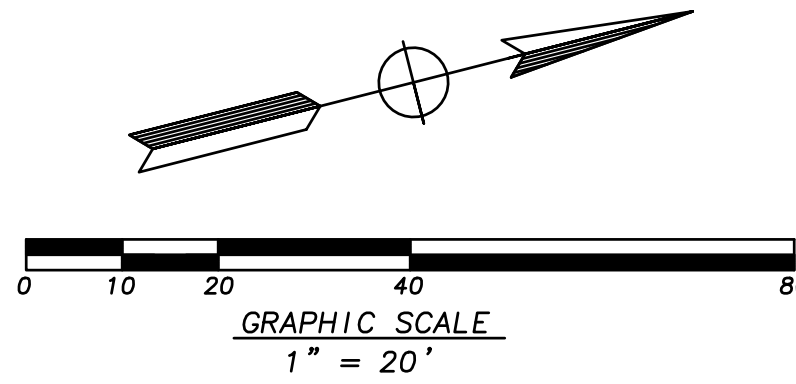
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Sheet 33 of 35

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FOR NOTES AND LEGENDS, SEE SHEET PP-0



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DRAWN BY: ML
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DATE: _____

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MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ML
DRAWN BY: ML
CHECKED BY: JG
DATE: _____

REVIEWED BY:
CITY ENGINEER _____ DATE _____

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ARTERIAL AND TRANSIT ROUTE STREETS PROP C

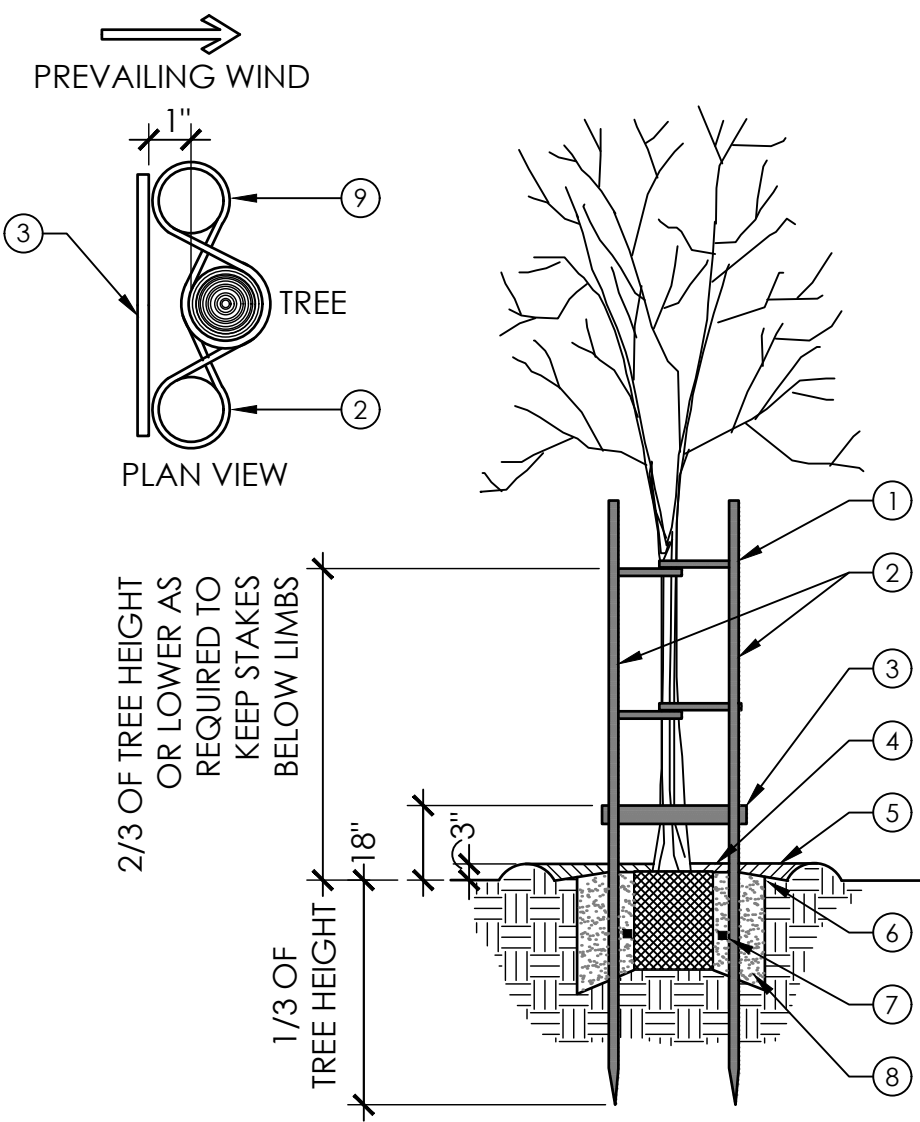
PLANTING PLAN

Sheet Number:

PP-4

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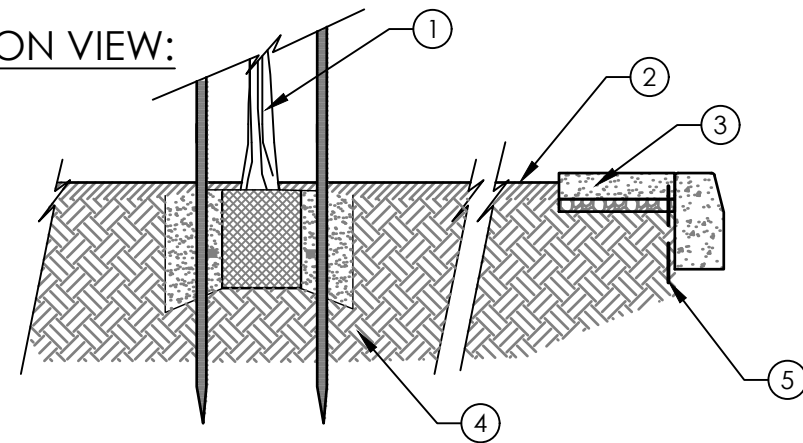
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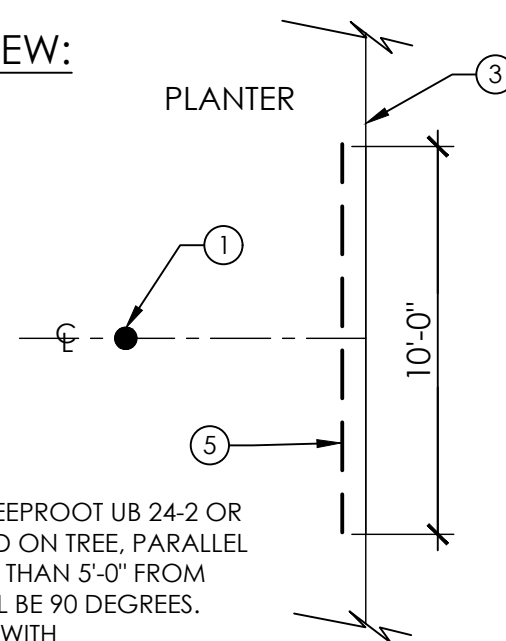
KEY:

- 1 TREE TIES AT TWO LOCATIONS, REFER TO SPECIFICATIONS FOR TYPE, (FOUR TOTAL) TYP. PROVIDE 5" - 6" OF SLACK IN TIES TO ALLOW FOR TREE MOVEMENT IN THE WIND.
- 2 TWO 2" DIA. TREATED LODGEPOLE TREE STAKES (SET PLUMB) DO NOT PENETRATE ROOTBALL.
- 3 1" X 4" REDWOOD BRACE NAILED TO STAKES WITH GALVANIZED NAILS, 18" ABOVE FINISHED GRADE.
- 4 ROOT BALL, SET CROWN 2" ABOVE FINISH GRADE. PROVIDE POSITIVE DRAINAGE AWAY FROM ROOTBALL.
- 5 WATER RETENTION BERM (EXCEPT IN TURF AREAS)
- 6 MULCH, REFER TO PLANTING NOTES AND SPECIFICATIONS.
- 7 FERTILIZER TABLETS, REFER TO SPECIFICATION TYPE.
- 8 PLANTING PIT TO BE TWICE THE DIAMETER OF ROOT BALL. FOR BACKFILL MIX, REFER TO SPECIFICATIONS.
- 9 SECURE TREE TIE WITH GALV. FENCE STAPLE

SECTION VIEW:

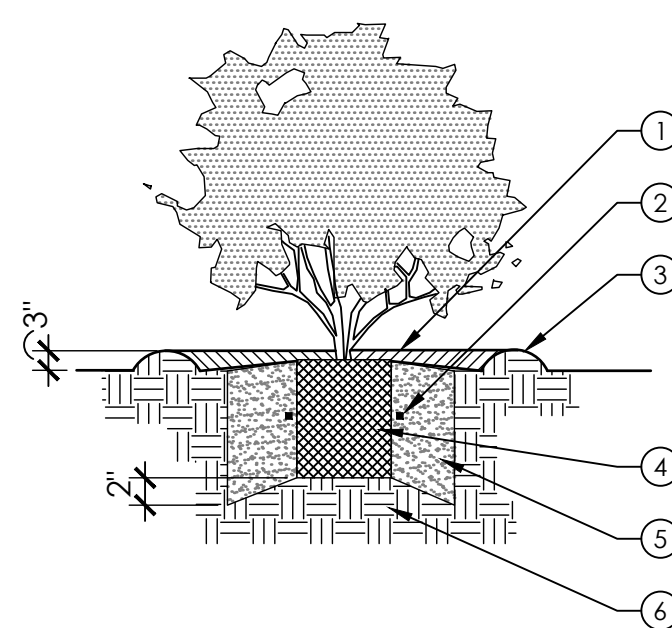


PLAN VIEW:



KEY:

- 1 TREE PLANTING.
- 2 MULCH, REFER TO PLANTING NOTES AND SPECIFICATIONS.
- 3 ADJACENT DECOMPOSED GRANITE, SEE PLAN.
- 4 PLANTING SOIL.



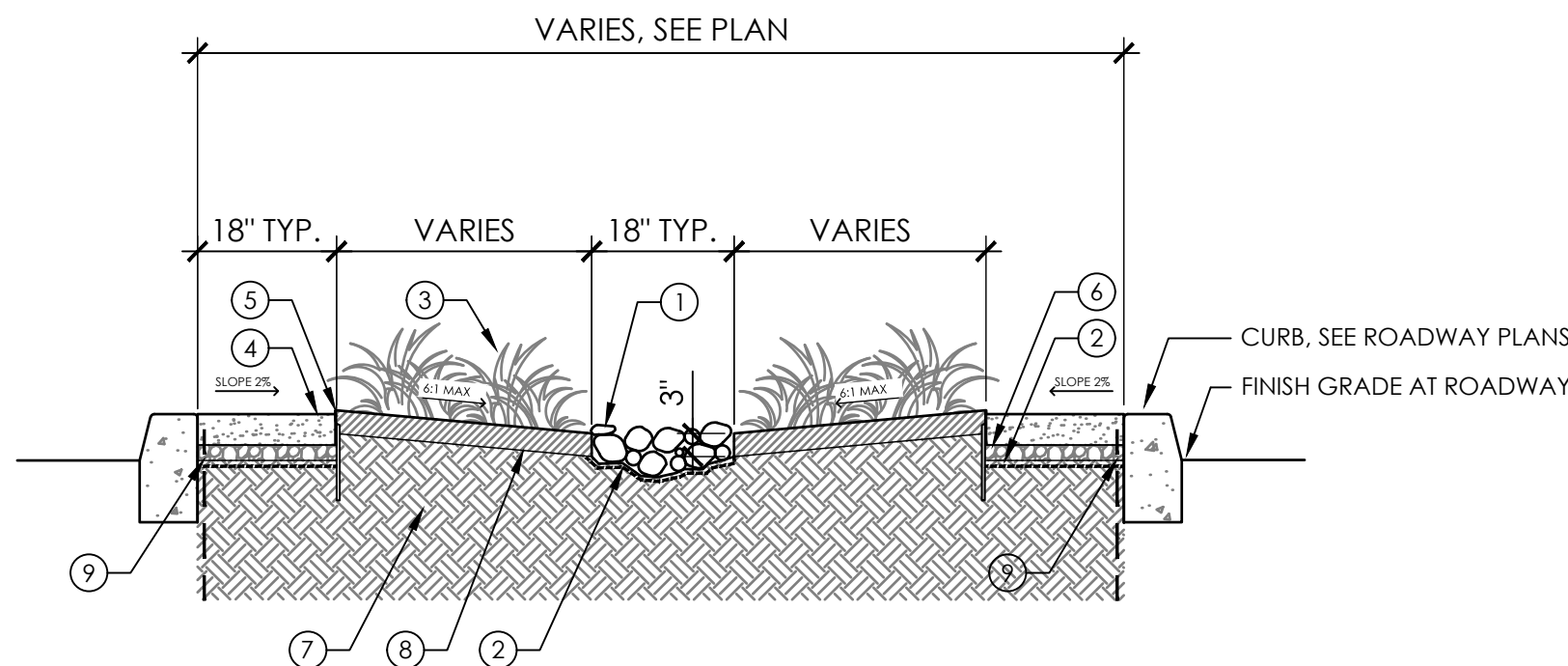
KEY:

- 1 MULCH, SEE PLANTING NOTES AND SPECIFICATIONS.
- 2 FERTILIZER TABLETS, SEE SPECIFICATIONS.
- 3 WATER RETENTION BERM
- 4 ROOT BALL- SET CROWN 1" ABOVE FINISH GRADE. PROVIDE POSITIVE DRAINAGE AWAY FROM ROOTBALL.
- 5 PLANTING PIT TO BE TWICE THE DIAMETER OF ROOTBALL. FOR BACKFILL MIX, REFER TO SPECIFICATIONS.
- 6 UNDISTURBED NATIVE SOIL UNDER ROOTBALL. PROVIDE POSITIVE DRAINAGE AWAY FROM ROOTBALL.

1 TREE PLANTING
PD-1

2 ROOT BARRIER
PD-1

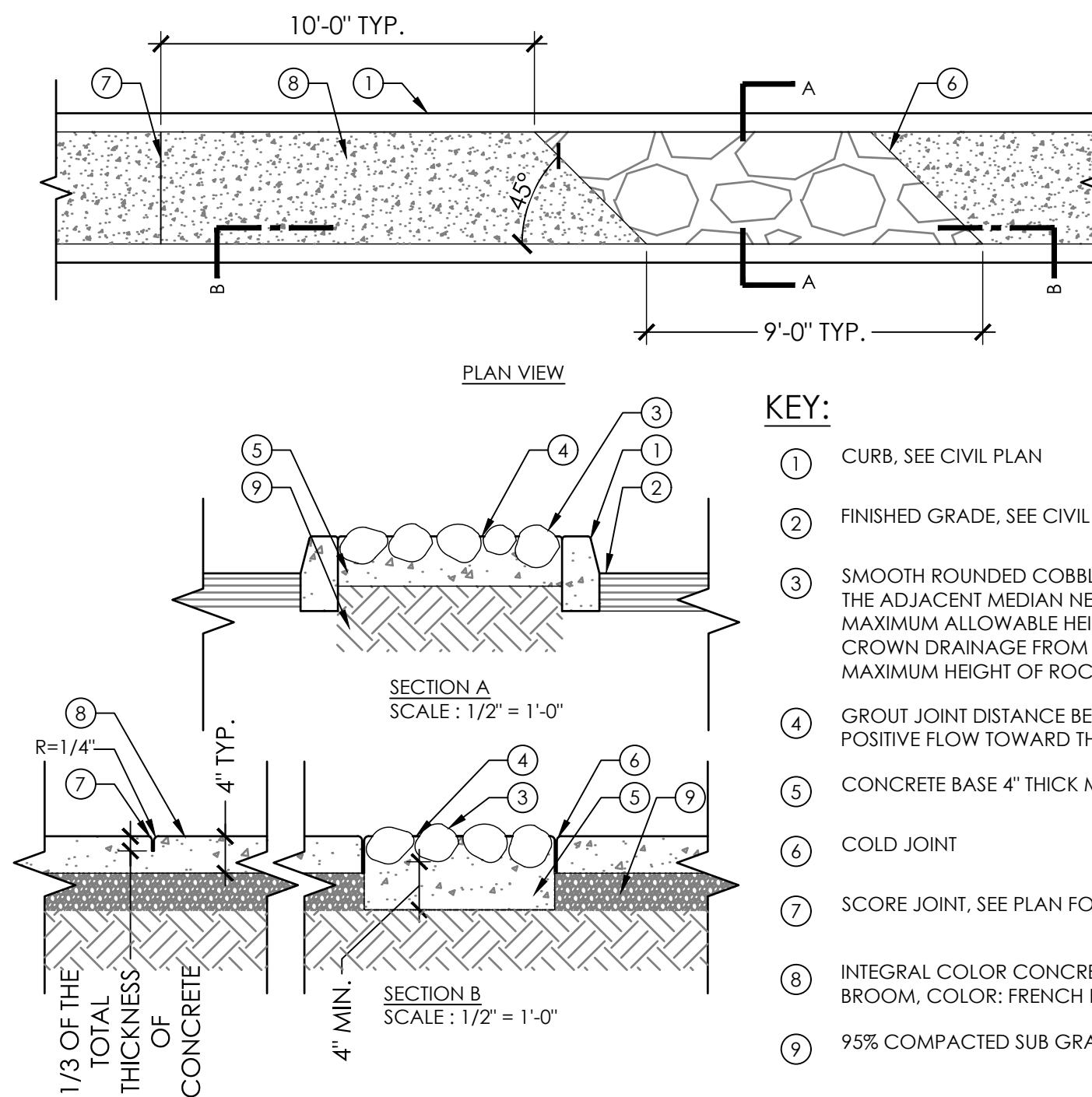
3 SHRUB PLANTING
PD-1



KEY:

- 1 RIVER-WASHED COBBLES, VARIED IN SIZE 4"-8". COLOR TO MATCH THE COBBLE IN THE ADJACENT MEDIAN NEAR MONTEBELLO AND LINCOLN. USE COBBLE ROCK FOR A CONTINUOUS EDGE TREATMENT TO HOLD DOWN WEED CLOTH. COBBLE ROCKS TO BE INSTALLED 1/3 BELOW GROUND. SAMPLES OF ROCK COLORS, SHAPES, AND SIZES TO BE APPROVED BY THE CITY PRIOR TO ORDER AND DELIVERY TO SITE
- 2 WEED BARRIER CLOTH
- 3 PLANTING MATERIALS, TO BE INCORPORATED ALONG THE EDGE OF COBBLE ROCK.
- 4 DECOMPOSED GRANITE 4" THICK, COLOR NATURAL TAN, INSTALL AT AN INTERVAL OF 2" THICK LIFTS COMPACTED TO MIN OF 85%
- 5 ALUMINUM METAL EDGING BY PERMALOC PROSLIDE, 3/16" THICK X 5 1/2" WITH EXPOSED TOP LIP. COLOR BRONZE. CONTRACTOR SHALL SUBMIT A SAMPLE TO THE CITY FOR APPROVAL PRIOR TO ORDERING AND DELIVERING TO SITE
- 6 CLASS II AGGREGATE BASE 2" THICK
- 7 IMPORTED TOP SOIL 24" DEEP TYPICAL. SLOPE PLANTING AREA TOWARDS THE DRY STREAM BED AT MAXIMUM SLOPE OF 6:1
- 8 MULCH, SEE PLANTING NOTES AND SPEC.
- 9 ROOT BARRIER, SEE DETAIL 2/ PD-1, SEE PLANS FOR LOCATION

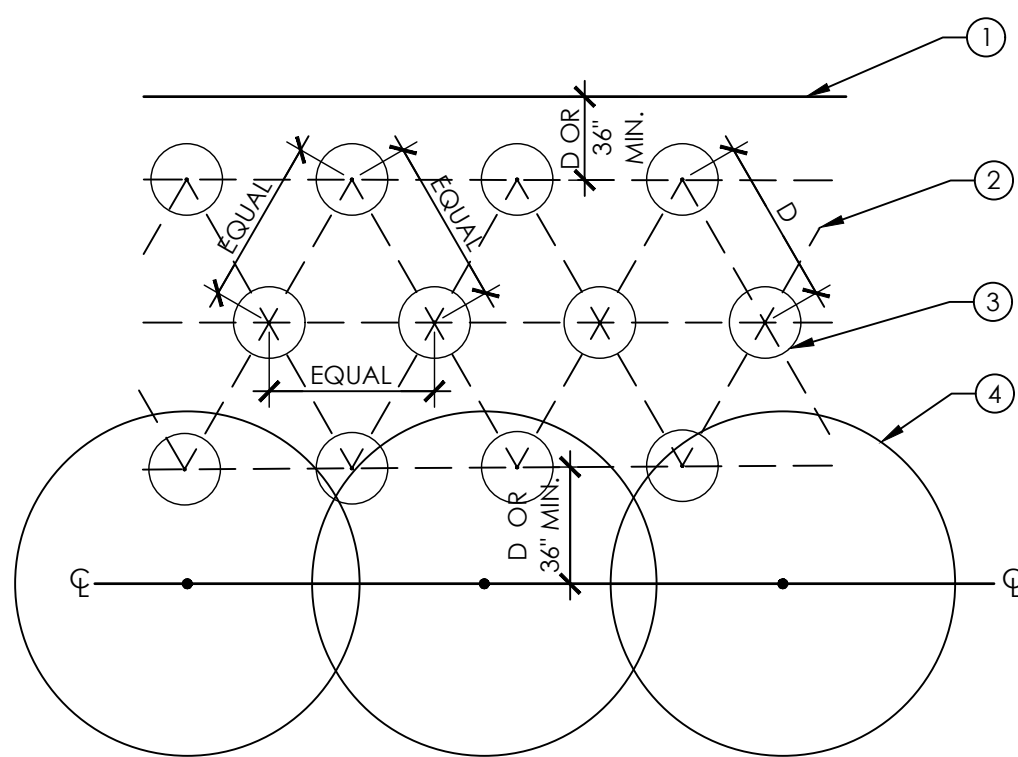
5 DRY STREAM BED & DECOMPOSED GRANITE WITH METAL EDGING
PD-1



KEY:

- 1 CURB, SEE CIVIL PLAN
- 2 FINISHED GRADE, SEE CIVIL PLAN
- 3 SMOOTH ROUNDED COBBLES IN VARIOUS TONES OF RED, TO MATCH THE ADJACENT MEDIAN NEAR MONTEBELLO AND LINCOLN SIZE 4" TO 8". MAXIMUM ALLOWABLE HEIGHT VARIATION OF ROCK SURFACES IS 1-1/2". CROWN DRAINAGE FROM CENTER OF COBBLE WITH 2% DRAINAGE. MAXIMUM HEIGHT OF ROCK ABOVE CURB IS 2"
- 4 GROUT JOINT DISTANCE BETWEEN COBBLES IS 1" MAXIMUM, WITH POSITIVE FLOW TOWARD THE CURB
- 5 CONCRETE BASE 4" THICK MINIMUM BELOW COBBLES
- 6 COLD JOINT
- 7 SCORE JOINT, SEE PLAN FOR LOCATION
- 8 INTEGRAL COLOR CONCRETE 4" THICK, FINISH TO BE SMOOTH TO LIGHT BROOM, COLOR: FRENCH BEIGE BY ADMIXTURE INC.
- 9 95% COMPACTED SUB GRADE

6 INLAID COBBLE AND INTEGRAL COLORED CONCRETE PAVEMENT
PD-1



KEY:

- 1 METAL EDGING.
- 2 TYPICAL SPACING (D). SEE PLANTING PLAN.
- 3 GROUNDCOVER PLANT, SIZE AS DENOTED ON PLANTING PLAN.
- 4 SHRUB MASS, TYP.

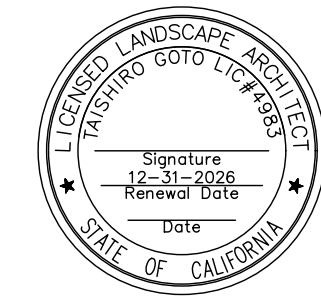
4 SHRUB AND GROUNDCOVER SPACING
PD-1



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606
DESIGNED BY: ML
DRAWN BY: ML
CHECKED BY: JG DATE:

REVIEWED BY:

CITY ENGINEER DATE

PAVING THE WAY PROGRAM (2ND & 3RD YEAR)
ARTERIAL AND TRANSIT ROUTE STREETS PROP C

PLANTING DETAILS

Sheet Number:

PD-1

Sheet 35 of 35



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

FOR

**ARTERIAL AND TRANSIT ROUTE STREETS
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

SALVADOR MELENDEZ – MAYOR
GEORGINA TAMAYO – MAYOR PRO TEM
RIC ALONZO – COUNCILMEMBER
SCARLET PERALTA – COUNCIL MEMBER
DANIELLE ROMERO - COUNCILMEMBER

RAUL ALVAREZ – CITY MANAGER

PROJECT SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202

Specifications Prepared By:
Mark Thomas
2121 Alton Parkway, Suite 210
Irvine, CA 92606

Bid Opening (Electronic Bid through PlanetBids): April 23, 2025 at 11:00 am

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period: March 28, 2025 to April 23, 2025 at 11:00 am
- Request for Information period: April 10, 2025 to April 17, 2025 at 12 pm
- Bid Opening: April 23, 2025 at 11:00 am
- Tentative Award of Contract: May 14, 2025 City Council meeting
- Tentative Start Date: June 16, 2025

Bid proposals will be received via PlanetBids:
(<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>) until 11:00
am on April 23, 2025.

These Specifications have been prepared
under the direction of:



Patrick Somerville, PE
Project Manager



**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. 460.

Cesar Roldan
Director of Public Works

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

IN THE CITY OF MONTEBELLO

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PART 6 – TEMPORARY TRAFFIC CONTROL	SP-44 to SP-46
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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX “B”
PROJECT SIGN	APPENDIX “C”
PROJECT LABOR AGREEMENT NO. 4202	APPENDIX “D”

NOTICE INVITING SEALED BIDS
FOR
**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**
C.P. No. 888

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids **electronically ONLY thru PlanetBids, <https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839> by 11:00 am April, 23, 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. It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), 2021 Standard Specifications for Public Works Construction “Greenbook” and 2023 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available on the City’s website at <https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet thru PlanetBids. Bids will not be accepted unless the bidder is on the Planholder List. All questions from planholders, are to be posted on the website.

Questions: All questions relative to this project prior to the opening of bids shall be submitted electronically and received **no later than 11:00 am on April 23, 2025.**

PREVAILING WAGE:

Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of “public works” is found at Labor Code Section 1720, et seq.

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 <http://dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

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

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

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

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

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

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted electronically. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

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

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

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

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

The contract period for this project is **One Hundred Sixty (160) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)
C.P. No. 888
IN THE CITY OF MONTEBELLO

PROPOSAL FORMS

Bids shall be submitted electronically and use the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than ten percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Electronic Bids shall be submitted electronically at <https://www.montebellocal.ca.gov/cms/one.aspx?portalId=58756&pageId=84839> at 11 am, on April 23, 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 bid will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

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

DISCREPANCIES AND MISUNDERSTANDINGS

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

EQUIVALENT MATERIALS

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

LEGAL RESPONSIBILITIES

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

AWARD OF CONTRACT

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

SURETY BOND PERIOD

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

PROPOSAL
FOR
**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**
C.P. No. 888
IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as “AGENCY” or “City”

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

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

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

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the City’s notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City’s option, be considered null and void.

BID PROPOSAL
FOR
PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)
C.P. No. 888
IN THE CITY OF MONTEBELLO

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

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

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	PROJECT INFORMATION SIGNS	2	EA		
2	TRAFFIC CONTROL AND STAGE CONSTRUCTION	1	LS		
3	PROVIDE CONSTRUCTION SURVEY	1	LS		
4	REMOVE TREE AND STUMP	19	EA		
5	ROADWAY EXCAVATION	2,000	CY		
6	REMOVE EXIST AC PAVEMENT	10,640	SF		
7	REMOVE EXIST CONCRETE PAVEMENT	430	SF		
8	REMOVE EXIST CONCRETE SIDEWALK	1,930	SF		
9	REMOVE EXIST CONCRETE CURB AND MEDIAN IMPROVEMENTS	1,590	LF		
10	REMOVE EXIST CURB RAMP	10	EA		
11	REMOVE EXIST DRIVEWAY APPROACH	1	EA		
12	REMOVE EXIST CROSS GUTTER	7,720	SF		
13	REMOVE AND DISPOSE OF PEDESTRIAN PUSH BUTTON AND POST	2	EA		
14	REMOVE EXIST CURB AND GUTTER	300	LF		

15	COLD MILL EXIST AC PAVEMENT (2")	307,420	SF		
16	CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG 64-10	3,715	TON		
17	CONSTRUCT AC PAVEMENT	570	TON		
18	AGGREGATE BASE	250	CY		
19	CONSTRUCT CONCRETE CURB AND GUTTER A2-8 PER SPPWC STD. PLAN 120-2	220	LF		
20	CONSTRUCT 4" PCC SIDEWALK PER SPPWC STD. PLANS 113-2	1,820	SF		
21	CONSTRUCT CONCRETE CROSS GUTTER AND SPANDREL PER SPPWC STD. PLAN 122-2	7,720	SF		
22	CONSTRUCT DRIVEWAY APPROACH PER SPPWC STD. PLAN 110-2 TYPE A	1	EA		
23	CONSTRUCT CONCRETE CURB A1-8 PER SPPWC STD. PLAN 120-2	5,650	LF		
24	CONSTRUCT CONCRETE CURB RAMPS PER SPPWC STD. PLAN 111-5 (CASE AND TYPE PER PLAN)	10	EA		
25	INSTALL DETECTABLE WARNING SURFACE PER SPPWC STD PLAN 111-5	9	EA		
26	ADJUST TO GRADE, WATER VALVE	60	EA		
27	ADJUST TO GRADE, STORM DRAIN MANHOLE	20	EA		
28	ADJUST TO GRADE, SANITARY SEWER MANHOLE	20	EA		
29	FURNISH AND INSTALL TRAFFIC SIGNAL LOOP DETECTORS AND CONNECT DLC	63	EA		
30	INSTALL TRAFFIC STRIPING, SIGNING, DELINEATORS	1	LS		
31	INSTALL SERVICE EQUIPMENT ENCLOSURE, TYPE III-B PER CALTRANS STD PLAN ES-2E	2	LS		
32	MEDIAN HARDSCAPE AND LANDSCAPE PLANTING	1	LS		
33	IRRIGATION SYSTEM	1	LS		
34	PLANT ESTABLISHMENT AND MAINTENANCE PERIOD (90 DAYS)	1	LS		

TOTAL AMOUNT BID IN WORDS _____

 _____ Dollars

 Bidder's Signature

 Title

 Company Name

RECEIPT OF ADDENDUM NO(S). __, __, __, IS/ARE HEREBY ACKNOWLEDGED.

Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification. This bid is based upon completing the work in one hundred sixty (160) working days from the date of the Notice to Proceed.

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the "Notice to Proceed with Construction".

Enclosed is a Bidder's Bond, Certified Check or Cashier's Check number _____ on

the _____ Bank, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the Contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Montebello, State of California.

SIGNATURE OF BIDDER _____ TEL NO. (____) _____

BUSINESS ADDRESS _____

CONTRACTOR'S LICENSE
NUMBER & EXPIRATION DATE _____

TYPE OF LICENSE _____

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

_____, Dated this ____ day of _____, 20__.
CONTRACTOR'S SIGNATURE

SURETY COMPANY'S
NAME _____

ADDRESS _____

CITY _____ STATE / ZIP CODE _____

() _____ () _____

Bidder's Signature

Title

Company Name

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:

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

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

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

BIDDER _____

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

Signature of Contractor's Representative

Printed Name

Title

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

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

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

FOR

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

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IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____

Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT
(SAMPLE)

THIS STANDARD PUBLIC WORKS AGREEMENT (“**AGREEMENT**”) is dated _____ for reference purposes only and is made and entered into by and between the CITY OF MONTEBELLO, a Municipal corporation (the “**CITY**”) and _____ (“**CONTRACTOR**”) whose address is _____.

SEC. 1. RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before _____ on _____ for the work of _____ (describe work), (“**PROJECT**”).

WHEREAS, on _____, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SEC. 2. CONTRACT DOCUMENTS.

A. The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

B. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any
6. Addendums

7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SEC. 3. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SEC. 4. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of _____, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

Sec. 4.1. Progress Payments

Progress Payments shall be made in accordance with section _____ of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contracts Code Section 20104.5. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

Sec. 4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price in proportion to the labor and materials incorporated into the

work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished CITY with a release of all undisputed contract amounts, if required by CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

Sec. 4.3. Substitution of Securities.

Pursuant to Public Contracts Code Sec. 22300 CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

SEC. 5. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SEC. 6. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **one hundred sixty (160)** Working Days from the commencement thereof.

SEC. 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SEC. 8. MISCELLANEOUS STATUTORY REQUIREMENTS

Sec. 8.1. Contractor License.

CONTRACTOR shall possess a california contractor's license type "A" for the performance of the Project.

Sec. 8.2. Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

Sec. 8.3. Compliance with SB 854 Registration.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Sec. 8.4. Trench and Pipeline Safety.

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

Sec. 8.5. Utility Relocation.

CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. CITY shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 8.6. Third Party Claims Notification.

The CITY shall timely notify the CONTRACTOR in writing of any third party claims relating to the Agreement.

Sec. 8.7. Unfair Business Practices Claims.

The CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the CITY renders final payment to the CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Sec. 8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Sec. 8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. The CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

Sec. 8.10. Employment of Apprentices.

Nothing in this Contract prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race,

religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

Sec. 8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SEC. 9. PREVAILING WAGES

A. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at _____ and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SEC. 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

SEC. 11. BONDS.

A. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

B. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

SEC. 12. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

SEC. 13. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions. In addition, pursuant to the authority of California Public Contracts Code Section 7102, CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder

SEC. 14. DISPUTE RESOLUTION

Sec. 14.1. Claims of \$375,000 or Less

A. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contracts Code Sections 21040-21040.4. A summary of Sections 21040-21040.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with the CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

Sec. 14.2 Public Contracts Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contracts Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with CITY.
4. After meet and confer, a disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SEC. 15. TERMINATION.

Sec. 15.1. Termination for Convenience.

The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

Sec. 15.2 Termination for Default.

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

Sec. 15.3 Waiver of Remedies for any Breach.

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

SEC. 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SEC. 17. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

SEC. 18. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SEC. 19. AUTHORITY.

Any person executing this Contract on behalf of the CONTRACTOR warrants and represents that he or she has the authority to execute this Contract on behalf of the CONTRACTOR and has the authority to bind the CONTRACTOR to the performance of its obligations hereunder.

SEC. 20. ENTIRE CONTRACT.

This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the CITY and the CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

SEC. 21. ATTORNEY'S FEES AND COSTS.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORS' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: Director of Public Works / City Engineer

To CONTRACTOR: _____

SEC. 24. PROHIBITION AGAINST ASSIGNMENT.

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

SEC. 25. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

SEC. 26. COUNTERPARTS.

This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO	CONTRACTOR
By: _____ Mayor	By: _____
Date: _____	Date: _____
ATTEST:	
_____	By: _____
City Clerk	Date: _____
APPROVED AS TO FORM	

City Attorney	

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this

Contract.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(Use of City Bond Form is Required)

EXHIBIT "B"

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its subcontractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of MONTEBELLO (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020

of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

GENERAL SPECIFICATIONS
FOR
**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**
C.P. No. 888
IN THE CITY OF MONTEBELLO

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals to perform the work shown in the Plans, Specifications, and contract documents. The general items of work include removal of existing concrete improvement and replace with asphalt concrete pavement, construct median curbs, cold mill existing pavement, construct asphalt concrete pavement, reconstruction including replacing existing curb and gutter, access ramps, and traffic striping, markers, pavement markings and curb painting.

LOCATION OF WORK

The general locations and limits of the work are as follows:

TIME FOR COMPLETION

The Contractor shall complete all construction work in every detail within **one hundred sixty (160) working days** after the date in the Notice to Proceed to be issued by the City for the awarded improvements.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than forty-eight (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:

Central Basin MWD	Isabelle Guido	6252 Telegraph Rd Commerce CA 90040	(323) 201-5541 isabelleg@centralbasin.org
Chevron Environmental Management Company	Allen Just	18401 Von Karman Ave Ste 300 Irvine, CA 92612	(714) 508-2677 allen.just@arcadis.com

Crimson Pipeline LP	Shannon Lovrien	3760 Kilroy Airport Way Suite 300 Long Beach, CA 90806	(562) 285-4107
MCI (Verizon Business)		400 International Pkwy Richardson, TX 75081	investigations@verizon.com
City of Montebello Sewer	Juan Hernandez	1600 W Beverly Bl Montebello, CA 90640	JHernandez@montebelloca.gov
Montebello Land & Water Company	Korey	1600 W Beverly Bl Montebello, CA 90640	korey@mtblw.com
Crown Castle	Fiber Dig	1500 Corporate Dr Canonsburg, PA 15317	(800) 654-3110 fiber.dig@crowncastle.com
Redflex Traffic Systems		5651 W Talavi Blvd Suite 200 Glendale, AZ 85306	(800) 568-8405 designtickets@atsol.com
SoCalGas Distribution Belvedere	Jason Sum	701 N Long Beach Blvd Compton, CA 90221	(310) 687-2011 ComptonUtilityRequest@semprautilities.com jsum@socalgas.com
San Gabriel Vally Water Company	Kailyn Phu	11142 E Garvey Ave El Monte, CA 91733	(626) 448-6183 kphu@sgvwater.com
Spectrum - Irwindale	David Scharrer	4781 Irwindale Ave Irwindale, CA 91706	626-430-3522 david.scharrer@charter.com
SCE Trans Telecom, Utiliquet for SCE Dist - Metro East & West Reg	Engineering	14005 S Benson Ave Chino, CA 91710	maprequests@sce.com

CITY POLICE AND FIRE DEPARTMENT

Police: (323) 887-1313

Fire: (323) 887-4510

UNDERGROUND SERVICE ALERT

(800) 422-4133 Tel

(909) 808-8101 Fax

TRASH COLLECTORS – ATHENS DISPOSAL

(626) 336-6100

STREET SWEEPING – NATIONWIDE

(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT

(323) 887-7900

MONTEBELLO TRANSIT

(323) 558-1625

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications and Standard Plans of the City are contained in the Latest Edition of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, CA 92081.

The City also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans) which Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

SPECIAL PROVISIONS
FOR
**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

IN THE CITY OF MONTEBELLO

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SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

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

The following additions/modifications are hereby made to Subsection 1-2 of the Standard Specifications:

1-2 TERMS AND DEFINITIONS

AGENCY:	City of Montebello
Board:	City Council of the City of Montebello
Caltrans:	State of California, Department of Transportation
City:	City of Montebello
County:	County of Los Angeles
Engineer:	The City Engineer 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 CONTRACT

1-7.1 General

Subsection 1-7.1 of the Standard Specifications is hereby replaced with the following:

Within ten (10) working days after the date of the City's notice of award, the Contractor shall execute and return the following contract documents to the City:

- 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 City and forfeiture of the Proposal Guarantee by the Contractor.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City official.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, 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 this subsection of the Standard Specifications for Public Works Construction (SSPWC) is hereby deleted and replaced with the following:

The Faithful Performance Bond shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 2-4 of the Standard Specifications for Public Works Construction (SSPWC) are hereby deleted and replaced with the following:

The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by

it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS

This subsection of the Standard Specifications is hereby replaced by 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.

2-5 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

3-7 CONTRACT DOCUMENTS

3-7.1 General

The following is hereby added after the last paragraph of this subsection of the Standard 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

This subsection of the Standard Specifications is hereby replaced by 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.

This subsection of the Standard Specifications is hereby replaced by 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 reset disturbed monuments and provide a Corner Record Survey filed with the County Surveyor and City Engineer. Corner Record Surveys shall be completed by a Land Surveyor licensed in the State of California to practice surveying. Prior to start of construction, Contractor shall visit the site and prepare a list of all centerline ties, monuments and survey markers, which may be damaged, or removed during construction and shall hire a CA licensed Land Surveyor to reset and re-establish the monuments, survey markers and ties at Contractor's expense.

The Contractor shall furnish all construction surveying work for all paving work/ concrete work and the resetting of monuments, survey markers, and centerline ties.

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 after the last paragraph of 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.

The following is added to this subsection of the Standard Specifications:

3-10.3 Permanent Survey Markers

The Contractor shall reset disturbed monuments and provide a Corner Record Survey filed with the County Surveyor and City Engineer. Corner Record Surveys shall be completed by a Land Surveyor licensed in the State of California to practice surveying.

3-10.4 Surveying Services

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as needed for layout of the work and the resetting of monuments.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL

The following is hereby added after the last paragraph of this subsection of the Standard Specifications:

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 City, 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 City 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 OR EQUALS

The first and second paragraphs of this subsection of the Standard Specifications are hereby replaced with the following:

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he consider to be an equal material except where the City has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the City the use of another product; which may result in a determination by the City that the other product is equal and possibly that by the City allowing the use of the Contractor proposed equal that a change in the contract amount may result.

SECTION 5 – 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 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.

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

This subsection of the Standard Specifications is hereby replaced by 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

This subsection of the Standard Specifications is hereby replaced by 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 subsection(s) are hereby added to Section 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 this subsection 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 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.

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 5-7.9 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 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 City'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 a non-pay item, 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 is hereby replaced by the following:

All construction work is to be completed within **one hundred sixty (160) 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. 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 mentioned in this section is hereby amended to be \$500.00 per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment.

This subsection of the Standard Specifications is hereby replaced by 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 City for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Sureties eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- a) The amount of surety to be deposited;
- b) The terms and conditions of conversion to cash in case of default of the Contractor; and

- c) The termination of the escrow upon completion of the contract.

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 by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for partial progress payment.

7-3.5 Contract Unit Prices

7-3.5.1 General

This subsection of the Standard Specifications is hereby replaced by 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.

7-3.5.2 Increases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

7-3.5.3 Decreases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

No adjustments for any unit bid price for any quantity that will vary by more than 25% will be allowed.

7.4 PAYMENT FOR EXTRA WORK

7-4.3 Markup

7-4.3.1 Work by the Contractor

The following is hereby added to this subsection of the Standard Specifications:

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 the Subcontractor

The following is hereby added to this subsection of the Standard Specifications:

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 (CITY) PERSONNEL

Replace this section of the Standard Specifications with the following:

No field offices for City personnel will be required, however, the City 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.

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.

SPECIAL PROVISION
PART 2 – BID ITEM DESCRIPTIONS

FOR

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

IN THE CITY OF MONTEBELLO

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Mobilization/Demobilization - Mobilization and Demobilization is not a separate bid item , but will be incorporated in all bid unit prices in the bid schedule

Mobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. Mobilization shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

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 City will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the Contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Mobilization and Demobilization is not a separate bid item, but will be incorporated in all bid unit prices in the bid schedule, 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. No additional compensation will be allowed therefor.

Bid Item No. 1 – Project Information Signs

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall

be submitted to the City of Montebello for approval prior to fabrication. The sign is illustrated in “C”.

Size: 4 feet by 4 feet with a 7 feet clearance above ground level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 10 feet posts.

Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet skids centered on each post and a 2 inch by 4 inches by 5 feet 6 inches 45-degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction. Plywood panel shall be mounted using 3/8 inch by 5 inches carriage bolts at 16 inches maximum on center.

Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and Frame: Two coats outdoor enamel (sprayed).

Color: Stark white background and blue lettering.

Lettering: Silkscreen enamels, Helvetica medium.

Covering: 1/4 inch clear plastic.

Location: The signs shall be placed at each end of the street that work is being constructed on. If various locations of work are included, the signs will be moved by the Contractor per the City’s schedule.

Duration: The signs shall be placed a minimum of one week prior to start of work.

Disposition: After the Notice of Completion is issued, the sign shall become the property of the City, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the City.

Payment for Project Information Signs shall be based on **Each (EA)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project.

Bid Item 2 - Traffic Control and Stage Construction

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Subsection 7-10 of the Standard Specification, Subsection 56-2 of the Caltrans Standard Specifications, and the current requirements set forth in the “Manual of Traffic Controls for Construction and Maintenance Work Zones” published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-

MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten (10) working days after the date of the City's execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary "NO PARKING" signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The "NO PARKING" signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) City-approved "Public Notice" to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door knob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, Montebello Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours

(one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in Subsection 7-10 of the General Provisions.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Subsection 7-10 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators
6. Lighting, for nighttime work.

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Montebello prior to beginning any removals.

The Contractor shall cooperate with the City of Montebello relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Montebello.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the “California Manual on Uniform Traffic Control Devices”, CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor’s equipment and personal vehicles of the Contractor’s employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed in units of candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

<u>Dry Reflective Value</u>			
<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

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 and Stage Construction 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 – Provide Construction Survey

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or a Civil Engineer duly licensed to perform land surveying.

It is the Contractor's responsibility to Re-establish Survey Monuments and Centerline ties as disturbed in the field and shall conform to Standard Specification for Public Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies thereof filed with the City of Montebello Engineer and the County Surveyor. This work will include all re-establishment of all monuments that are disturbed through the course of completing

this project, including property tags due to any concrete removal and replacement at sidewalk or curb and gutter.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets. A copy of each corner record shall be provided to the City of Montebello after filing with the County.

Construction Staking consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Staking shall conform to the Standard Specification Section 2-9. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City of Montebello-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Control for construction of reinforcing steel, concrete work, and structural steel work.
7. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.

The City of Montebello reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City of Montebello exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City of Montebello prior to beginning work that requires their use.

Prior to completion of Project and when requested by the City of Montebello, Contractor shall submit a copy of project drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses.

Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to the City of Montebello any temporary control

points as necessary due to construction activity. The Contractor shall notify the City of Montebello of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City of Montebello's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City of Montebello. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City of Montebello. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Surveyor/Engineer retained by the Contractor until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City of Montebello. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the Caltrans Survey Manual. Contractor shall set finish grades at a maximum of 25-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be Contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to the City of Montebello loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to the City of Montebello.

Payment for Provide Construction Survey shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no additional compensation will be allowed therefor. Contractor shall submit electronic files of surveys conducted for Progress Payments with each Pay Request.

Bid Item No. 4 – Remove Tree and Stump

This Bid Item shall include removing existing tree, grinding stumps and associated roots to the diameter of the trunk at existing grade and to the depth of 3-foot below existing grade. Grindings shall be removed from this 3-foot hole. The hole shall then be filled with soil and compacted to 90-percent relative compaction.

For trees indicated on the project for removal, the Contractor shall place a visible removal "tag" on these trees prior to removal; City Engineer shall approve the removal of tagged tree within three working days after tagging. Tree shall be removed in a workmanlike manner so as not to injure

other standing trees or improvements to be preserved. Contractor shall remove the tree, stump, and all roots larger than 1-1/2 inches in diameter to 36 inches below grade for tree indicated for removal on the drawings. Any water lines to remain shall be protected in place. Hole created from removal of tree stump shall be backfilled compacted, and graded to finish level by the end of the workday. All debris from pruning or removing tree shall be cleaned up and hauled away from the work site on the same day that the tree is removed.

Removal of trees shall be approved by Certified Arborist. Tree removal shall be performed by a Certified Arborist hired by the Contractor and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The Arborist can be a person in the employment of the Contractor as long as the person has been certified by the Western Chapter of the International Society of Arboriculture. The Certified Arborist shall be approved in advance by the Engineer, and all removal shall be done in the presence of the City Engineer.

Payment for Remove Existing Tree and Stump shall be paid at the contract unit price per **Each (EA)** and shall include full compensation for removing, furnishing all labor, tools, equipment, sawcutting, hauling, properly disposing of materials and incidentals for doing all the work involved complete in place. No additional compensation will be allowed therefor.

Bid Item No. 5 – Roadway Excavation

This section shall conform to Subsection 300-2 of the Standard Specifications and these Special Provisions and as shown on these plans. Roadway excavation includes additional removals below the existing asphalt concrete, concrete pavement, and 24-inch overexcavation within the proposed median landscaped areas. Material shall become the property of the Contractor. The Contractor shall be responsible for disposal of surplus materials outside of project right of way.

Payment for Roadway Excavation shall be paid at the contract unit price bid per **Cubic Yard (CY)** and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, disposal of materials, and incidentals as required and no additional compensation will be allowed therefore.

The price includes protection of existing utilities located within the excavation limits.

Bid Item No. 6 – Remove Existing Asphalt Concrete (AC) Pavement

This section shall conform to Subsection 300-2 and 300-4 of the Standard Specifications and these Special Provisions. Remove existing AC pavement shall consist of all excavation including sawcutting and removal of roadways bituminous pavement as shown on the plans.

Payment for Remove Existing AC Pavement shall be paid at the contract unit price bid per **Square Foot (SF)** and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Bid Item No. 7 – Remove Existing Concrete Pavement

This Bid Item shall conform to Subsection 300-2 and 300-4 of the Standard Specifications and these Special Provisions. Remove existing concrete pavement shall consist of all excavation including sawcutting and removal of concrete pavement as shown on the plans.

Payment for Remove Existing Concrete Pavement shall be paid at the contract unit price bid per **Square Foot (SF)** and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, and incidentals as required and no additional compensation will be allowed therefore.

Bid Item No. 8 – Remove Existing Concrete Sidewalk

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete sidewalk and sub-grade compaction. Removal of concrete sidewalk as shown on the Contract Drawings shall conform to Subsections 300-1.3.2 (b and c) of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete sidewalk is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete sidewalks shall be to the lines shown on plans. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall include root clearing and/or tree root removal of the sections immediately adjacent and underneath sidewalk in order to bring new sidewalk to final finish grade. Full compensation for root clearing and tree root removal shall be included in the unit price of sidewalk and no further compensation shall be made.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be photographed and 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 300-1.2 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. All materials to be removed as indicated on the plans shall be disposed of at a legal site as specified in subsection 300-1.3 of the Standard Specifications for Public Works Construction.

Payment for Remove Existing Concrete Sidewalk shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub- grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Bid Item No. 9 – Remove Concrete Curb and Median Improvements

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing median concrete curb, a 1-foot-wide full-depth strip of AC pavement for forming and sub-grade compaction, and all existing median improvements between curbs. Removal of median concrete curb and median improvements as shown on the Contract Drawings and as directed in the field by the Engineer, shall conform to Subsection 300-1.3.2 (c) of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete median curb is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete curb and gutter shall be to the lines as shown on plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Curb Drains/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 300-1.2 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. All materials to be removed as indicated on the plans shall be disposed of at a legal site as specified in subsection 300-1.3 of the Standard Specifications for Public Works Construction.

Payment for **Remove Concrete Curb and Median Improvements** shall be paid for at the contract unit price per **Lineal Foot (LF)** of median curb around the perimeter of the median and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of a 1-foot-wide, full-depth strip of AC pavement along median curb and all median improvements between the curbs is included in this removal bid item and no additional compensation will be allowed.

Bid Item No. 10 – Remove Existing Curb Ramp

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb ramp, adjacent sidewalk, ramping transition with concrete curbs, curb and/or gutter, paving as required for forming, planting area, base, sub

base, native and all existing improvements to provide clear area for construction of new curb ramp; also shall include transitions to comply with ADA requirements. Removal of concrete curb ramp as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 300-1.3.2 (b and c) and 300-2 of the Standard Specifications for Public Works Construction. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Curb Ramp is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete Curb Ramp or any existing improvements shall be to the lines as shown on plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Payment to **Remove Existing Curb Ramp** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 11 – Remove Existing Driveway

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete driveway as shown on the plans and as required for forming, base, sub base, native and all existing improvements to provide clear area for construction of new driveway; also shall include transitions to comply with ADA requirements. Removal of driveway as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 300-1.3.2 (b and c) and 300-2 of the Standard Specifications for Public Works Construction. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete driveway is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete driveway or any existing improvements shall be to the lines as shown on plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Payment to **Remove Existing Driveway** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, properly disposing, and

incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Bid Item No. 12 – Remove Existing Cross Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete cross gutter and/or spandrel and related adjacent areas needed to construct a cross gutter and/or spandrel.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Cross Gutter and/or Spandrel is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete Cross Gutter and/or Spandrel shall be to the lines as shown on plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Payment for Remove Existing Cross Gutter shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of a 2-foot-wide, full-depth strip of AC pavement along the curb and gutter for forming is included in this removal bid item and no additional compensation will be allowed.

Bid Item No. 13 – Remove and Dispose of Pedestrian Push Button and Post

This item includes remove and dispose of existing pedestrian push button, posts and post foundations as shown on plans. The Contractor shall coordinate with the Engineer and update crosswalk traffic signal timing for the east/west direction on Montebello Blvd.

Payment for **Remove and Dispose of Pedestrian Push Button and Post** shall be per the contract price per **Each (EA)** as shown in the Bid Schedule. Payment shall include full compensation removes and dispose of existing pedestrian posts, post foundations, push button, coordinate and update timing as directed by the Engineer, furnishing all labor, tools, materials, equipment, and work involved to complete this work. No additional compensation will be allowed therefore.

Bid Item No. 14 – Remove Exist Curb and Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete curb and gutter, local depression, and, a 1-foot-wide, full-depth strip of AC pavement for forming and sub-grade compaction. Removal of median concrete curb as shown on the Contract Drawings and as directed in the field by the

Engineer, shall conform to Subsection 300-1.3.2 (c) of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete median curb is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete curb and gutter shall be to the lines as shown on plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Payment for **Remove Exist Curb and Gutter** shall be paid for at the contract unit price per **Lineal Foot (LF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of a 1-foot-wide, full-depth strip of AC pavement along median curb is included in this removal bid item and no additional compensation will be allowed.

Bid Item No. 15 – Cold Mill Exist AC Pavement (2”)

Cold milling shall conform to the provisions of Section 302-1 of the Standard Specifications for Public Works Construction. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth required for the placement of new pavement as shown on the plans and as directed in the field by the Engineer. All work shall be completed in accordance with lines and grades, and typical cross-sections shown on the drawings. Any extra cold milling beyond the shown limits shall be at the Contractor's expense.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements, protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replace as called out in Section 7-9 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete (AC) pavement to facilitate its removal. Any sawcutting shall be accomplished by the use of a power-driven saw to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

During the cold milling operation, the Contractor shall remove all loosened materials from milled areas, haul away and dispose of them at a legal site as specified in Sub-section 300-1.3 of Standard Specifications for Public Works Construction and submit evidence of the proper disposal to the City of Montebello. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Any petromat found during grinding shall be removed by scraping and by burning it with a torch.

The Contractor shall be responsible for assuming the cost of removing, hauling, recycling and any other incidental of any petromat found during grinding operation and no adjustment on the Bid price shall be made.

Also, The Contractor shall remove all asphalt residuals along existing gutter.

Crack Sealing (Not a Bid item)

After the completion of the cold milling operation, ¼” wide cracks and larger shall be cleaned by hot air blowing to provide intact bonding surfaces which are free of moisture and debris. After the cracks have been properly cleaned, they shall be sprayed with an approved soil sterilant, and then filled with SS-1H asphaltic emulsion and sanded. Cracks and pop-outs larger than 1” wide shall be sealed with a D2-SC-800 stockpile mix.

Payment for Cold Mill of Exist AC Pavement (2”) shall be paid for at the price bid per Square Foot (SF) and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of asphalt concrete materials excavated or grinded, grade for the base, crack sealing, compaction and no additional compensation will be allowed therefore.

Bid Item Nos. 16 and 17 – Asphalt Concrete Pavement

All work shall conform to Sections 302-5 and 400-4 of the “Standard Specifications for Public Works Construction” and these Special Provisions.

Asphalt concrete shall be Type B-PG-64-10 for 3” and 5” base course. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. (All tack coat overspray on gutter lip shall be removed.)

Contractor shall use C2-PG 64-10 for 2” A.C. overlay.

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
- B. Free from water.
- C. Homogeneous.

2. Materials

A.General

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers can be obtained from (Caltrans).

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt. The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

B. Grades

Performance graded (PG) asphalt binder shall be PG 64-10 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T48	230	230	230	230	230
Solubility, Minimum % ^b	T44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa's	T316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test ^c , Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00

RTFO Test Aged Binder

Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
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Ductility at 25°C Minimum, cm	T51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R28	100	100	100	100	100

RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*sin(delta), kPa	T315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

- a. Recommended as asphalt rubber base stock for high mountain and high desert area.
- b. The Engineer may waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- c. The Engineer may waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. The sample will be tested at 3°C higher if it fails at the specified test temperature. G*sin(delta) shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- f. "PAV" means Pressurized Aging Vessel.

C. Sampling

The Contractor's asphalt supplier shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm (30 inches) above the platform. The supplier shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

- 1) With a diameter between 10 and 20 mm.
- 2) Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.
- 3) Maintained in good condition.
The Contractor's supplier shall replace failed valves.
In the presence of the City Engineer, the Contractor's supplier shall take 2 one-liter samples per operating day. Round friction top containers with one-liter capacity for storing samples shall be provided.

D. Applying Asphalt

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, "Liquid Asphalts."

The Contractor shall apply paving asphalt at a temperature between 120°C and 190°C. The City Engineer will determine the exact temperature of paving asphalt.

Subgrade preparation shall conform to Section 301-1 of the Standard Specifications for sections containing no aggregate base. After removal of the existing pavement section to the depths required to place the new AC section, re-compaction of the existing subgrade, if non-AC or non-PC, will be required to 95 percent in conformance with the requirements set forth in Section 301-1.3 of the Standard Specifications for Public Works Construction.

At all locations where new asphalt concrete pavement is joining existing asphalt pavement, the Contractor shall sawcut or cold mill/grind existing pavement to provide straight neat lines and place the new asphalt concrete to form a smooth transition. Payment for saw-cutting/grinding and removing the existing pavement shall be included in a separate Bid Item.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations.

Initial or breakdown compaction shall consist of a minimum of three roller passes coverage of a layer of asphalt mixture. A pass shall be a movement of a roller in both directions over the same path. Coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material in accordance with good rolling practice shall be considered a part of the coverage being made and not a part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started. Pneumatic rollers shall not be used without prior approval of the City Engineer. The top AC layer of each lane, once commenced, shall be placed without interruption.

Within the State Right-of-Way, transporting, spreading and compacting of the AC shall comply with section 39-3.04 of Caltrans Standard Specifications (Latest Edition). The proportion of aggregate, amount of asphalt binder and the required asphalt content shall comply with Caltrans Standard Specifications (Latest Edition). Tack coat applications and requirements shall follow section 39-1.03C(6) of Caltrans Standard Specifications (Latest Edition). Tack coat shall be applied to all vertical surfaces of existing pavement in the surfacing against which additional material is to be placed and to a pavement to be surfaced.

Measurement

The quantities of the asphalt concrete to be paid for will be measured by the actual tonnage (ton) of material and no additional compensation will be allowed therefor. The Contractor shall furnish to the Engineer at the time of delivery of the material on the job site a legible copy of a Licensed Weighmaster's Certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

Payment for Construct 2” AC Overlay (Type C2-PG 64-10), and Construct Asphalt Concrete shall be per the unit price bid per **Ton (TON)**, and shall include full compensation for furnishing all labor, materials, tools, equipment, all surface preparation, including crack cleaning and sealing, soil sterilant, tack coating, spreading, grading, compacting, hauling, proper disposing, and incidentals for doing all the work involved complete in place.

The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders or variation of oil pipes.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No. 18 – Aggregate Base (AB)

Aggregate Base shall be Class II conforming to the requirements of the STANDARD SPECIFICATIONS Section 200-2.

The finished surface of the aggregate base, which is to receive asphalt concrete, shall be smooth and level and allow for a uniform depth of asphalt concrete.

Payment for **Aggregate Base** shall be made at the contract unit price paid per **Cubic Yard (CY)**, as shown on the Bid Schedule, and shall include full compensation for furnishing all labor, materials, tack coat where required, tools, equipment, and incidentals to accomplish the work as specified herein, including but not limited to subgrade preparation, and no additional compensation will be allowed therefore.

Bid Item No. 19 and 23 – Construct Curb and Gutter and Curb

This Bid Item shall also include all labor, material and equipment required to place new concrete curb and gutter, concrete median curb, sidewalk, access ramps, and local depression for the project as shown on the plans, as directed by the Engineer, and per these special provisions and technical specifications. All concrete work shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete curb and gutter shall be per Standard Plans for Public Work Construction, Standard Plan 120-2 type A1-8, over 6” AB.

Concrete median curb shall be constructed to the line, grades and design shown in Appendix “F” and as directed in the field by the Engineer. Existing median curb to be joined shall be sawcut on a neat, straight line at the join location.

The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Work shall include replacement of any AC removed to provide space for forming at no additional cost to the City.

Payment for concrete curb and gutter shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction. Aggregate base material under curb, curb/gutter is included in Bid Item.

Prior to any removals Contractor and City Inspector shall meet at the sites where curb and gutter work is shown on the plans, and shall measure and mark the extent of removals. If there is a substantial discrepancy between field measurements and the data on the plans, then the issue shall be referred to the City Engineer for resolution. Contractor shall have a valid rationale why the field measurements widely differ from the plans. Contractor shall not begin any work unless a written authorization is given by the City Engineer.

Payment to **Construct Concrete Curb and Gutter A2-8 per SPPWC Std Plan 120-2 and Construct Concrete Curb A1-8 per SPPWC Std Plan 120-2** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, properly disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed therefor.

Payment for one-foot wide AC Pavement strip along the curb and gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 20 – Construct 4” PCC Concrete Sidewalk

This Bid Item shall also include all labor, material and equipment required to place concrete sidewalk for the project. Concrete sidewalk shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete sidewalk shall be a minimum 4” thick per the Standard Plans for Public Works Construction 112-2 and 113-2.

Concrete sidewalk shall be constructed to the line, grades and designs shown on the plans and as directed in the field by the Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for concrete sidewalk shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for **Construct 4” PCC Sidewalk per SPPWC Std. Plan 113-2** shall be made at the unit price bid per **Square Foot (SF)** and shall include full compensation for furnishing all materials, tools, labor and equipment for the completion of the work in place as specified in this contract document and shall include final subgrade preparation, dowel reinforcement, rebars, and no additional compensation shall be allowed therefore.

Bid Item No. 21 – Construct Cross Gutter and Spandrel

This Bid Item shall also include all labor, material and equipment required to construct new concrete cross gutter and/or spandrel for the project. Concrete cross gutter and/or spandrel shall conform to the provisions of Section 201-1 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction. Concrete cross gutter and/or spandrel shall be per Standard Plans for Public Works Construction 122-2.

Concrete cross gutter and/or spandrel shall be constructed to the line, grades and design shown in plans to match existing or as directed in the field by the Engineer. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for **Construct Concrete Cross Gutter per SPPWC Std. Plan 122-2** shall be made at the unit price bid per **Square Foot (SF)** and shall include full compensation for furnishing all materials, tools, labor and equipment for the completion of the work in place as specified in this contract document and shall include final subgrade preparation, dowel reinforcement, rebars, and no additional compensation shall be allowed therefore.

Payment for one-foot wide AC Pavement strip along the curb and gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed

Bid Item No 22 – Construct Driveway Approach

This Bid Item shall also include all labor, material and equipment required to place local depression for the project as shown on the plans, as directed by the Engineer, and per these special provisions and technical specifications. All concrete work shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Payment for **Construct Driveway Approach** construction shall be made at the unit price bid per Each and shall include full compensation for furnishing all materials, tools, labor and equipment for the completion of the work in place as specified in this contract document and shall include final subgrade preparation, and no additional compensation shall be allowed therefore

Bid Item No. 24 – Construct Concrete Curb Ramps

Concrete Curb Ramp shall be constructed to the line, grades and design as directed in the field by the Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City. Truncated, detectable warning surface shall be yellow and 4' wide and 3' long minimum. A sample of material shall be approved by the City of Montebello prior to installation. Provision and installation of truncated detectable warning surface is a part of curb ramp construction and no further compensation will be allowed.

Payment for concrete curb ramp shall conform to the provisions of Subsection 303-5.9 of the Standard Specifications for Public Works Construction.

Payment for Construct Concrete Curb Ramp per SPPWC Std. Plan 111-5 (Case and Type per Plan) construction shall be made at the unit price bid per **Each (EA)** and shall include full compensation for installing all elements of the curb ramp as detailed on the Plans, including but not limited to, detectable warning surface, inlaid cobble stone, furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, hauling, proper disposing, and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Payment for removal and replacement of two-foot-wide, full depth AC Pavement strip along the curb and gutter for forming purposes shall be included in this bid item of work and no additional compensation will be allowed.

Bid Item No. 25 – Construct Detectable Warning Surface per SPPWC Std. Plan 111-5

This Bid Item shall include all labor, material and equipment required to furnish and install detectable warning surface on existing curb ramps complete in place for the project. The work shall be performed per Standard Plans for Public Works Construction, Standard Plan 111-5.

Detectable warning surface shall be YELLOW and 4' wide and 3' long minimum. A sample of material shall be approved by the City of Montebello prior to installation.

The orientation of the dome pattern for all panels shall be parallel with the panel edges.

At a minimum the Contractor shall adhere to the truncated dome tile manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area. The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound on cane acoustic quality, or deterioration of the detectable warning surface. The warranty period shall commence on the date of acceptance.

NOTE: Detectable Warning Surface Materials shall be installed across the full width and full depth of the ramp, in conformance with SPPWC Standard Plan 111-5 and latest ADA requirements.

Payment for **Install Detectable Warning Surface per SPPWC Std. Plan 111-5** shall be made at the unit price bid per **Each (EA)** and shall include full compensation for furnishing all materials including, detectable warning surface, sand and dowel bars, tools, labor and equipment for the completion of the work in place as specified in this contract document and shall include final subgrade preparation, and no additional compensation shall be allowed therefore.

Bid Item No. 26 – Adjust to Grade, Existing Water Valve Cans and Covers

Adjusting of water valve cans and covers shall be in accordance with Section 301-1.6 of the Standard Specifications. The Contractor is to contact the water utility and determine if the utility wants the Contractor to lower and raise the water valves sleeves and covers or the water utility will do so on its own. In the latter case the Contractor will not be paid for this work.

All existing water utility covers that can be lowered and raised shall be lowered **prior** to cold milling/removal and adjusted to finished grade by the Contractor or the Utility Owner. The Contractor shall contact the utility or substructure owner organizations to arrange for adjustment of their respective facilities a **minimum of two (2) working days prior** to paving operations in accordance with **Section 301-1.6** of the Standard Specifications.

Adjustment of existing water valve sleeves shall also be performed after finish paving and covers are to be painted should the Utility Owner want the cover to be painted. The Utility Owner will let the City know what color is to be used.

Payment for Adjust to Grade, Water Valve Can and Cover shall be based on **Each (EA)** Unit Price basis and shall be considered full compensation of all costs associated with their adjustment including labor, materials, equipment

Bid Item No. 27 and 28 – Adjust to Grade, Storm Drain or Sewer Manhole Rim and Covers

This Bid Item shall include all labor, equipment and materials to adjust existing sewer/storm drain manholes frames and covers within the project limits to match finished grade if required. The work shall be performed in accordance with the provisions of Subsection 301-1.6 and Subsection 302-5.8 of the Standard Specifications for Public Works Construction and per Standard Plans for Public Works Construction.

All existing covers that can be lowered and raised shall be lowered **prior** to cold milling/removal and adjusted to finished grade by the Contractor or by the Utility Owner for the Contractor. For utility frames and covers under the jurisdiction of Verizon, AT&T, Edison, Los Angeles County Flood Control District, Los Angeles County Sanitation Districts, and County Sewer Maintenance Districts, the Contractor shall contact these organizations to arrange for adjustment of their respective facilities a **minimum of four (4) working days prior** to cold milling/paving operations in accordance with **Section 301-1.6** of the Standard Specifications.

The adjustment of existing manholes/vaults to finished grade shall be performed after finish paving. The removal or addition of grade rings shall be required to facilitate adjustment. Frame and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

Payment for Adjust to Grade, Storm Drain Manhole and Adjust to Grade, Sanitary Sewer Manhole shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in

the price paid, and no additional compensation will be allowed therefor. Where the manhole frame and cover is performed by the utility owner, no compensation will be made to Contractor.

Bid Item No. 29– Furnish and Install Traffic Signal Loop Detectors and Connect to DLC

All equipment, materials, and components for traffic detector loops and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans and Standard Specifications, Section 86, ‘Signals and Lighting’, latest edition, except as noted in the Special Provisions and on the plans. These plans and specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 S. Main Street, Los Angeles, CA 90012 or the State Offices of Caltrans at 1900 Royal Oaks Drive, Sacramento, CA 95815 (916) 455-3520.

Traffic Signal Loop Detectors shall be Type E (6’ diameter) per Caltrans Standard Plans ES-5A and ES-5B.

Contractor, as directed by City Engineer, shall remove existing loops and cut in new loops in AC areas.

Residue resulting from slot cutting/cleaning operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Contractor shall obtain approval from the City Engineer for exact location of new loop detector prior to final placement. Perform preliminary striping layout prior to loop detector layout.

The Contractor shall test the new detectors with a motor driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles. The unladed weight of the vehicle shall not exceed 220 pounds, and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor driven cycle through the response or detection area of the detector at not less than three (3) miles per hour or more than seven (7) miles per hour. The detector sensor unit shall provide the required output in response to this test.

Payment for **Furnishing and Installing Traffic Signal Loop Detectors and Connect to DLC** shall be at the contract unit price per **Each (EA)**. Unit Price basis installed complete and operational and shall be considered full compensation for furnishing all labor, tools, equipment, materials, coordination and incidentals, and for doing all the work involved in furnishing, installing, removals, salvaging, filling, traffic detector loops and appurtenances, providing temporary modifications to traffic signal system during construction as required, restoration work, operationally complete in place, as shown on plans, and as specified in the special provisions, and as directed by the City Engineer.

Bid Item No. 30 – Traffic Striping, Markings, Signing, and Curb Painting

Traffic Signing, Striping, Markings, and curb painting as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 82, 84 and 85 (CALTRANS) and also as modified below.

Traffic stripes, pavement markings of arrows, symbols, numbers and words, shall conform to the California Department of Transportation Standard Specifications; **Section 84-2 Thermoplastic Traffic Stripes and Pavement Markings, latest edition.**

For existing striping or markings shown to be replaced outside of new pavement area and on existing concrete surface, Contractor shall remove by wet sandblasting only all existing striping/legends/markings. Raised dots and markings shall be removed by grinding.

Prior to project grinding and removal work, Contractor shall video all existing markings, painting and pavement devices for use in carrying out this Bid Item.

Raised pavement markers other than blue hydrant markers shall conform to the California Department of Transportation Standard Specifications Section 85, current edition, and shall be of type as called for on the plans.

For all striping and street painted legend, contractor is to use City furnished stencils available at the Public Works Yard.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City of Montebello.

Painted and raised pavement marker removal shall conform to Section 85 of the Caltrans Standard Specifications, current edition. All residue remaining as a part of the removal operations shall be removed from the site.

Layout shall be approved, in writing, by the Engineer prior to placing Thermoplastic, curb painting and markings.

Thermoplastic Pavement striping and markings are per Caltrans Standard Plans.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied to the pavement surface, painting of red curb and the installation of raised pavement markers. Materials and installation for painted and raised pavement markers shall conform to Section 84 and 85 of Caltrans Standard Specifications, current edition.

The Contractor shall provide cat tracking for the centerline and lane lines the same day, following paving operations. Reflectorized “slurry tabs” may be used in lieu of painted cat tracking.

The Contractor shall refresh paint on red, yellow and blue curbs within the limit of the project and also to include all existing striping 100' in each direction on all intersections adjacent to the proposed improvements.

Place Raised Blue Reflective for Fire Hydrant

Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers installation as shown on Contract Drawings are a part of this item and shall conform to the Standard Specification Section 312 Pavement Marker Placement and Removal and shall be in accordance with the Caltrans Traffic Manual Section 6 "Markings" for each fire hydrant.

Payment for Traffic Striping/Signing/Markings shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing all labor, materials (including adhesives, glass beads, and paint), tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of pavement striping, parking stall lines, raised reflective pavement markers, painting curbs, blue markers, including removal and installation of traffic signs and posts as indicated, removal of existing delineators, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words, as required by the Project Specifications and no additional compensation will be allowed. All existing striping 100 feet in each direction on all intersections adjacent to the proposed improvements shall be restriped, remarked and repainted.

Bid Item No. 31 – Install Service Equipment Enclosure, Type III-B per Caltrans Std Plan ES-2E

Unless otherwise noted on plan(s), Contractor shall install new 120/240V modified Type III-BF service cabinet made of corrosion resistant 0.125" natural aluminum with exterior powder-coated sea-foam green (Federal Standard #14672, Cardinal paint #T007-GN23) to match the controller cabinet. All exterior hinges shall be piano-type stainless steel.

Service shall be TESCO CLASS 28-105, or approved equal. Service cabinet shall meet Eurserc 308 and the requirements of the serving utility. The service cabinet shall bear a UL508 industrial control panel for service entrance equipment. The cabinet shall be completely pre-wired in the factory. Wiring shall conform to NEMA IIB standards showing external connections and external equipment. Service equipment enclosures shall conform to the following, unless otherwise shown on plan(s):

1. 120/240 volt, Type III-BF (modified) meter service, as indicated on the plan.
2. Circuit breakers shall be industrial grade, Westinghouse Quicklag C, or approved equal.

Circuit breakers required:

- | | |
|--------------------|------------------------------------|
| 1 - 100 Amp 3-pole | (240V signal main, lighting main) |
| 1 - 30 Amp 1-pole | (120V spare - metered) |
| 1 - 30 Amp 1-pole | (120V safety lighting - unmetered) |

- | | |
|-------------------|--|
| 1 - 40 Amp 1-pole | (120V signal circuit - metered) |
| 1 - 15 Amp 1-pole | (120V safety lighting photoelectric control circuit-unmetered) |
| 1 - 15 Amp 1-pole | (120V IISNS circuit - metered) |
| 1 - 15 Amp 1-pole | (120V IISNS photoelectric control circuit) |

3. Circuit breakers and test switches shall be marked with identifying labels for each circuit breaker.

Type V photoelectric control contactor and test switch assembly shall be installed in the service cabinets. Photoelectric control contactors shall be as follows:

- | | | |
|--------------|---|------------|
| Luminaires | - | (1) 3-pole |
| 65-amp IISNS | - | (1) 3-pole |
| 65-amp | | |

Photoelectric control assembly for the IISNS and lighting shall be installed within the circuit breaker compartment of the service cabinet enclosure, and accessible to the City after installation of electrical meter.

If service equipment cabinet designs deviates in any way from these technical provisions or the details shown on the plans, such as for a Type III-BF service cabinet, details of such deviation shall be submitted to the Engineer for review and approval before fabrication of the contract cabinet(s). If deemed necessary by the Engineer, one complete prototype cabinet shall be delivered to the Engineer for review at least (15) days before fabrication of the contract fixtures. The prototype cabinet will be returned to the Contractor, and if permitted by the Engineer, the cabinet may be installed in the work.

A shield shall be provided over the sensor openings to prevent direct light sources, such as vehicle headlights, from affecting the switching mechanism.

The Contractor shall arrange with the Southern California Edison Company for final electrical service connections in conformance with the requirements of said utility and these Technical Provisions and shall pay all required contractor-related costs and fees required by the utility. The Contractor shall notify the Engineer in writing at least (15) calendar days in advance of the date on which he desires any service connections or disconnects to be made. The Contractor shall be entitled to no extension of time or other compensation for any delay to this operation resulting from his failure to give the prescribed notification.

It shall be the Contractor's responsibility to verify the location of, and to make arrangements for providing the necessary electrical connections for the irrigation systems. The City will be responsible for the costs from the electrical utility provider.

The work also includes coordination with Southern California Edison, installation of 3-inch PVC Schedule 40 duct, with Schedule 80 bends, from service pedestal to service feed point determined by SCE. Contractor shall provide an allowance of 100-feet of 3-inch PVC, including all associated costs of sawcuts, trenching, placement of duct, backfill and compaction, and finishing surfacing

in-kind to existing condition. If service feed point is an existing SCE underground vault, Contractor shall place duct to within 5-feet of vault. SCE will complete the connection to the vault. If the service feed point is on a wood power pole, contractor shall place duct to a point 3-feet above grade.

City will pay all connection fees and sign authorization for power connection.

Service Cabinet Fabrication:

Maximum width 16" maximum, height 48" maximum, depth 17" maximum. Cabinet shall be fabricated from raw aluminum, with no protruding cabinet hood extensions.

The exterior of the cabinet shall be powder-coated sea-foam green (Federal Standard #14672, Cardinal paint #T007-GN23).

There shall be no exposed nuts, bolts, screws, rivets or other fasteners on the exterior. Cabinets shall be equipped with a BEST cylindrical locking system.

Cabinet shall have 2,000-pound stress-rated steel hasp, welded to the cabinet and door.

Distribution and control panel shall have separate hinged deadfront panels with ¼ latch and knurled knobs.

Breaker compartment shall be have a safe barrier from the control compartment. Removable back pan shall be mounted on (4) welded ¼" studs.

All circuit breakers shall be installed in a vertical position, handle up for "On" and handle down for "Off".

Circuit breaker shall be industrial grade, Westinghouse Quicklag C, or approved equal.

All main bussing shall be UL approved copper THN cable bussing fully-rated for 125 amps.

The bid item price for **Install Service Equipment Enclosure, Type III-B per Caltrans Std Plan ES-2E** shall be at the contract unit price per **Each (EA)**. Unit Price basis installed complete and operational and shall be considered full compensation for furnishing all labor, tools, equipment, materials, coordination and incidentals, and for doing all the work involved in furnishing, installing, removals, to provide electrical service(s) including coordination with SCE, PVC ducts to service feed point, all necessary hook-ups, breakers, conduit and conductors, labor, materials, tools, and equipment necessary to install the service in place as shown on plans, and no further compensation shall be allowed therefor.

Bid Item No. 32 – Median Hardscape and Landscape Planting

This bid item includes the construction of "Landscape Planting" per Sections 800-1 and 801-1 – "Landscaping Materials" and "Installation" of the Standard Specifications and with these Technical Specifications and Provisions specified herein.

Landscaping Materials

- 1) Add the following to Section 800-1.1 before the first paragraph:
 - Use Class “A” topsoil
- 2) Delete subsection of Section 800-1.2.2 in its entirety and substitute with the following:
 - No manure will be allowed unless approved in advance by the Engineer.
- 3) Delete subsection of Section 800-1.2.5 in its entirety and substitute with the following:
 - Mulch to be 1/4" to 3/4" diameter and 1/2" to 3" in length, in brown color.
 - All shrubs and ground cover areas shall be mulched after planting with 3 inches of mulch. Maintain a 6 inch clear “no-mulch” zone around the base of each tree and shrub.
 - The Contractor shall submit one sample of mulch materials for City's review and approval. The Engineer has the right to reject all samples and request additional samples until a suitable mulch material is approved.
- 4) Add the following to Section 800-1.4 before the first paragraph:
 - Contractor to provide 1-year guarantee for all plant materials.
- 5) Add the followings to Section 800-1.6:

- **800-1.6.1 General**

Whenever a material or process is delineated or specified by patent, proprietary name or process, or manufacturer's name, such specifications are used for the purpose of facilitating the description of material or process desired. Approved equals are acceptable as approved by the engineer. Suppliers and manufacturer's directions, specifications and recommendations will be followed in all cases where the materials used furnish directions and cover points not delineated on the Plans or in the Specifications. The specifications only indicate the quality and workmanship to be performed rather than a detailed description of the performance of the work. In the event of any discrepancies between the Plans or Specifications, the final decision as to which will be followed shall be made by the Engineer. In the event the installation is contradictory to the direction of the Engineer, the installation shall be rectified by the Contractor at no additional cost to the City.

All workmanship and materials incorporated shall be the best available grade of their respective kind. Provide a sample of each material specified. Accepted samples may be used in the Work. Submit three (3) sets of a written list of materials as specified to the Engineer within twenty-one (21) days after award of contract. This list shall give the name, material number, and the manufacturer, and shall be accompanied by cut sheets or reproductions of catalog pages for all of the material to be installed. Approval of

substitutions will not relieve the Contractor from complying with the requirements of the Contract Documents, Plans and Specifications. Pay at Contractor's sole expense for all changes caused by approved substitution which affect other items of work.

- **800-1.6.2 Herbicide**

All herbicides shall be organic. Organic herbicide for weed abatement shall be Suppress EC, or approved equal.

- **800-1.6.3 Pre-emergent**

Pre-emergent weed control material shall be Organic.

- **800-1.6.4 Root Barrier**

Root barriers shall be furnished and installed at each tree planted adjacent to concrete and asphalt. Root Barriers must be installed vertically along the sidewalk, roadway or alley at the direction of the City. Root barriers shall extend for five feet (5') minimum distance from the trunk of the tree in each direction.

- **800-1.6.5 Decomposed Granite**

Decomposed granite shall be meeting the following criteria:

- a. Uniform tan or buff color
- b. From only 1 source
- c. Crushed granite rock that complies with the gradation requirements shown in the following table:

Gradation Requirements	
Sieve size	Percentage passing
3/8"	100
No. 4	95-100
No. 8	75-80
No. 16	55-65
No. 30	40-50
No. 50	25-35
No. 100	20-25
No. 200	5-15

- **800-1.6.6 Metal Edging**

Metal Edging shall be of the manufacturer, size, color, and type indicated on the Plans.

- **800-1.6.7 Dry Stream Bed**

Dry Stream Bed shall be constructed with materials including river washed cobbles and weed barrier cloth.

River washed cobbles shall be from only 1 source, and be of the size, color, and type indicated on the Plans.

Weed barrier cloth shall be made from woven polypropylene fabric that meets the following critiers:

- Grab Tensile Strength: 600 Pounds
- Grab Elongation: 15%
- Trapezoil Tear: 75 lbs

- **800-1.6.8 Inlaid Cobble**

Cobbles inlaid onto the concrete shall be from only 1 source, and be of the size, color, and type indicated on the Plans.

- **800-1.6.9 Fertilizer Tablets**

21-gram 20N-10P-5K slow release fertilizer tablets as manufactured by Agriform or approved equal. Apply according to Manufacturer's instructions and as follows:

- 36" Box shall receive 36 tablets
- 24" Box shall receive 24 tablets
- 15 Gallon shall receive 10 tablets
- 5 Gallon shall receive 3 tablets
- 1&2 Gallon shall receive 2 tablets

Landscaping Installation

1) Add the following to Section 801-1

- Where existing landscaping and irrigation is to be removed, modified, or replaced due to construction or excavation, new landscaping shall be installed to match existing or as directed by the Engineer, and irrigation shall be installed and/or rerouted to ensure the irrigation system is fully operational or as directed by the Engineer.

2) Delete 1st sentence in the 4th paragraph and add the following at end of the Section 801-2.21

- WEED ABATEMENT OPERATIONS. The irrigation system, soil preparation operations, and finish grade shall be approved by the Engineer prior to weed abatement operations.

Contractor shall operate the irrigation system to keep planting areas uniformly moist for a period of two (2) weeks (14 calendar days). At the end of the two (2) week period, Contractor shall spray all visible weeds with an approved organic, non-selective, post emergent herbicide. Application rate and method shall be recommended by the manufacturer. After spraying, planting areas shall remain unwatered for a minimum of forty-eight (48) hours.

After seven (7) calendar days from the chemical application, weeds and debris shall be disposed of off-site.

Contractor shall apply spray chemicals when air currents are still; preventing drifting onto adjoining property and preventing any toxic exposure to persons whether or not they are in or near the project.

3) Add the following after the last paragraph for Section 801.2.2

- Fertilizing and soil amendment guidelines under agronomic soils testing shall be used for bidding purposes for planting areas, however, Contractor shall amend it as necessary per the soils test report at no additional cost to the City.

After weed abatement operations, and as determined by the Engineer, planting areas shall be scarified to a depth not to exceed one inch (1”).

Weeds and debris shall be disposed of off-site.

- 4) Delete 2nd paragraph and add the following after the last paragraph for Section 801-2.3
 - The finish grade below adjacent paving, curbs or headers shall be 3 inches in ground or groundcover areas. Finish grading will be required in raking out/feathering spoils from planting installations.
- 5) Add the following after the last paragraph for Section 801-4.1
 - Prior to excavation for planting or placing of stakes, locate all utilities, electric cables, conduits, underground irrigation lines, heads, valves and valve control wires, and all utility lines so that proper precautions may be taken not to damage such improvements. In the event of a conflict between utilities and plant locations, promptly notify the Engineer who will arrange for one or the other to be relocated. If contractor fails to follow this procedure it shall repair all damages resulting from the work at contractor's sole expense. Plant materials shall be furnished in the quantities and/or spacing as shown or noted for each location, and shall be of the species, kinds, sizes, etc., as symbolized, and/or described in the Plant Legend, as indicated on the Plans. Verify all sizes and quantities on the Plans. Promptly report any discrepancy to the Engineer.
 - Any plant material or any development materials specified by trade name or equal, shall be according to these Plans and Specifications. Installation and use of substitute items shall not be made until the Contractor is in receipt of written approval from the Engineer. Substitution proposals for plant material must be accompanied by written proof of non-availability within a five hundred mile radius of the project site for material originally specified and proof that material was ordered in a timely manner upon award of contract. Regularly water all nursery stock in containers and place them in a cool area protected from sun and drying winds. Do not allow plants to dry out before or while being planted. Keep exposed roots moist by means of wet sawdust, peat moss or burlap at all times during planting operations. Do not expose roots to the air except while being placed in the ground. Wilted or diseased plants, whether in place or not, will not be accepted and shall be replaced at the Contractor's sole expense. Moisten prepared surface immediately prior to installing plant material. Install plant material immediately after delivery to site, within 24 hours after delivering to prevent deterioration. Hand water landscaped areas immediately after installation with a minimum of 1” of water.
- 6) Delete 4th paragraph and replace with the following for Section 801-4.5
 - In the event that underground construction work or obstructions are encountered in the planting operation, alternate locations for plant material will be selected by the City. Operation shall be done at no extra cost to the City. The following material shall be thoroughly blended and used as a backfill mix:

- 6 parts by volume on-site soil
 - 4 parts by volume amendment 1 lbs. 16-20-0 per cubic yard of mix
 - 2 lbs. Iron Sulfate per cubic yard of mix
- The actual material and amounts, as determined by the agronomic soils test, shall be supplied by the Contractor at no additional cost to the City. No mixing for individual planting holes is permitted. Mix planting soil prior to backfilling and stockpile at the site. Iron sulfate shall not contact cement surfaces because severe staining could occur; repair or replace stained cement at Contractor's sole cost. Remove all plants from their containers and set so that, when settled, they bear the same relation to the required grade as they bore to the natural grade before being transplanted. Set the directed amount of plant fertilizer to be used with each plant on the top of the root ball so the required fertilizer amount to be used in each hole can be easily verified and approved by the Engineer. Improper planting may delay the maintenance period and extend working days causing liquidated damages. Planting holes shall be compacted with no more than 1" settlement from finished grade.

Integral Colored Concrete pavement shall be constructed to the line, grades and designs shown on the plans and as directed in the field by the Engineer. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete pavement shall be a minimum 4" thick per the Standard Plans for Public Works Construction 112-2 and 113-2. Concrete shall be of the color and finish indicated on the Plans. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for **Median Hardscape and Landscape Planting** shall be per the contract **Lump Sum (LS)** price bid as shown on the Bid Schedule. Payment shall include full compensation for furnishing all labor, tools, materials, equipment, and work involved including, but not be limited to soil preparation, fertilizers, amendments, weed control, finish grading, soil testing, backfill materials, furnishing and installing plant materials, bark mulch, and cleanup. No additional compensation will be allowed therefore.

Contractor shall provide a schedule of values for the following items included in this lump sum price bid:

Item	Unit	Quantity
Tree - 24" Box	EA	38
Shrub - 1 Gal	EA	1000
Root Barrier	LF	425
Dry Stream Bed (Cobble and Weed Barrier)	CY	26
Decomposed Granite (Included Path Fines and Aggregate underneath)	SF	5000
Inlaid Cobble-Non walkable surface	SF	870
Metal Edging	LF	3225

Imported Top Soil with Amendment (2' Depth)	CY	1570
Mulch (3" Depth)	CY	150
Construct Integral Colored Concrete	SF	4050

Bid Item No 33 – Irrigation System

This work includes the construction of “Irrigation System” per Sections 800-2 and 801-5 – “Irrigation System Materials” and “Irrigation System Installation” of the Standard Specifications and with these Technical Specifications and Provisions specified herein.

Irrigation Materials

- 1) Delete 2nd paragraph from Section 800-2.1.3 and replace with the following:
 - All pressure supply lines downstream of the strainer assembly unit shall be Schedule 40 solvent weld PVC 1-1/2” or smaller and Class 315 solvent weld PVC for 2” or larger. Piping shall conform to ASTM 1785. All non-pressure lines downstream of the remote control valve shall be Schedule 40 solvent weld PVC conforming to ASTM D1785. Pipe shall be marked continuously with manufacturer's name, nominal pipe size, schedule or class, PVC type and grade, National Sanitation Foundation approval, Commercial Standards designation, and date of extrusion. All plastic pipe shall be extruded of an improved PVC virgin pipe compound in accordance with ASTM D2241 or ASTM D1785.
 - All solvent weld PVC fittings shall be standard weight Schedule 80 and shall be injection molded of an improved virgin PVC fitting compound. Slip PVC fittings shall be the "deep socket" bracketed type. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated.
 - All fittings shall conform to ASTM D2466. All threaded nipples shall be standard weight Schedule 80 with molded threads and shall conform to ASTM D1785.
 - All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy. Solvent cementing shall be in conformance with ASTM D2564 and ASTM D2855. When connection is plastic to metal, female adapters shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be non-lead base Teflon paste, tape, or approved equal.
- 2) Delete entire Section 800-2.2.2 and replace with the following:
 - **800-2.2.2 Gate Valves and Ball Valves**
Gate valves and Ball Valves shall be of the manufacturer, size, and type indicated on the Plans.
- 3) Delete entire Section 800-2.2.4 and replace with the following:

- **800-2.2.4 Remove Control Valves**

Automatic control valves shall be of the manufacturer, size, and type indicated on the Plans. Automatic control valves shall be electrically operated. Drip zone valves shall be accompanied with pressure regulators and filters per the manufacturer.

4) Add the following sections:

- **800-2.2.8 Automatic Flush Valves**

Automatic Flush Valves shall be of the manufacturer, size, and type indicated on the Plans.

- **800-2.2.9 Air Release Valve Assemblies**

Air Release Valve Assemblies shall be of the manufacturer, size, and type indicated on the Plans.

- **800-2.5 Deep Water Bubbler Assemblies**

Deep Water Bubbler Assemblies shall be of the manufacturer, size, and type indicated on the Plans.

- **800-2.6 Dripline Irrigation System**

Dripline Irrigation System, including tubings, air/vacuum relief valve, and automatic flush valve shall be of the manufacturer, size, and type indicated on the Plans.

- **800-4 Warranties**

All materials supplied for this project shall be new and free from any defects. All defective materials shall be replaced immediately at no additional cost to City. After award of contract and before any irrigation system materials are delivered to the job site, submit to the Engineer a complete list of all irrigation systems, materials, or processes proposed to be furnished and installed as part of this Contract. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, furnish the manufacturer's recommendations as to the method of installation. No substitutions will be allowed without prior written acceptance by the Engineer. Manufacturer's warranties shall not relieve the Contractor of liability under the guarantee. Such warranties shall only supplement the guarantee. If the Contractor wishes to substitute any equipment or materials for equipment or materials listed on the irrigation Drawings and Specifications, it may do so by providing the following information to the Engineer for approval:

- Provide a written statement indicating the reason for making the substitution.
- Provide catalog cut sheets, technical data, and performance information for each substitute item.
- Provide in writing the difference in installed price if the item is accepted.

The contractor shall furnish all materials as specified in the plans and specifications and turn over a fully functional irrigation system complete with programming as coordinated by the City and accommodating for the new irrigation controller within the new landscape.

Additionally, the contractor shall be responsible for repairing any landscape damaged or removed for the purpose of installation of the irrigation.

All irrigation materials provided and installed shall be specifically designed and manufactured for use within reclaimed irrigation systems.

Irrigation Installation

- 1) Add the following after the last paragraph for Section 801-5.1
 - Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Verify that irrigation system may be installed in strict conformance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations. In the event of discrepancy, immediately notify the Engineer.

Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved. Before starting work, carefully check all grades to determine that work may safely proceed, keeping within the specified material depths with respect to finish grade.

The Engineer will approve final grades before work on this Section will be allowed to begin. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Coordinate the installation of all irrigation materials with all other work.

All scaled dimensions are approximate. Check and verify all size dimensions prior to proceeding with work under this Section. Exercise extreme care in excavating and working near existing utilities. Repair damages to utilities, which are caused by Contractor's operations or neglect, at no additional cost to City. Prior to installation, stake out all pressure supply lines, routing and location of sprinkler heads, valves, and automatic controller. Layout irrigation system and make minor adjustments required due to differences between site and Drawings. Where piping is shown on Drawings under paved areas, but running parallel and adjacent to planted areas, install the piping in the planted areas. Connections to, or the installation of, the water supply shall be at the locations shown on the Drawings. Minor changes caused by actual site conditions shall be made at no additional expense to the City.

Existing irrigation equipment to be replaced including valves, spray heads, and rotors shall be salvaged and delivered to the City.

Verify and be familiar with the locations, size and detail of points of connection provided as the source of water and connection to the irrigation system. Irrigation design is based on the available static water pressure shown on the Drawings. Verify static water pressure on the project prior to the start of construction. Should a discrepancy exist, notify the Engineer's authorized representative prior to beginning construction. Prior to cutting into the soil, locate all cables, conduits, sewer septic

tanks, and other utilities as are commonly encountered underground and take proper precautions not to damage or disturb such improvements. If a conflict exists between the obstacles and the proposed work, promptly notify the Engineer who will arrange for relocations. Proceed in the same manner if a rock layer or any other such conditions are encountered. Protect all existing utilities and features to remain on and adjacent to the project site during construction. Repair, at its sole cost, all damage resulting from its operations or negligence.

The Agency Representative shall have, at all times, safe access to the Work. Where the Specifications require work to be tested by the Contractor, it shall not be covered over until accepted by the Engineer. Notify the Engineer, a minimum of 48 hours in advance of where and when the work is ready for. Should any work be covered without testing or acceptance, it shall be, if so ordered, uncovered at the Contractor's sole expense. Inspections will be required for the following at a minimum:

- System layout
- Pressure test irrigation main line (Six hours at 125 psi) lateral lines (2 hours at 100 psi).
- Coverage test of irrigation system
- Final inspection prior to start of maintenance period
- Final acceptance

Work that fails testing and is not accepted will be re-tested. Hourly rates and expenses of the Engineer for re-inspection or re-testing will be paid by the Contractor at no additional expense to City.

Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installation work and materials of all other trades. In the event of damage, immediately make all repairs and replacements necessary to the acceptance of the Engineer and at no additional cost to the City. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load. Dispose of waste, trash, and debris in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Do not bury waste material and debris on the site. Burning of trash and debris will not be permitted. Remove and dispose of rubbish and debris generated by his work and workmen at frequent intervals or when ordered to do so by the Engineer. At the time of completion the entire site will be cleared of tools, equipment, rubbish and debris which shall be disposed of off-site in a disposal area that is fully and legally licensed.

Temporary Repairs: The City reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right by the City shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

Supply the following items:

- Two (2) wrenches for disassembly and adjustment of each type of sprinkler head used in the irrigation system.
- Two (2) 30-inch sprinkler keys for manual operation of control valves.
- One (1) valve box cover key.
- Four (4) extra sprinkler heads of each size and type.
- 250 feet of additional drip line and 100 feet blank roll.
- 200 drip line stakes.

The above equipment shall be turned over to the Engineer at the final inspection.

At the time of the pre-maintenance period inspection, the Engineer and governing agencies will inspect the work and, if not accepted, prepare a list of items to be completed by the Contractor. At the time of the post-maintenance period or final inspection the work will be re-inspected and final acceptance will be in writing by the Engineer. The City Engineer shall have final authority on all portions of the work.

Irrigation Pipeline Installation

- 1) Add the following after the last paragraph for Section 801-5.3.1
 - Trenching excavation shall follow layout indicated on Drawings to the depths below finished grade and as noted. Where lines occur under paved areas, these dimensions shall be considered below subgrade. Provide minimum cover of 24 inches on pressure supply lines. Provide minimum cover of 24 inches for control wires. Provide minimum cover of 12 inches for non-pressure lines unless lines are designated as "ON GRADE" per the plans. Backfill material on all lines shall be the same as adjacent soil free of debris, litter, and rocks over 1/2 inch in diameter. Backfill shall be tamped in 4-inch layers under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Backfill materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to 90% relative compaction and shall conform to adjacent grades. Flooding in lieu of tamping is not allowed. Under no circumstances shall truck wheels be used to compact backfill. Provide sand backfill a minimum of 6 inches over and under all piping under paved areas.

Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphalt pavement. Cutting or breaking of existing pavement is not permitted. Carefully inspect all pipe and fittings before installation, removing dirt, scale, burrs, and reaming. Install pipe with all markings up for visual inspection and verification.

Remove all dented and damaged pipe sections. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades. Parallel lines shall not be installed directly over each other. In solvent welding, use only the specified primer and solvent cement and make all joints in strict conformance with the manufacturer's recommended methods including wiping all excess solvent from each weld. Allow solvent welds at least 15 minutes setup time

before moving or handling and 24 hours curing time before filling. PVC pipe shall be installed in a manner, which will provide for expansion and contraction as recommended by the pipe manufacturer. Center load all plastic pipe prior to pressure testing. All threaded plastic-to-plastic connections shall be assembled using Teflon tape or Teflon paste. For plastic-to-metal connections, work the metal connections first. Use a non-hardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise. All plastic-to-metal connections shall be made with plastic female adapters.

- 2) Add the following after the last paragraph for Section 801-5.4
 - Automatic control valves, and gate valves shall be installed in the approximate locations indicated on the Drawings. Valves shall be installed in shrub areas whenever possible. Install all valves as indicated in the detail Drawings. Valves to be installed in valve boxes shall be installed one valve per box.
- 3) Add the following after the last paragraph for Section 801-5.7.3
 - Irrigation dripline to be installed per plans. The contractor shall be responsible for making field adjustments to provide proper drip coverage. Install drip line on finish grade per manufacturer's instructions. Immediately after installing drip line, flush system to the satisfaction of the Engineer. Drip line coverage to be observed, tested, and approved by the Engineer prior to burying with mulch. Notify the Engineer a minimum of 48 hours in advance where and when the work is ready for testing.
- 4) Add the following after the last paragraph for Section 801-5.7.4
 - Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Plans, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the Engineer. This test shall be accepted by the Engineer and accomplished before starting any planting. Final inspection will not commence without record Drawings as prepared by the Contractor. During the maintenance period adjust and maintain the irrigation system in a fully operational condition providing complete irrigation coverage to all intended plantings. Clean-up shall be made as each portion of the work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed, and any damage sustained on the work of others shall be repaired to original conditions.

Payment for **Irrigation System** shall be per the contract **Lump Sum (LS)** price bid as shown on the Bid Schedule. Payment shall include full compensation for furnishing all labor, tools, materials, equipment, and work involved including, but not be limited to pipes, fittings, sprinklers, valves, automatic control valves, controllers, valve boxes, drain valves, hose bib valves, operating wrenches, riser assemblies, fertilizer injection system, trenching, direct burial wires, electrical connections, wiring and other appurtenances, piping, connections, coordination, testing, cleanup, temporary irrigation, and adjustments necessary for a complete operating system, ready for immediate use upon completion. No additional compensation will be allowed therefore.

Contractor shall provide a schedule of values for the following items included in this lump sum price bid:

Item	Unit	Quantity
Irrigation Controller (installed inside of Type III-BF enclosure) 16 station	EA	1
Irrigation Controller (installed inside of Type III-BF enclosure) 8 station	EA	1
Water Meter	EA	2
Reduced Pressured Backflow Preventer	EA	2
Master Valve	EA	2
Flow Sensor	EA	2
Supply Line - Copper Type K	LF	25
Irrigation Mainline	LF	2565
Irrigation Sleeves	LF	1152
Lateral Sch 40 PVC	LF	2065
Irrigation Conduit and Wire	LF	2565
Remote Control Valve Assembly	EA	5
Drip Remote Control Valve Assembly	EA	9
Deep Water Bubblers	EA	76
Subsurface Inline Drip Tubing	SF	17500
Ball Valve	EA	7
Splice Box	EA	7
Air Relief Valve	EA	9
Automatic Flush Valve	EA	9

Bid Item No. 34 – Plant Establishment and Maintenance Period (90 Days)

This work includes “Maintenance and Plant Establishment” per Section 801-6 of the Standard Specifications and with these Technical Specifications and Provisions specified herein.

- 1) Delete the entire Section 801-6 and replace with the following:
 - Landscape maintenance and plant establishment period shall be a minimum of ninety (90) days after “Date of Acceptance of Installation” of all planting areas. Request in writing from the Engineer, notification of the date of the start of the maintenance and planting establishment period. At the acceptance of all planting areas, request in writing from the Engineer notification of the date of the completion of the maintenance period. The maintenance period shall not officially begin or end without written notification from the Engineer. Construction fencing

shall remain until after the maintenance period is complete or as directed by the Engineer. Maintain all planted areas on a continuous basis as they are completed during the progress of the work and during the establishment and maintenance period, and shall continue to maintain them until final acceptance in accordance with the following:

- Water, weed, fertilize, edge, prune, spray as necessary to promote a healthy growing condition. Maintain lawn at a mowing height recommended by the city. All planted areas shall be kept free of debris and weeds. Keep project neat and attractive throughout the maintenance period.
- Apply organic herbicides for weed control, as needed or directed by City, in accordance with manufacturer's instructions and applicable laws and regulations. Organic pre-emergent herbicide shall be required in all planter, shrub and ground cover areas. Remedy damage resulting from weed control.
- Adjust the irrigation system to sufficiently saturate root zone without rotting trees, shrubs, and ground cover.
- Repair or replace any damaged item caused by vehicles, vandals, rabbits, rodents, bicycles, or foot traffic during the maintenance period.
- Fertilize with "Organic/JTM Complete" at 30 lbs./1,000 s.f. at the beginning and end of the maintenance period (twice) or as indicated by the agronomic soils test.

All inspections herein specified shall be made by the City. Request inspection at least forty-eight (48) hours in advance of the time the inspection is required.

Inspection is required for, and not necessarily limited to, the following parts of the work:

- Incorporation of soil amendments and fine grading.
- Prior to digging plant pits for shrubs.
- During backfilling of plant pits with amended backfill.
- Final inspection at the end of the maintenance period.
- Irrigation Inspection / Coverage Test prior to planting.

Payment for **Plant Establishment and Maintenance Period (90 Days)** shall be per the contract **Lump Sum (LS)** price bid as shown in the Bid Schedule. Payment shall include full compensation for furnishing all labor, tools, materials, equipment, and work involved to complete this work. No additional compensation will be allowed therefore.

SPECIAL PROVISIONS
PART 4 – EXISTING IMPROVEMENTS

FOR

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

IN THE CITY OF MONTEBELLO

PART 4 – EXISTING IMPROVEMENTS

The work required to be performed for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition, in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For purposes of this Project, Part 4 of the SSPWC, is amended, as follows:

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. Prior to start of construction, Contractor and City Inspector shall visit and survey the site, and agree on locations outside the work limits and adjacent to it, and along truck routes where the traffic striping, pavement markings, and curb markings are in good condition prior to start of construction, and locations where the markings are faded prior to start of construction. Contractor shall restripe or clean to the satisfaction of the City, all pavement markings and striping in the vicinity of the project and on truck routes damaged and soiled due the Contractor's work.

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.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

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:

Central Basin MWD	Isabelle Guido	6252 Telegraph Rd Commerce CA 90040	(323) 201-5541 isabelleg@centralbasin.org
Chevron Environmental Management Company	Allen Just	18401 Von Karman Ave Ste 300 Irvine, CA 92612	(714) 508-2677 allen.just@arcadis.com
Crimson Pipeline LP	Shannon Lovrien	3760 Kilroy Airport Way Suite 300 Long Beach, CA 90806	(562) 285-4107
MCI (Verizon Business)		400 International Pkwy Richardson, TX 75081	investigations@verizon.com
Montebello Land & Wtr	Korey	1600 W Beverly Bl Montebello, CA 90640	korey@mtblw.com
Crown Castle - LA & VEN	Fiber Dig	1500 Corporate Dr Canonsburg, PA 15317	(800) 654-3110 fiber.dig@crowncastle.com
Redflex Traffic Systems		5651 W Talavi Blvd Suite 200 Glendale, AZ 85306	(800) 568-8405 designtickets@atsol.com
SoCalGas Distribution Belvedere	Jason Sum	701 N Long Beach Blvd Compton, CA 90221	(310) 687-2011 ComptonUtilityRequest@semprautilities.com jsum@socalgas.com
San Gabriel Vally Wtr Company	Kailyn Phu	11142 E Garvey Ave El Monte, CA 91733	(626) 448-6183 kphu@sgvwater.com

Spectrum - Irwindale	David Scharrer	4781 Irwindale Ave Irwindale, CA 91706	626-430-3522 david.scharrer@charter.com
SCE Trans Telecom, Utilquest for SCE Dist - Metro East & West Reg	Engineering	14005 S Benson Ave Chino, CA 91710	maprequests@sce.com

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.

SPECIAL PROVISIONS
PART 6 – TEMPORARY TRAFFIC CONTROL

FOR

**PAVING THE WAY PROGRAM
MONTEBELLO BLVD
(FROM LOS ANGELES AVE TO LINCOLN BLVD)**

C.P. No. 888

IN THE CITY OF MONTEBELLO

PART 6 – TEMPORARY TRAFFIC CONTROL

The work required to be performed for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), latest Edition, in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For purposes of this Project, Part 6 of the SSPWC, is amended, as follows:

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

The following is added to this subsection of the Standard Specifications:

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

The following is added to this subsection of the Standard Specifications:

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

All driveways have to be open for access during project non-construction hours and days which may require use of plating and other devices or methods.

No driveway can be worked on until the owner/tenant has been informed in writing with five (5) working days' notice of the scheduled work and has agreed to the planned schedule of the Contractor.

600-3 PEDESTRIAN ACCESS.

The following is added 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 City.

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 this 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

APPENDIX “A”

STANDARD PLANS

CITY OF MONTEBELLO

PAVING THE WAY PROGRAM MONTEBELLO BLVD (FROM LOS ANGELES AVE TO LINCOLN BLVD)

C.P. No. 888

LIST OF STANDARD PLANS

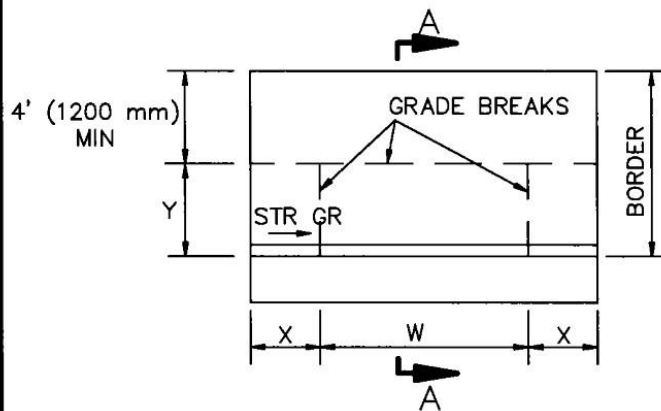
<u>Plan No.</u>	<u>Description</u>
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Standard Plans for Public Works Construction:

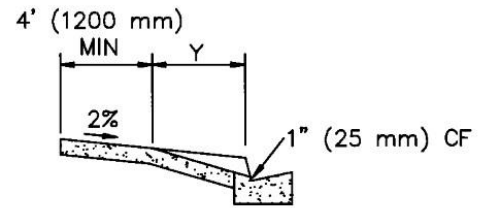
SPPWC 110-2	Driveway Approaches
SPPWC 111-5	Curb Ramp
SPPWC 112-2	Curb and Sidewalk Joints
SPPWC 113-2	Sidewalk and Driveway Replacement
SPPWC 120-2	Curb and Gutter – Barrier
SPPWC 122-2	Cross and Longitudinal Gutters
SPPWC 132-3	Concrete Pavement Replacement
SPPWC 133-3	AC Pavement Replacement
SPPWC 134-2	Concrete Pavement Joint Details
SPPWC 205-2	Sewer Manhole Adjustment
SPPWC 206-2	Manhole Raising Rings
SPPWC 313-4	Local Depression at Catch Basin

CALTRANS:

A20A, A20B, A20D, A20E, A20F, and A20G	Pavement Markers and Traffic Lines
A24A, A24B, A24C, A24D, A24E, A24F, A24G, A24H	Pavement Markings, Arrows, Words, Symbols, Numerals, Limits & Crosswalk Lines
A90B	Accessible Parking On-Street
ES-5A and ES-5B	Electrical Systems (Loop Detectors)

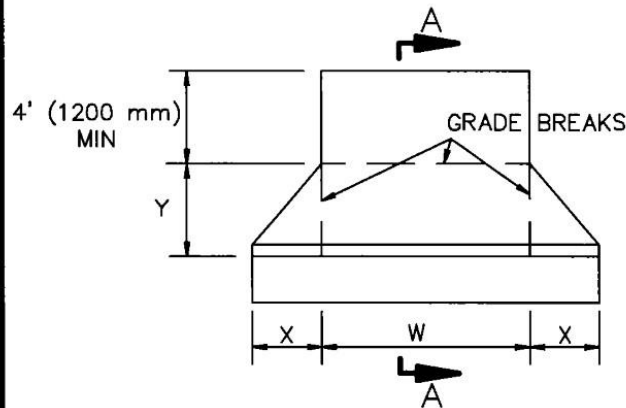


TYPE A

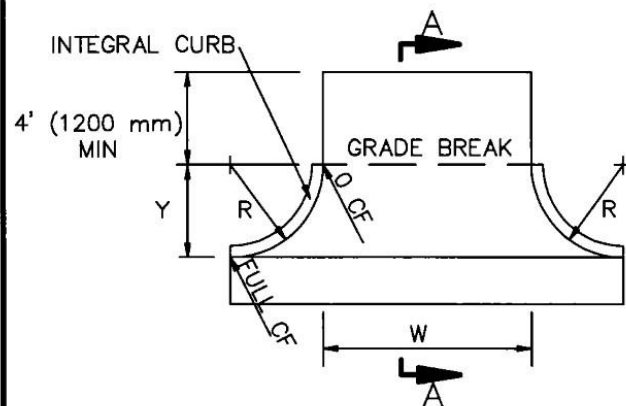


SECTION A-A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)	8'-9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

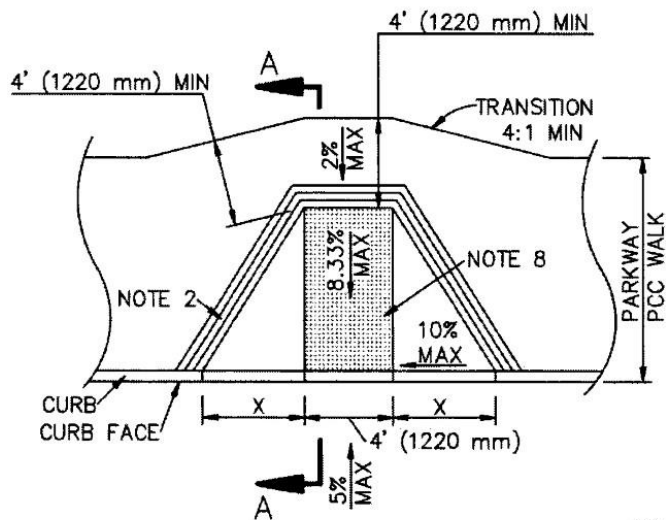
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

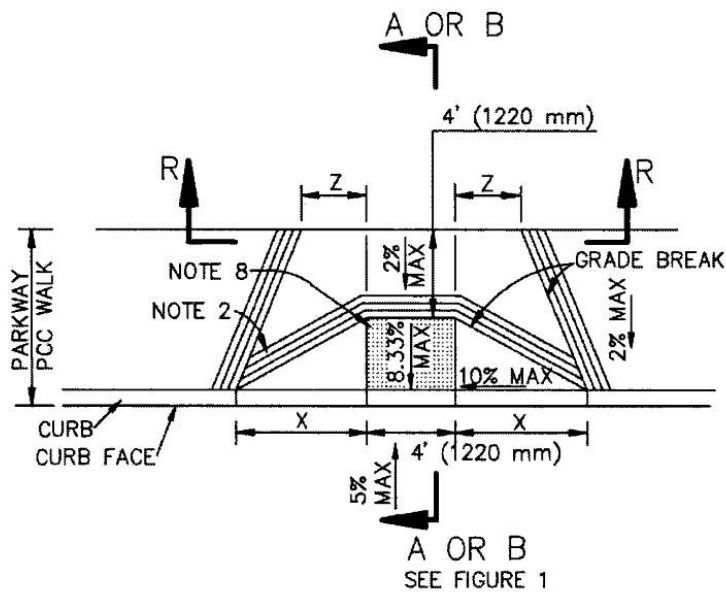
STANDARD PLAN

110-2

SHEET 1 OF 1



TYPE 1



TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1992
REV. 1996, 2000, 2005, 2009,
2013

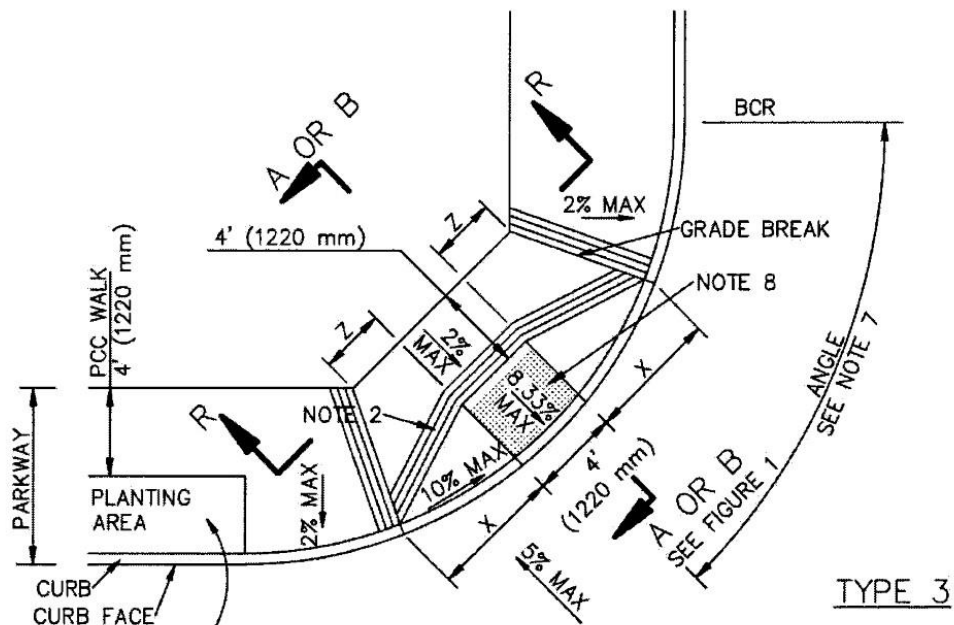
CURB RAMP

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

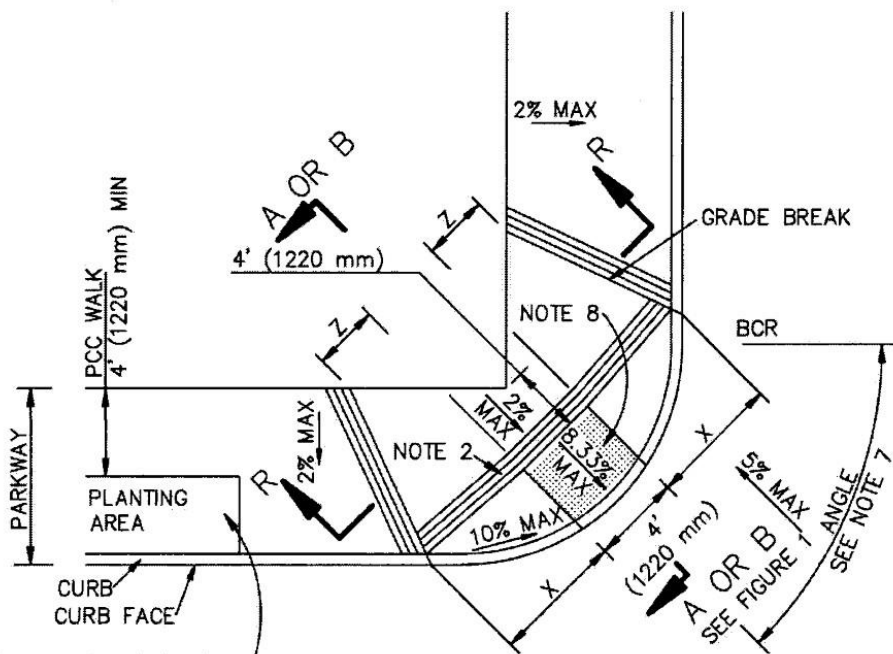
STANDARD PLAN

111-5

SHEET 1 OF 10



WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6



WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6

TYPE 4

CASE A

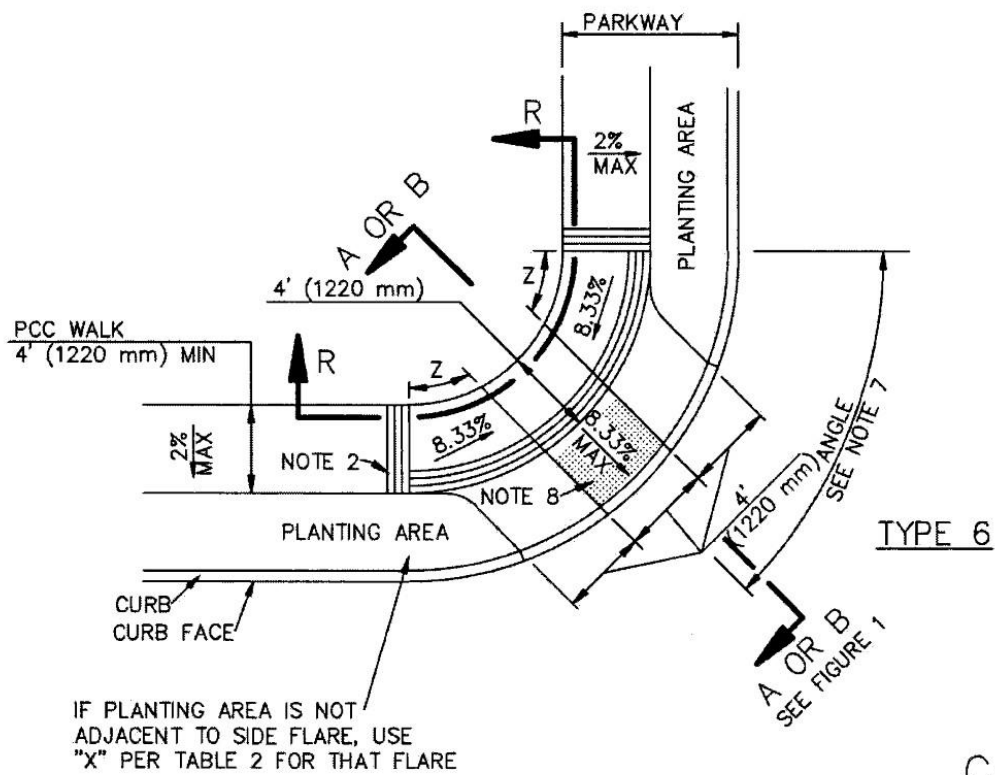
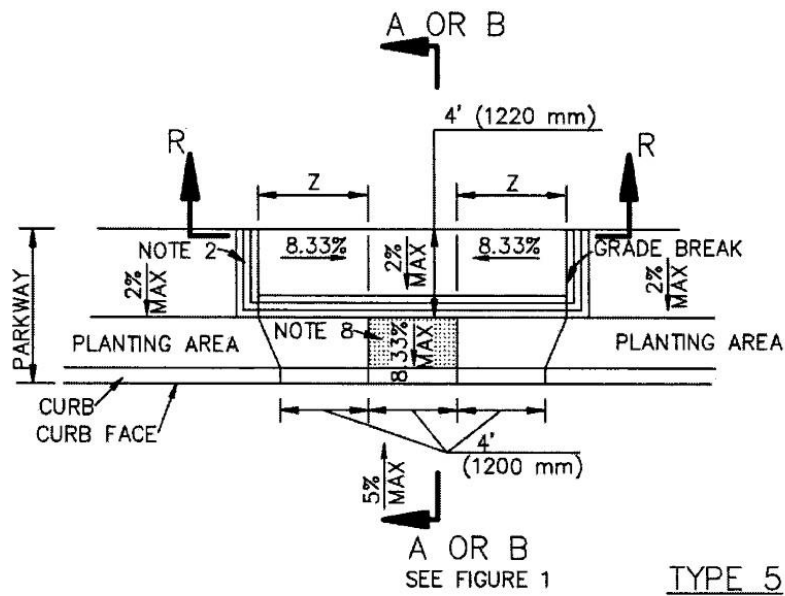
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

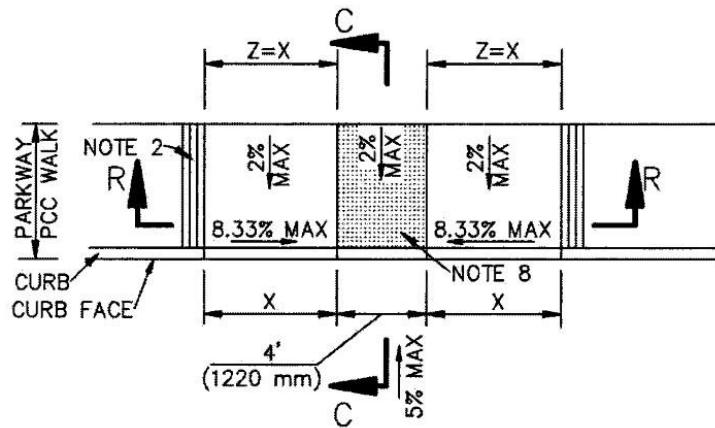
STANDARD PLAN

111-5

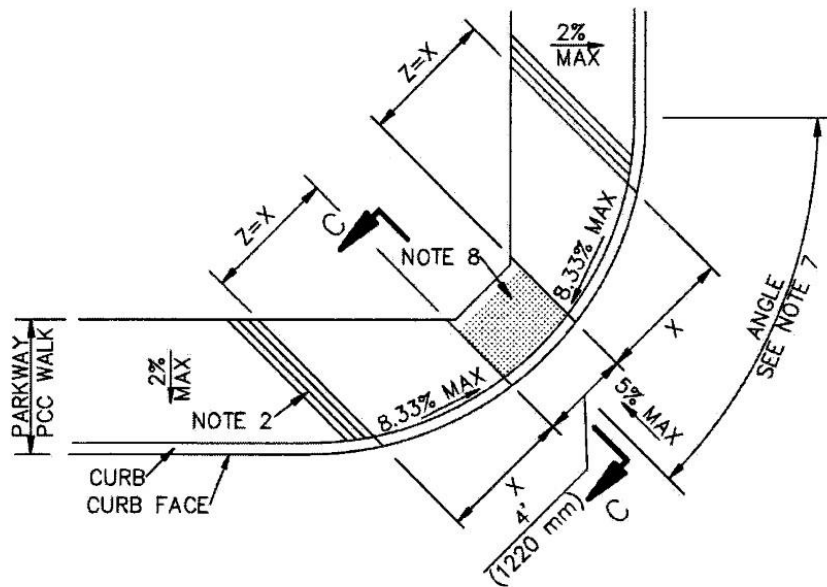
SHEET 2 OF 10



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111-5
	SHEET 3 OF 10



TYPE 1



TYPE 2

CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

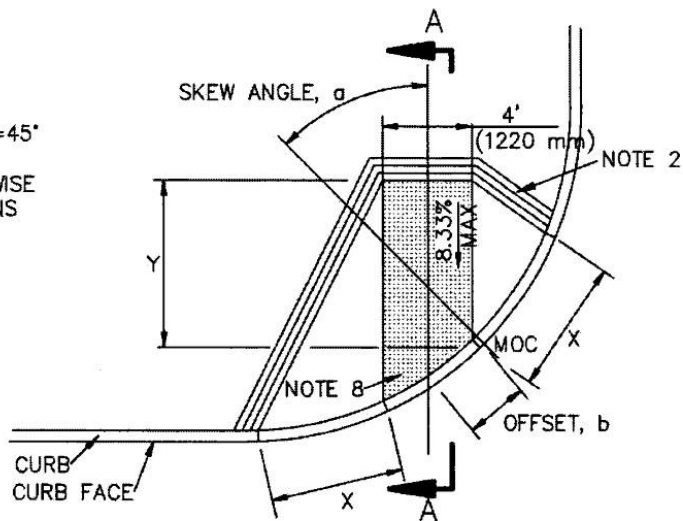
CURB RAMP

STANDARD PLAN

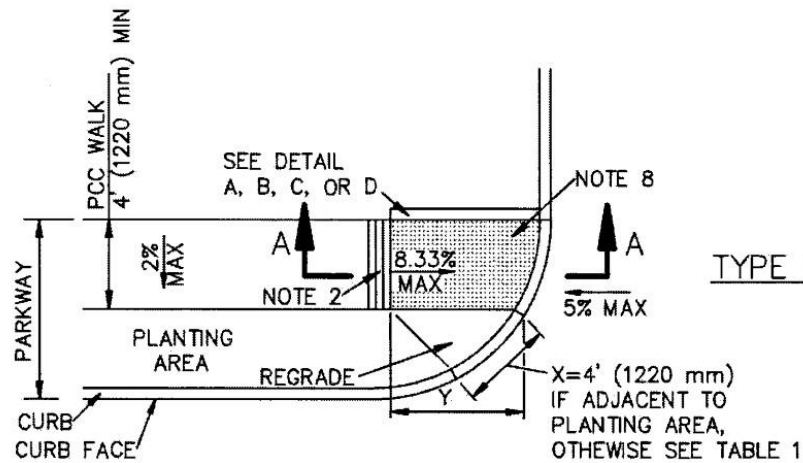
111-5

SHEET 4 OF 10

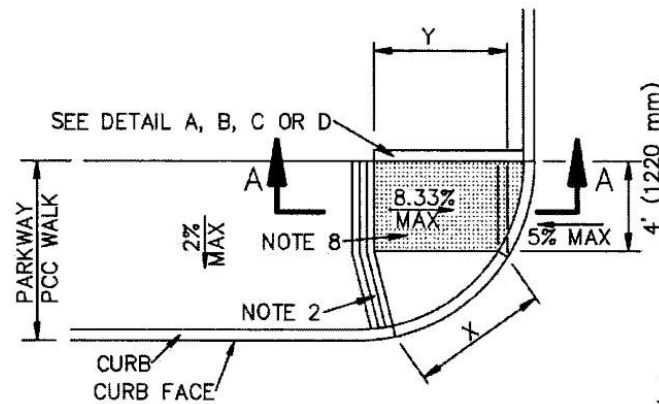
SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



TYPE 1



TYPE 2

CASE D

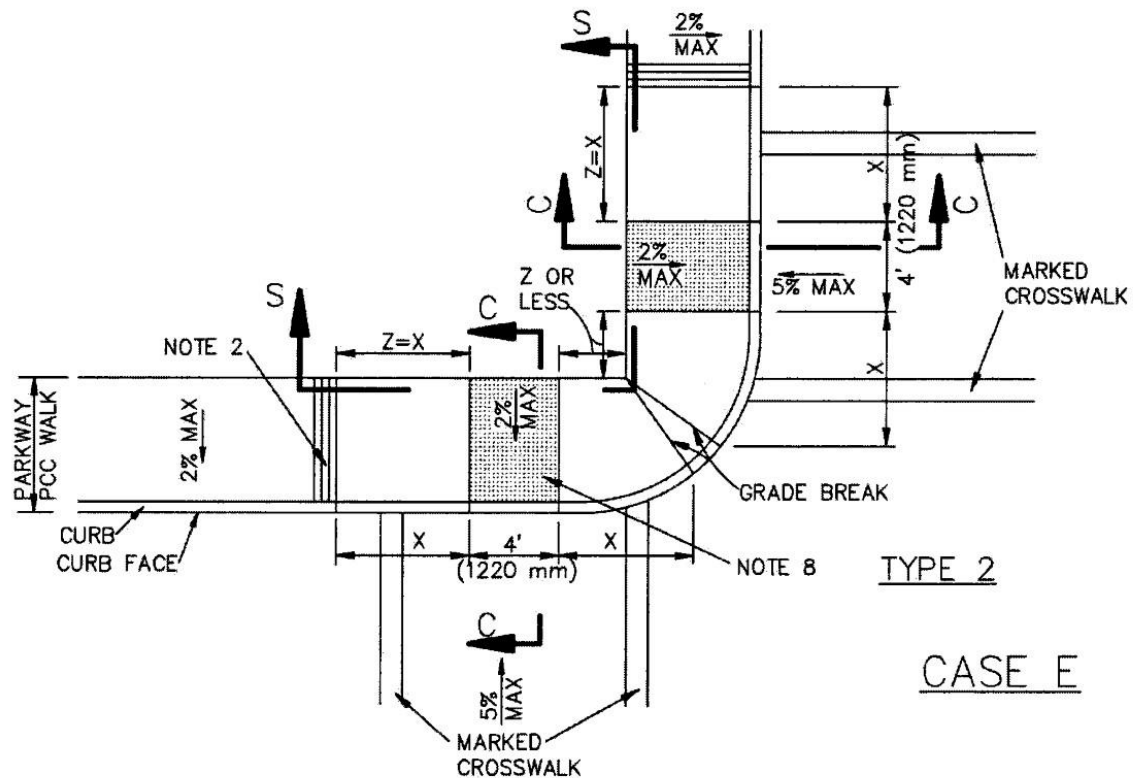
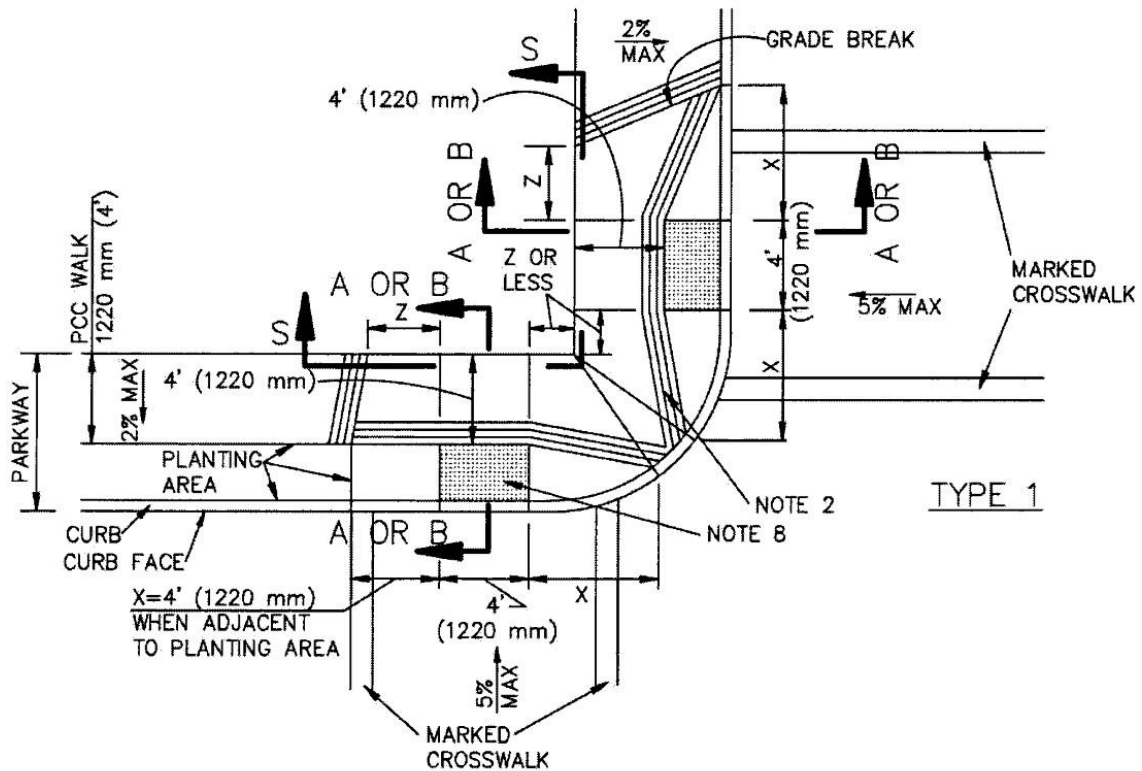
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 5 OF 10



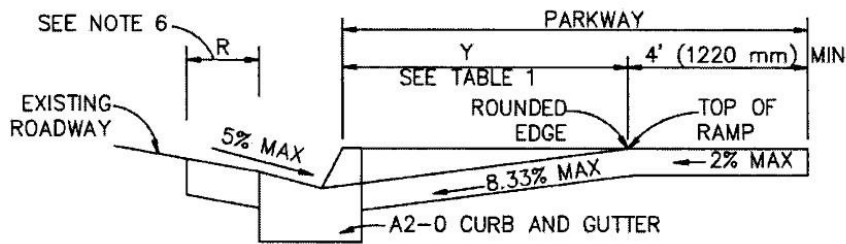
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

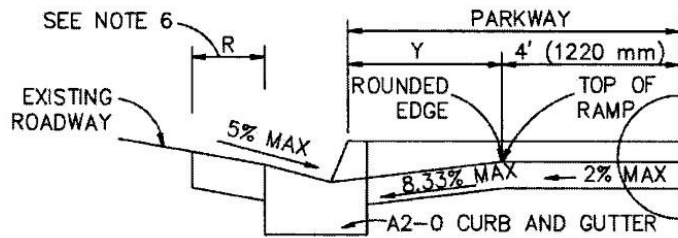
111-5

SHEET 6 OF 10



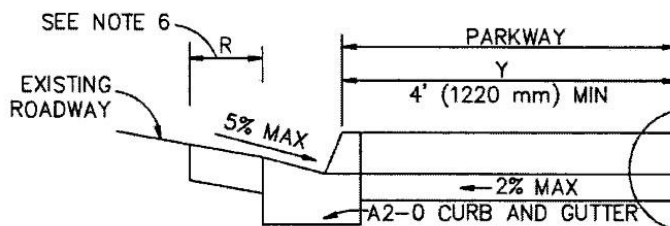
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



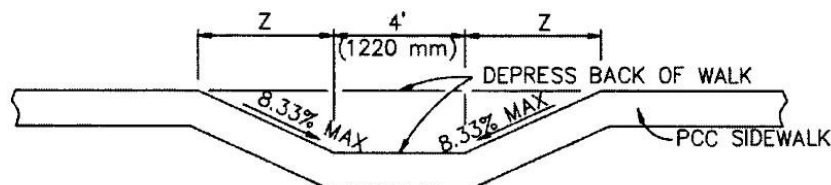
SECTION B-B

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.

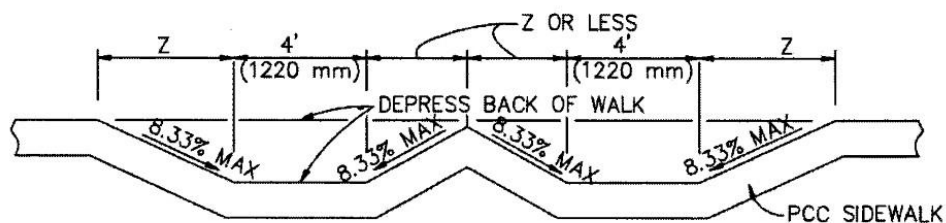


SECTION C-C

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.



SECTION R-R



SECTION S-S

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

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SHEET 7 OF 10

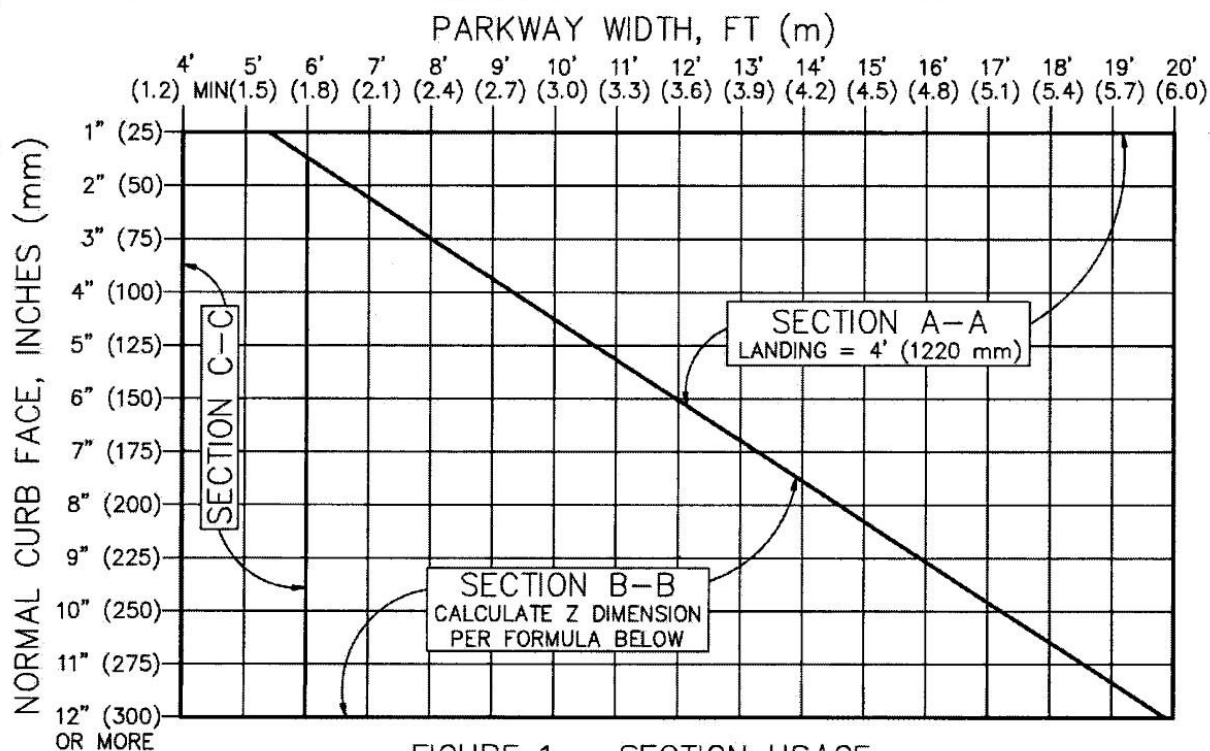


FIGURE 1 - SECTION USAGE

NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
 $Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

SEE SHEET 9 FOR STREET SLOPE
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 - X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$X = CF / 8.333\%$

$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$

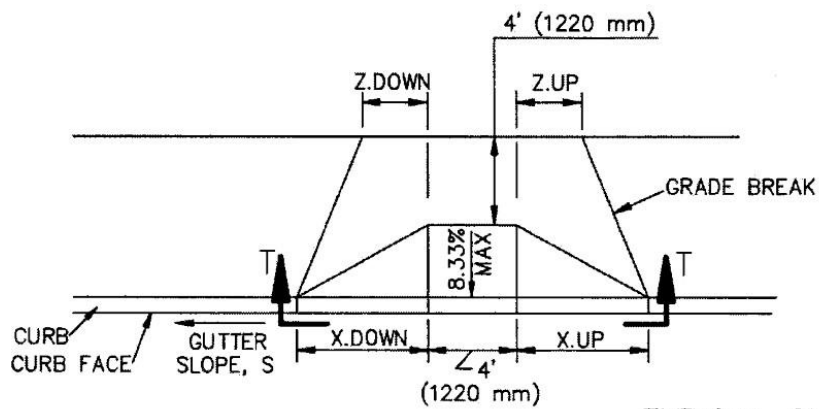
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

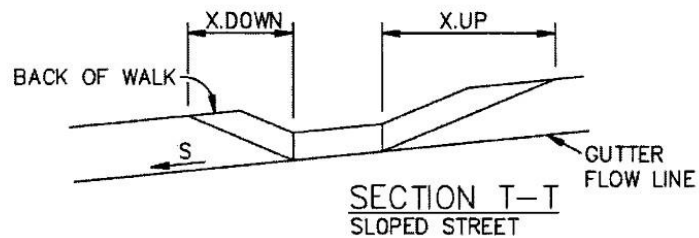
STANDARD PLAN

111-5

SHEET 8 OF 10



TYPICAL CURB RAMP



SECTION T-T
SLOPED STREET

FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:

$$K.DOWN = 8.333\% / (8.333\% + S)$$

$$K.UP = 8.333\% / (8.333\% - S)$$

STREET SLOPE ADJUSTMENTS

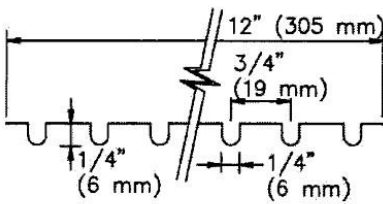
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

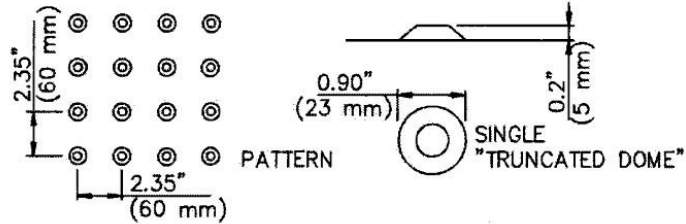
STANDARD PLAN

111-5

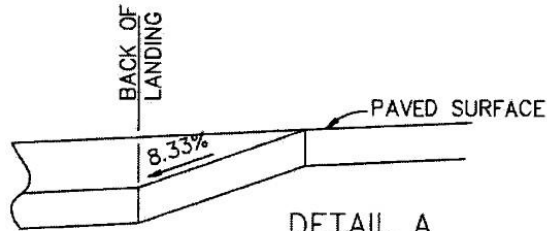
SHEET 9 OF 10



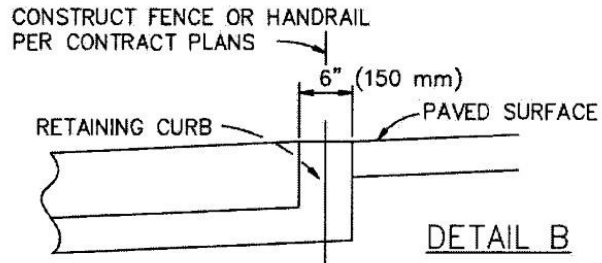
GROOVING DETAIL



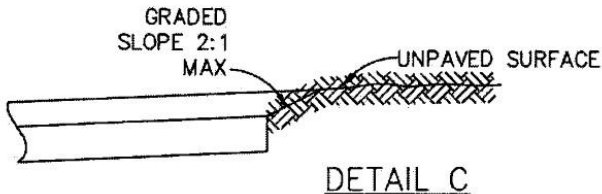
DETECTABLE WARNING DETAIL



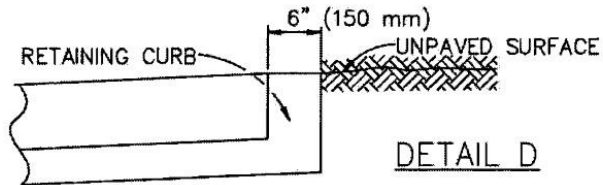
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. $R = 3'$ (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. $ANGLE = \Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

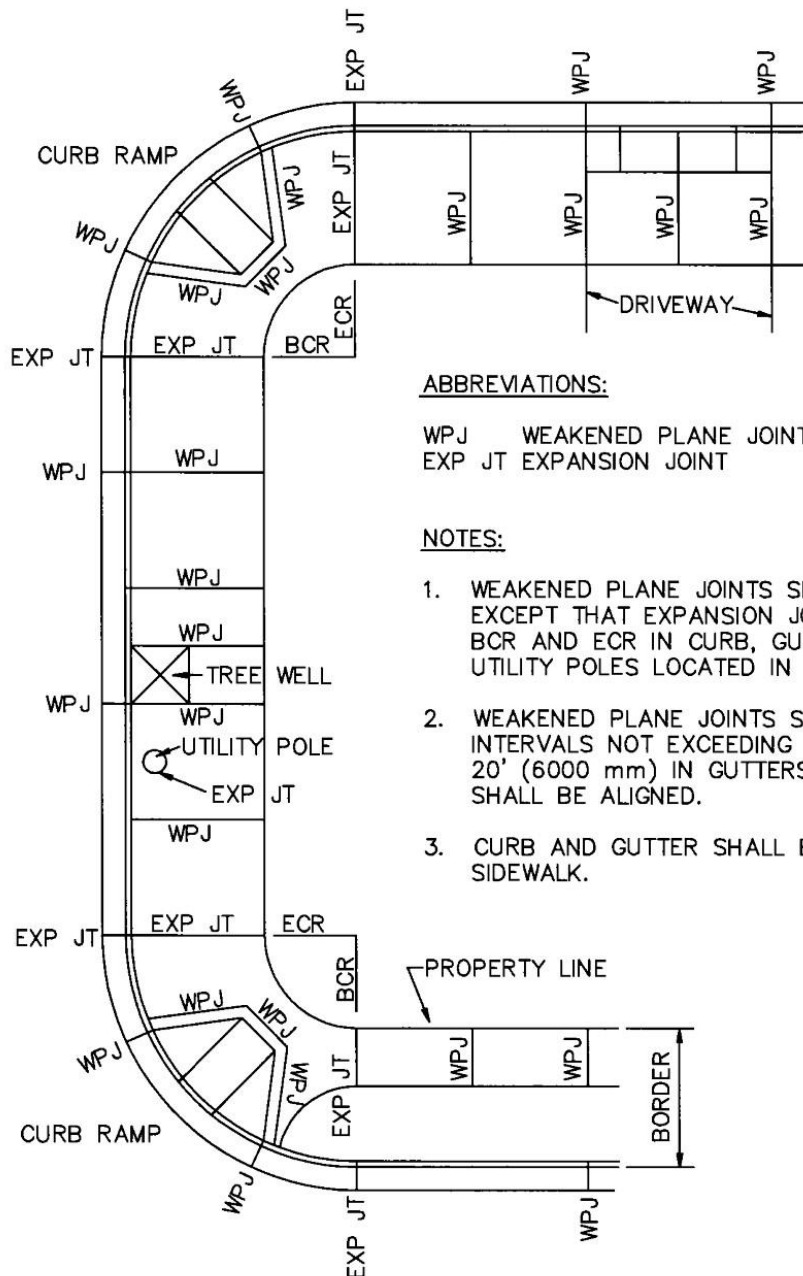
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 10 OF 10



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

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CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

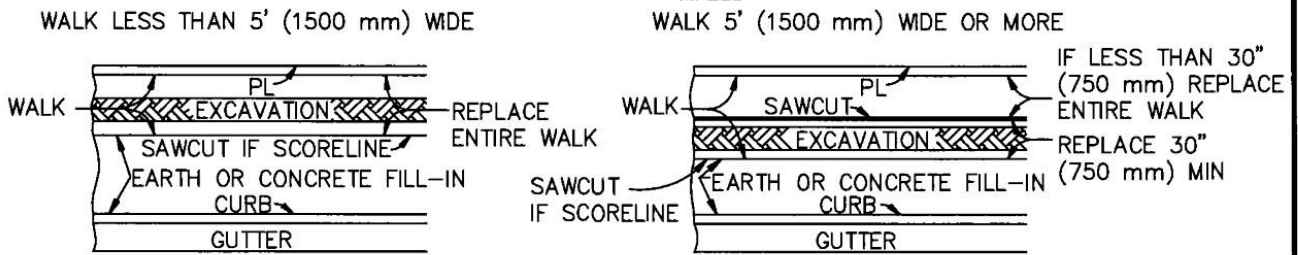
STANDARD PLAN

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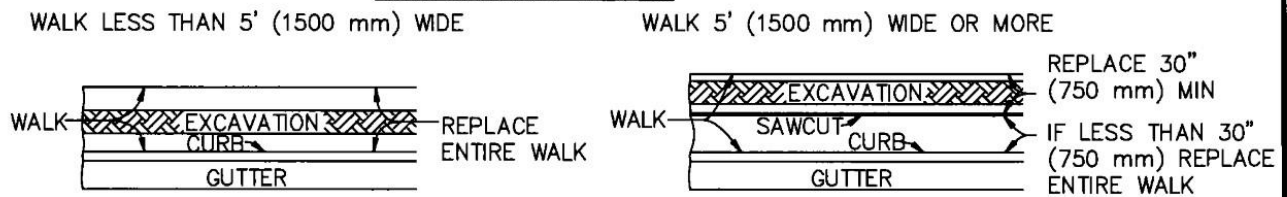
SHEET 1 OF 1

WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

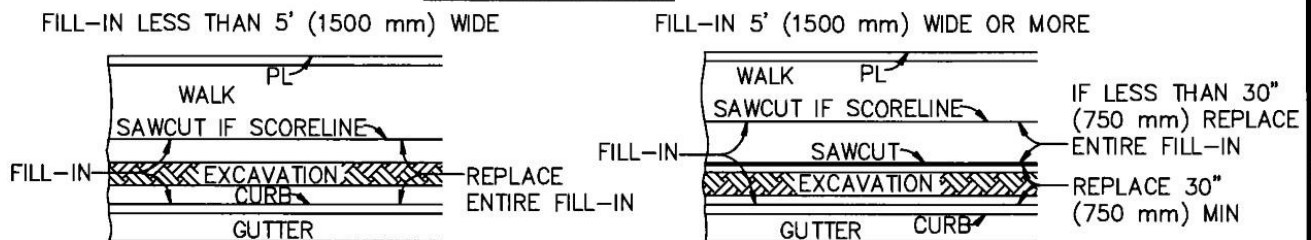
WALK ADJACENT TO PROPERTY LINE



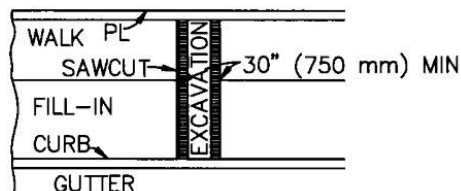
WALK ADJACENT TO CURB



FILL-IN REPLACEMENT



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

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SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

113-2

SHEET 1 OF 2

NOTES

1. CONCRETE WALK, FILL-IN AND DRIVEWAYS REMOVED IN CONNECTION WITH CONSTRUCTION SHALL BE REPLACED TO NEATLY SAWED EDGES. ALL CUTS SHALL BE PARALLEL TO OR PERPENDICULAR TO THE CURB; ON CURVES, THE CUT SHALL BE RADIAL TO THE CURB.
2. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS LESS THAN 11' (3300 mm) SHALL BE REPLACED IN THEIR ENTIRETY IF CUT IN ANY AREA.
3. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT WITHIN THE "W" SECTION. THE MINIMUM REPLACEMENT SHALL BE 30" (750 mm) IN LENGTH. THE MINIMUM DISTANCE ALLOWED BETWEEN SUCH CUTS SHALL BE 14' (4200 mm).
4. DRIVEWAY APRONS IN WHICH THE "W" DISTANCE IS 11' (3300 mm) OR MORE MAY BE CUT IN THE "X" OR "R" SECTION. REPLACEMENT SHALL BE THE ENTIRE "X" OR "R" SECTION.
5. DRIVEWAY APRONS SHALL BE REPLACED FROM THE BACK OF THE CURB TO THE FRONT EDGE OF THE WALK, EXCEPT, WHERE WALK IS ADJACENT TO CURB, REPLACEMENT SHALL BE FROM BACK OF CURB TO BACK OF WALK.
6. WALK PORTIONS OF DRIVEWAYS SHALL BE REPLACED AS SHOWN ABOVE FOR EXCAVATIONS MADE PARALLEL OR NORMAL TO CURB.
7. REPLACEMENT OF THE "X" OR "R" SECTION SHALL MATCH EXISTING CONSTRUCTION.

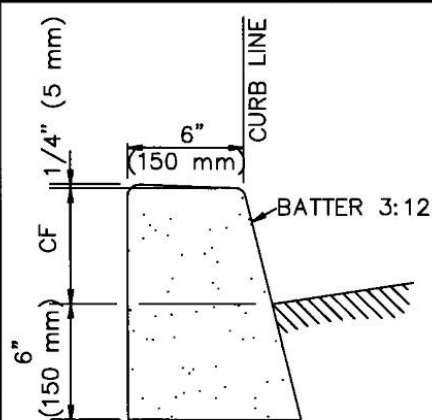
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SIDEWALK & DRIVEWAY REPLACEMENT

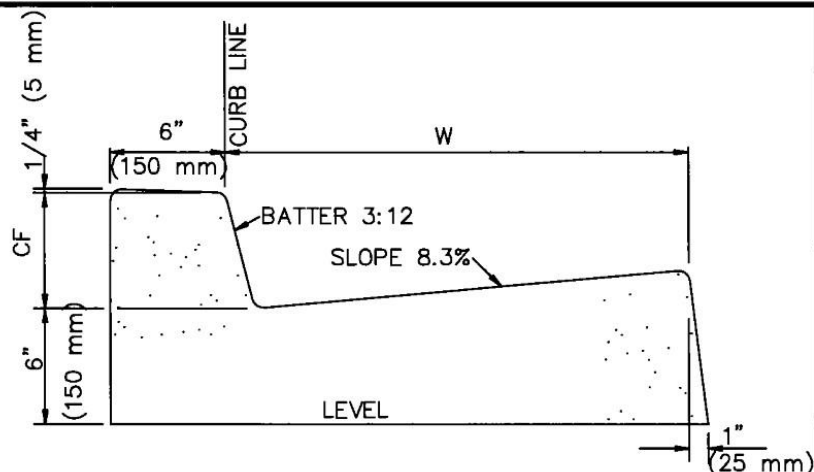
STANDARD PLAN

113-2

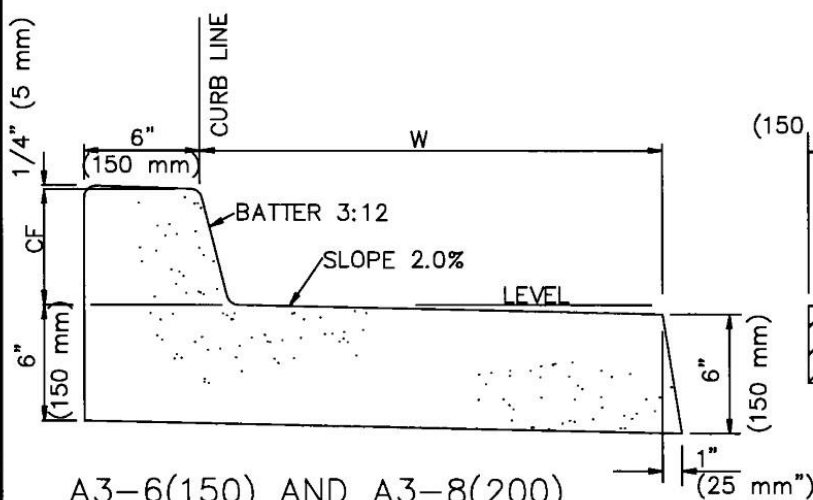
SHEET 2 OF 2



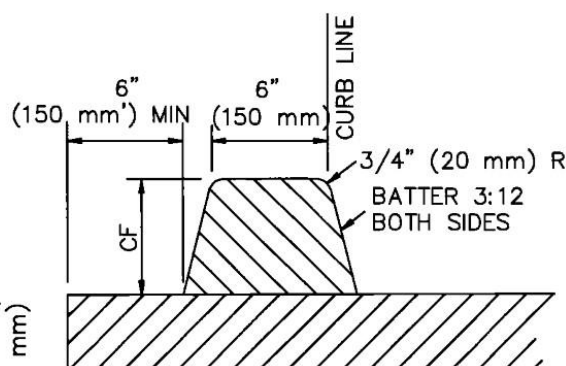
A1-6(150) AND
A1-8(200)



A2-6(150) AND A2-8(200)



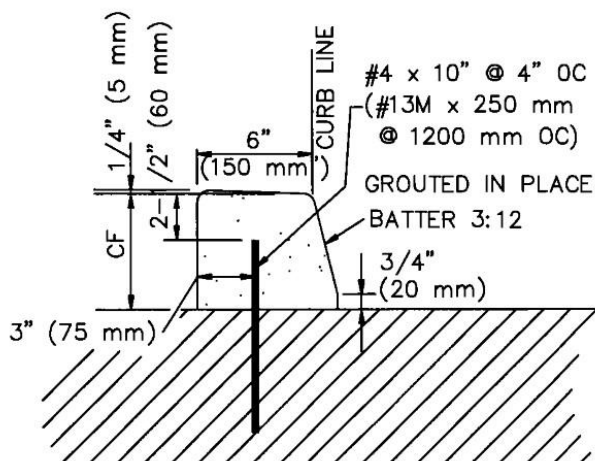
A3-6(150) AND A3-8(200)



D1-6(150) AND
D1-8(200)

NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm).
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED FROM PCC.
4. TYPE D1 CURB SHALL BE CONSTRUCTED FROM ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



C1-6(150) AND C1-8(200)

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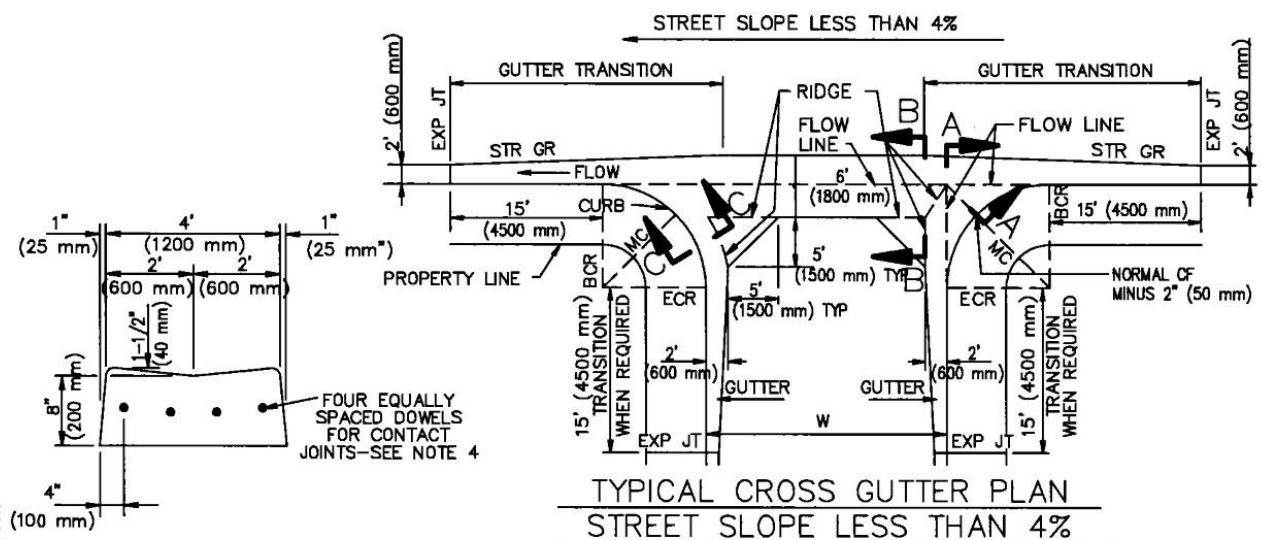
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

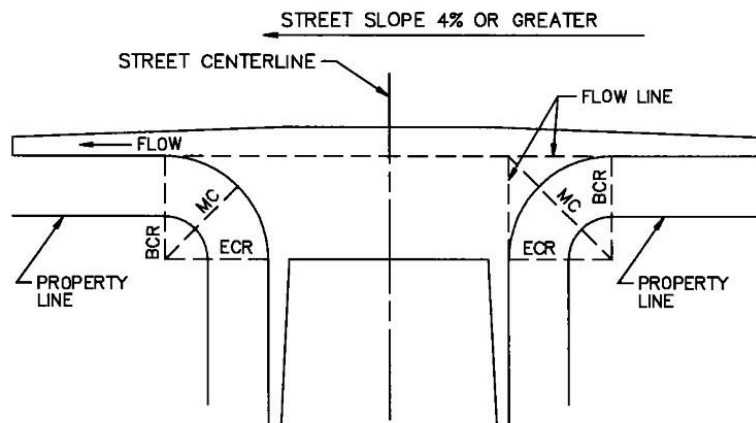
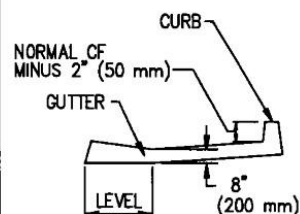
STANDARD PLAN

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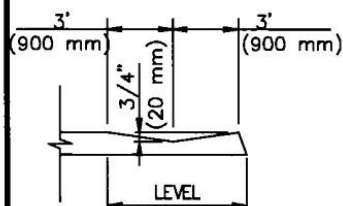
SHEET 1 OF 1



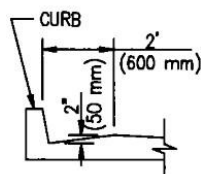
LONGITUDINAL
GUTTER



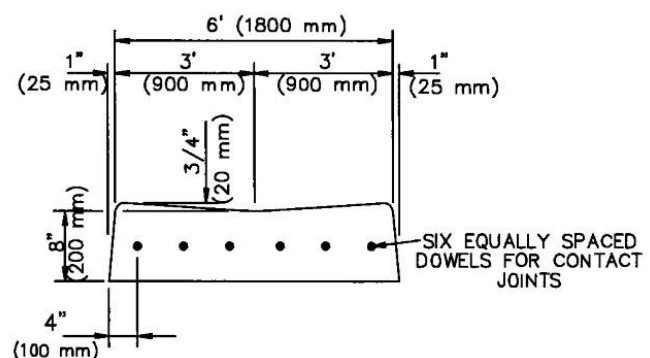
SECTION A-A



SECTION C-C



SECTION D-D



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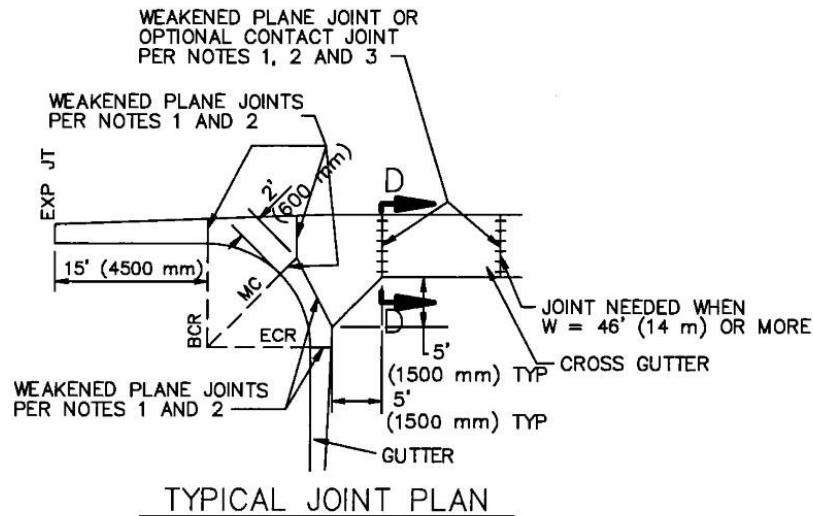
CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

122-2

SHEET 1 OF 2



NOTES:

1. WEAKENED PLANE AND/OR CONTACT JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONTACT JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED PLANE OR CONTACT JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.

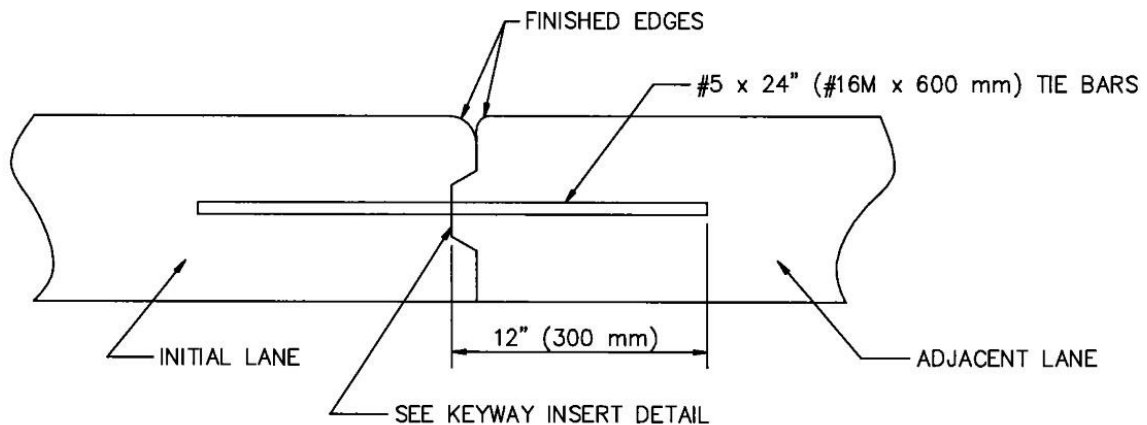
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

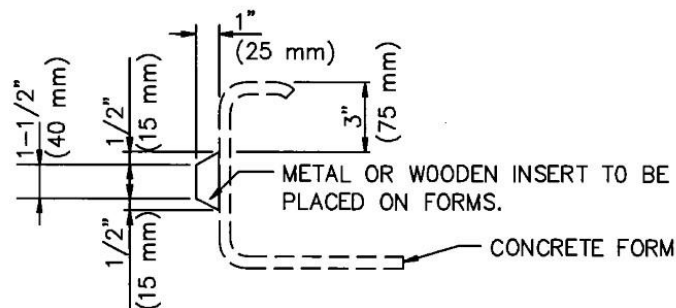
STANDARD PLAN

122-2

SHEET 2 OF 2



CONTACT JOINT WITH KEYWAY AND TIE BAR



KEYWAY INSERT DETAIL

NOTES:

1. LONGITUDINAL JOINTS SHALL BE LOCATED AS SHOWN ON PLAN. CONTACT OR WEAKENED PLANE JOINTS MAY BE USED AT THE CONTRACTOR'S OPTION.
2. TRANSVERSE WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF 15' (4500 mm) AND SHALL BE AT LEAST 5' (1500 mm) FROM ANY TRANSVERSE CONTACT JOINT. (SEE NOTE 5.)
3. TRANSVERSE CONTACT JOINTS SHALL BE CONSTRUCTED AS SHOWN HEREON AT ALL CONSTRUCTION JOINTS AND AS DIRECTED BY THE ENGINEER.
4. SPACE TIE BARS AT 36" (900 mm) ON-CENTER FOR TRANSVERSE JOINTS AND 45" (1200 mm) FOR LONGITUDINAL JOINTS. PLACE IN MIDDLE THIRD OF SLAB.
5. SEE SSPWC 302-6.5 FOR DETAILS ON CONCRETE PAVEMENT JOINTS.
6. CONSTRUCT CONTACT JOINTS IN THE APPROACH SLABS AT THE FIRST THREE TRANSVERSE JOINTS OF CONCRETE INTERSECTIONS.

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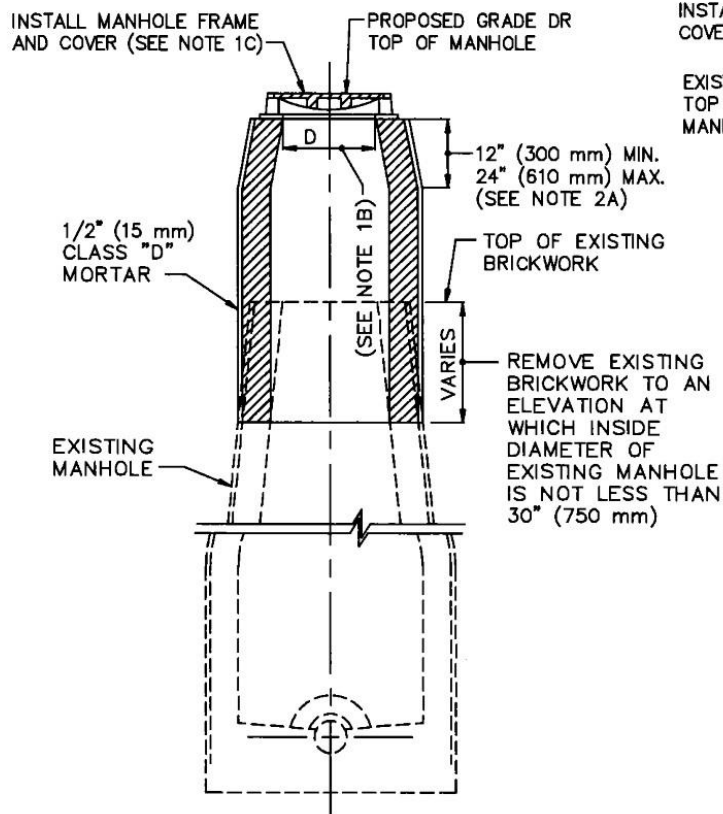
CONCRETE PAVEMENT JOINT DETAILS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

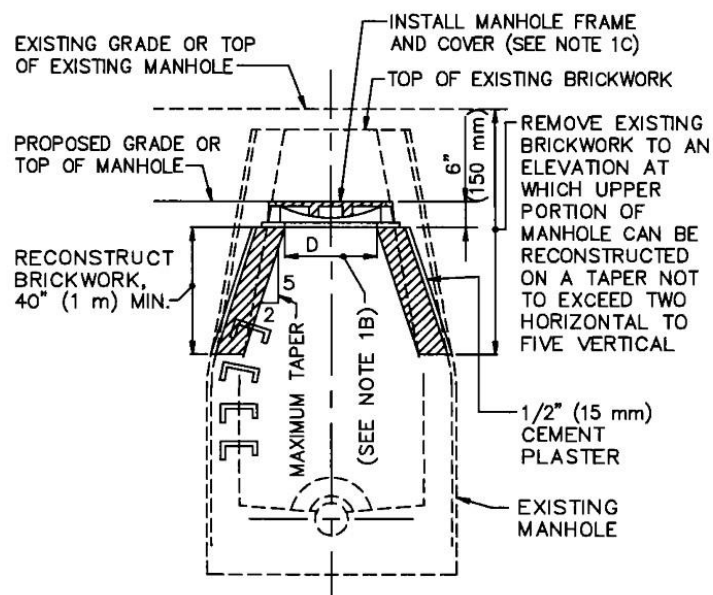
STANDARD PLAN

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SHEET 1 OF 1

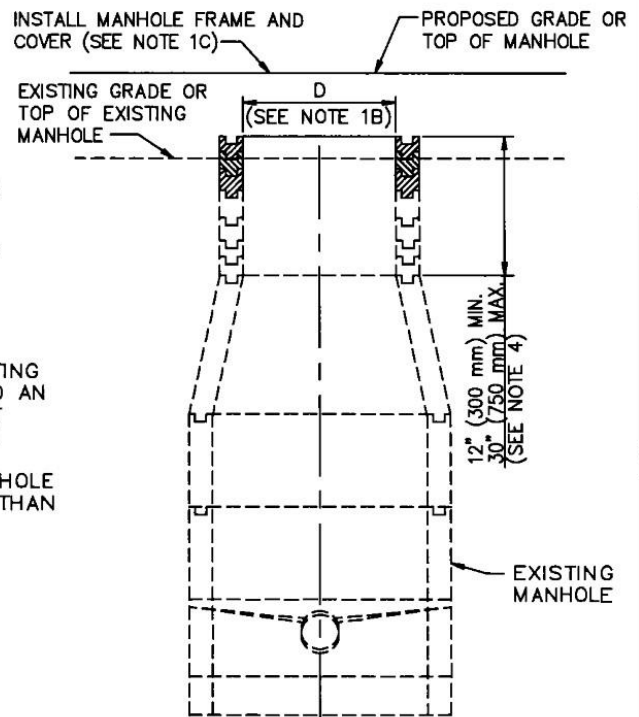


RAISING EXISTING BRICK MANHOLES

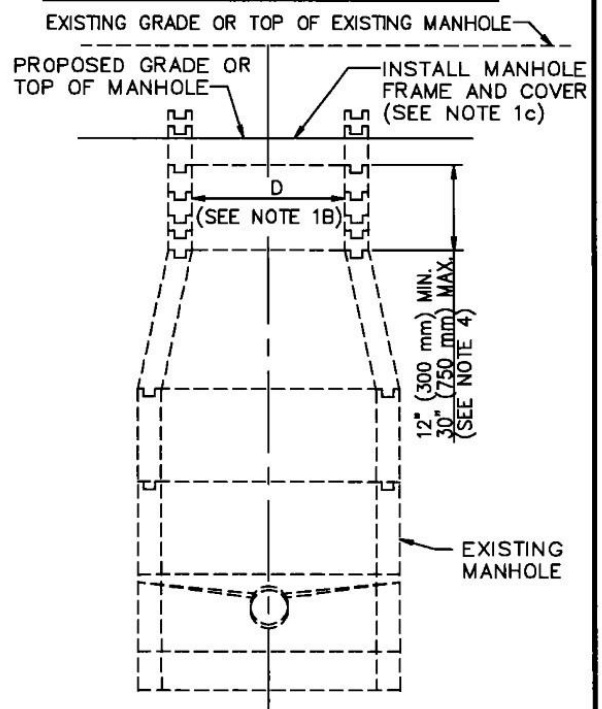


LOWERING EXISTING BRICK MANHOLES

BRICK MANHOLES



RAISING EXISTING PRECAST
CONCRETE SEWER MANHOLES



LOWERING EXISTING PRECAST
CONCRETE SEWER MANHOLES

PRECAST CONCRETE SEWER MANHOLES

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SEWER MANHOLE ADJUSTMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

205-2

SHEET 1 OF 3

NOTES:

1. GENERAL

- A. EXCEPT AS INDICATED HEREON OR ON THE PLANS, MANHOLES SHALL CONFORM TO: SPPWC 200, PRECAST CONCRETE SEWER MANHOLE AND SPPWC 203, BRICK SEWER MANHOLE.
- B. DIMENSION "D" SHALL BE THE SAME AS THE SIZE OF MANHOLE FRAME AND COVER TO BE USED.
- C. THE CONTRACTOR MAY REUSE THE EXISTING MANHOLE FRAME AND COVER, UNLESS DAMAGED DURING THE WORK OR WHEN OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE AGENCY.
- D. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MANHOLE REMOVAL LIMITS IS SHOWN ON THE PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 2" (50 mm) BEYOND THE INSIDE FACE OF THE BRICK MANHOLE AND THE HOLES SHALL BE FILLED WITH CLASS "D" MORTAR.

2. RAISING EXISTING BRICK MANHOLES

- A. BRICK MANHOLES TO BE RAISED LESS THAN 1' (300 mm) MAY BE EXTEND VERTICALLY, PROVIDED THAT AT A DEPTH OF 2 1/2' (750 mm) BELOW THE TOP OF THE MANHOLE AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MANHOLE IS 30" (750 mm) OR GREATER.
- B. BRICK MANHOLES TO BE RAISED LESS THAN 3 1/2" (90 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MANHOLE IS TO BE RAISED 3 1/2" (90 mm) OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICKWORK.

3. LOWERING EXISTING BRICK MANHOLES

- A. WHERE A BRICK MANHOLE IS TO BE LOWERED LESS THAN 1' (300 mm), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 40" (1 m) MINIMUM BRICKWORK RECONSTRUCTION OMITTED, PROVIDED THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MANHOLE MORE THAN AN AVERAGE OF 1 1/2" (35 mm) IN ANY QUADRANT NOR MORE THAN 2" (50 mm) AT ANY POINT.

4. RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES

- A. PRECAST CONCRETE MANHOLES TO BE RAISED LESS THAN 3" (75 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING MANHOLE, PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 3" (75 mm).
- B. WHERE THE PRECAST CONCRETE MANHOLE IS TO BE RAISED 3" (75 mm) OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, WOULD EXCEED 3" (75 mm), GRADE RINGS SHALL BE UTILIZED. CLASS "D" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 3" (75 mm) IN HEIGHT. WHERE RAISING THE MANHOLE WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 30" (750 mm) IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SEWER MANHOLE ADJUSTMENT

STANDARD PLAN

205-2

SHEET 2 OF 3

5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

- A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.
- B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.
- C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTING MORTAR IS REMOVED, AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.

6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT
UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:

- A. THE MAXIMUM ID OF SEWER PIPE CONNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).
- B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.
- C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.

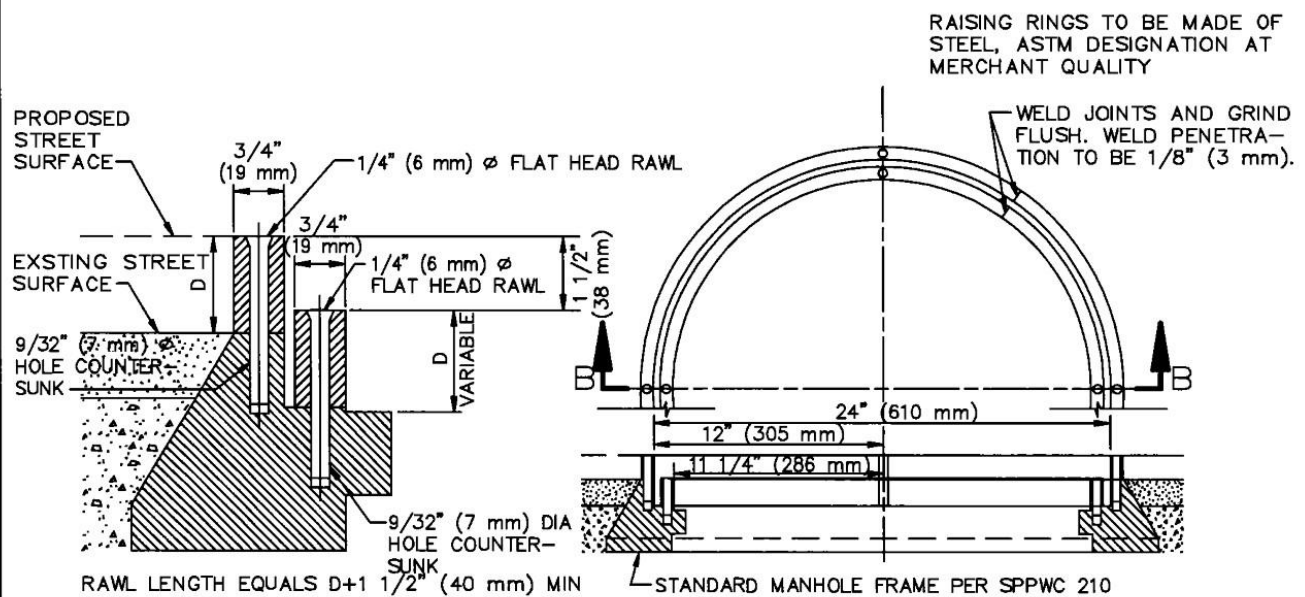
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SEWER MANHOLE ADJUSTMENT

STANDARD PLAN

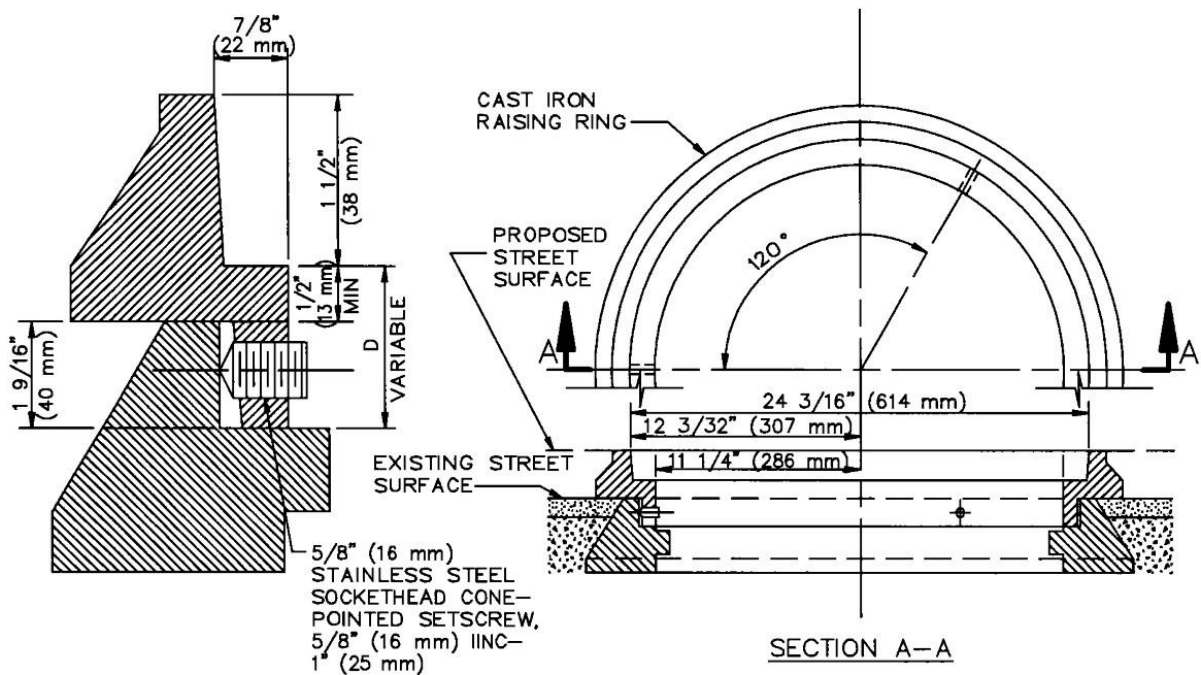
205-2

SHEET 3 OF 3



SECTION B-B

STEEL RAISING RINGS



CAST IRON RAISING RINGS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

MANHOLE RAISING RINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

206-2

SHEET 1 OF 2

NOTES:

1. MACHINE SEATS FROM CAST IRON RINGS.
2. THE CAST IRON USED SHALL CONFORM TO SSPWC 206-3.
3. THE METAL RAISING RINGS MAY BE USED IN LIEU OF THE REGULAR METHOD OF ADJUSTMENT UTILIZING MORTAR OR BRICK AND MORTAR UNDER THE FOLLOWING CONDITIONS.
 - A. ONLY ONE ADJUSTMENT WITH RAISING RINGS WILL BE ALLOWED ON ANY MANHOLE.
 - B. MAXIMUM "D" SHALL BE 3" (75 mm).

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

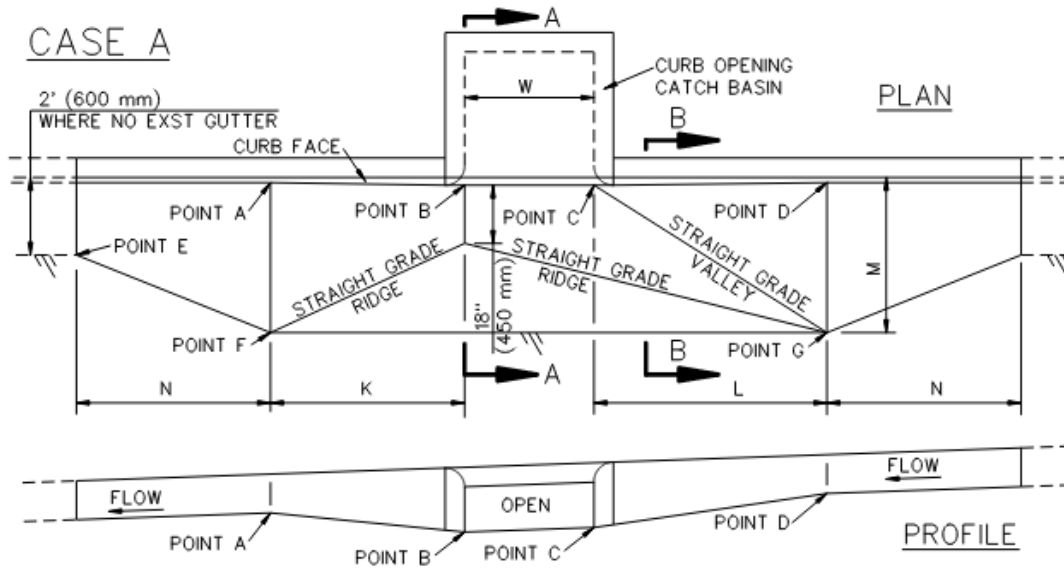
MANHOLE RAISING RINGS

STANDARD PLAN

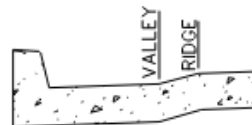
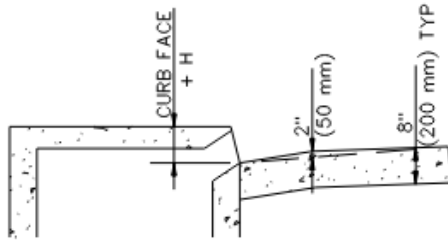
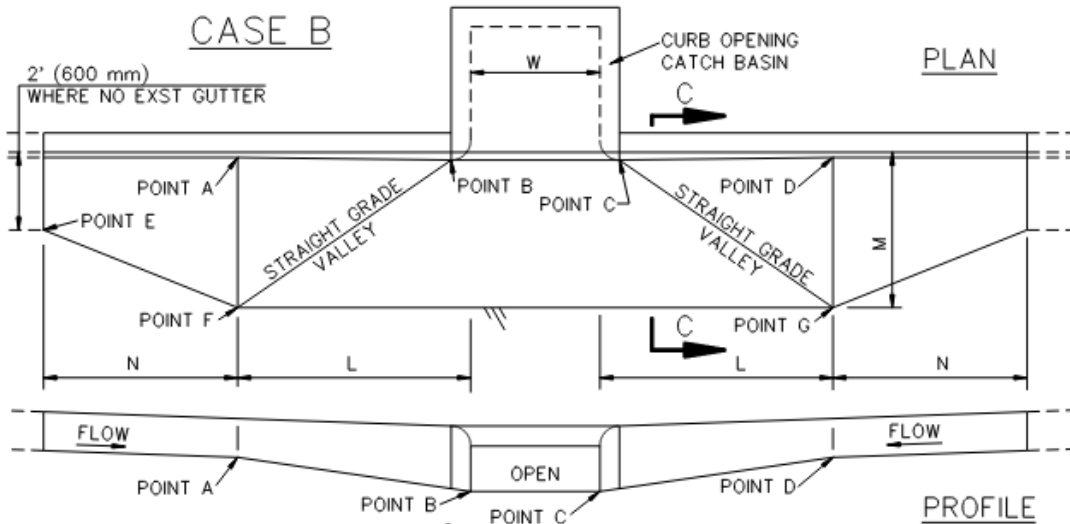
206-2

SHEET 2 OF 2

CASE A



CASE B



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2005, 2009, 2021

LOCAL DEPRESSIONS AT CATCH BASINS

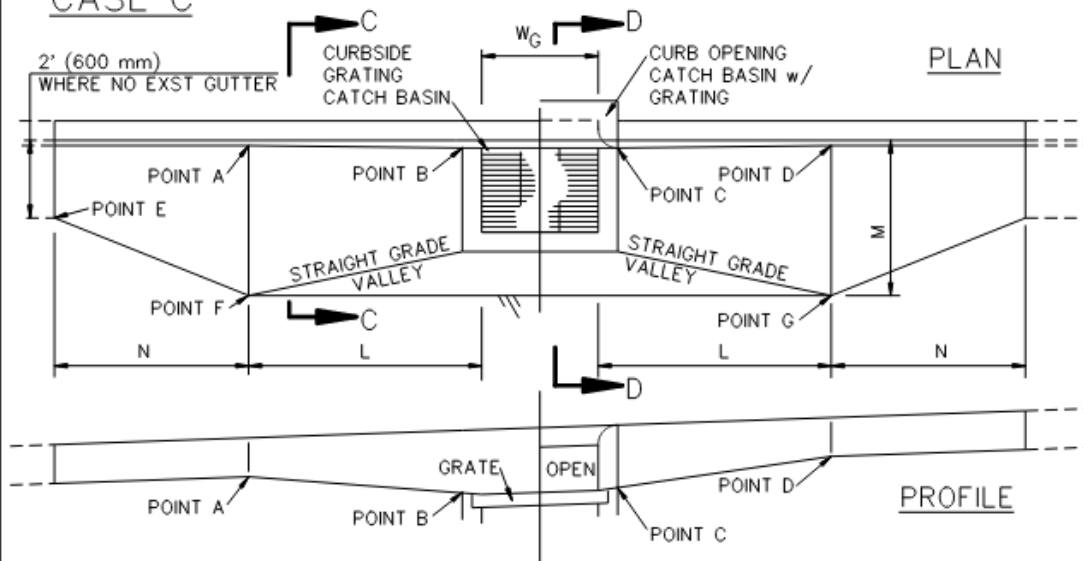
USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

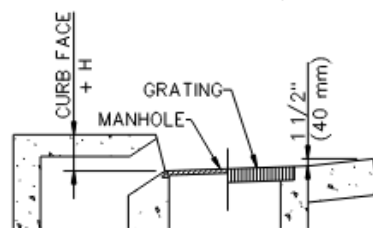
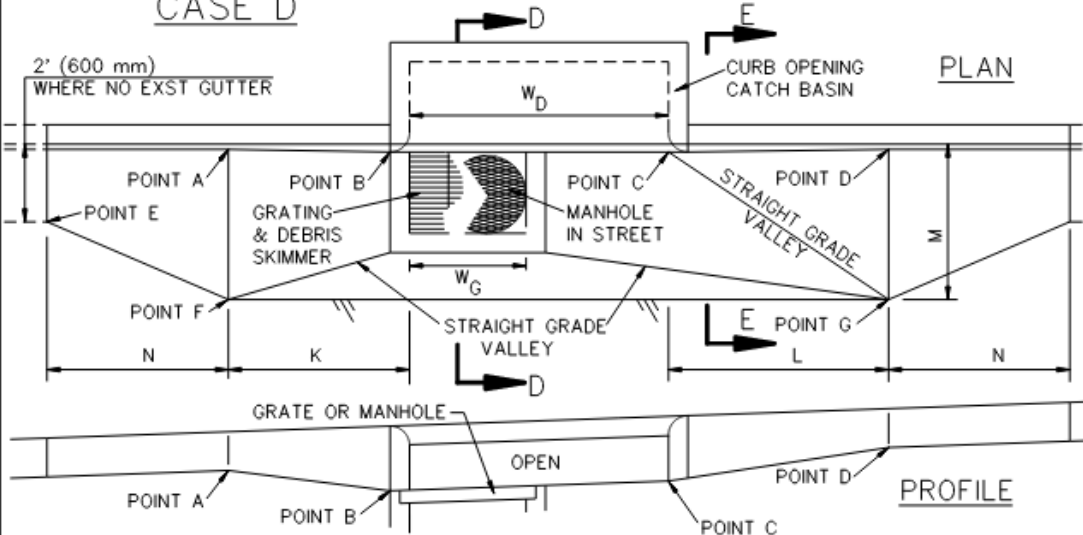
313-4

SHEET 1 OF 4

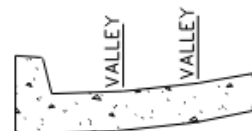
CASE C



CASE D



SECTION D-D



SECTION E-E

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

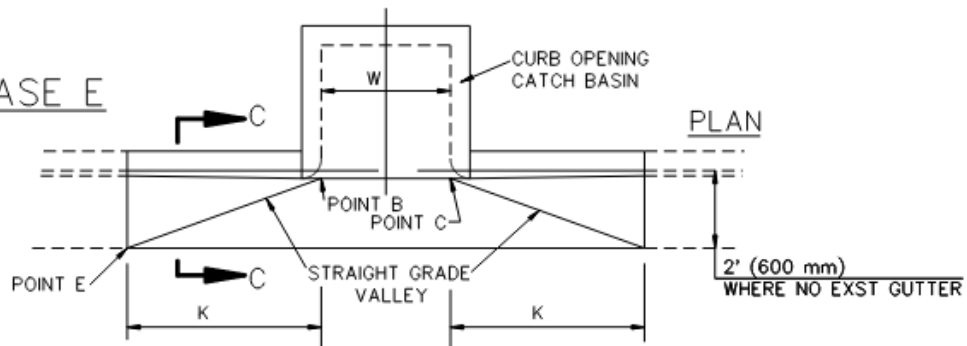
LOCAL DEPRESSIONS AT CATCH BASINS

STANDARD PLAN

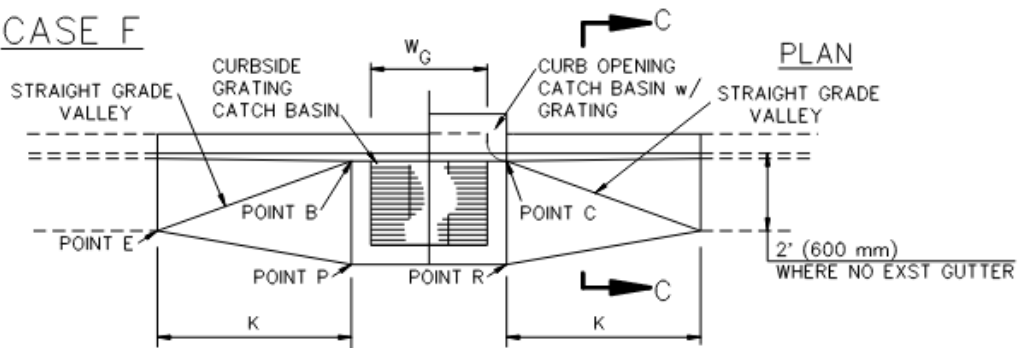
313-4

SHEET 2 OF 4

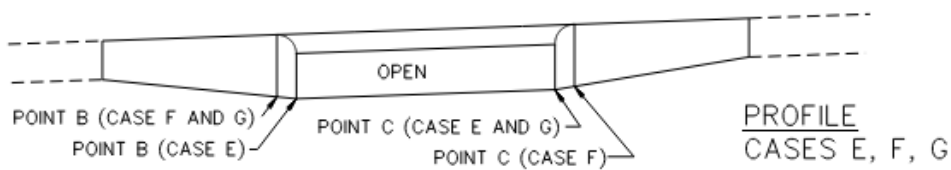
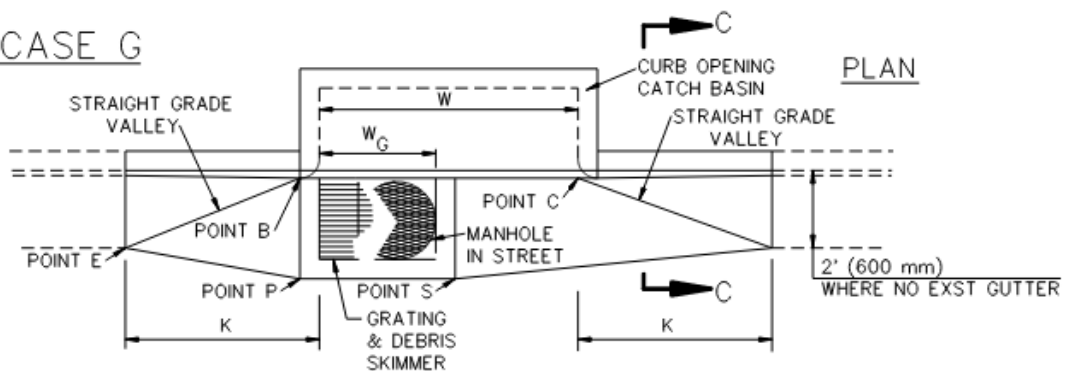
CASE E



CASE F



CASE G



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

LOCAL DEPRESSIONS AT CATCH BASINS

STANDARD PLAN

313-4

SHEET 3 OF 4

NOTES:

1. ALL EXPOSED EDGES SHALL BE ROUNDED TO A 1/2" (15 mm) RADIUS.
2. THE CURB FACE AT POINTS A AND D SHALL BE THE NORMAL CURB FACE OF THE ADJACENT CURB AT THE ENDS OF THE LOCAL DEPRESSION. THE CURB FACE AT POINTS B AND C SHALL BE THE NORMAL CURB FACE OF THE ADJACENT CURB AT THE ENDS OF THE LOCAL DEPRESSION PLUS H (SEE APPLICABLE CATCH BASIN STANDARD PLAN.)
3. IN EXISTING STREETS WHERE NO PAVEMENT RECONSTRUCTION IS SPECIFIED ON THE PLANS, THE ELEVATION OF THE OUTER EDGE OF THE LOCAL DEPRESSION SHALL MEET THE FINISHED STREET SURFACE.
4. IN NEW STREETS OR IN EXISTING STREETS WHERE PAVEMENT RECONSTRUCTION IS SPECIFIED ON THE PLANS:

THE ELEVATIONS OF POINTS F AND G SHALL BE SET H1 HIGHER THAN THE GUTTER FLOW LINE ELEVATIONS AT POINTS A AND D, RESPECTIVELY.

THE ELEVATIONS OF POINTS P AND R SHALL BE SET H2 HIGHER THAN THE GUTTER FLOW LINE ELEVATIONS AT POINTS B AND C, RESPECTIVELY.

THE ELEVATION OF POINT S SHALL BE SET H2 HIGHER THAN THE ELEVATION AT THE NEAREST GUTTER FLOW LINE.

WHERE THERE IS NO GUTTER ADJACENT TO THE LOCAL DEPRESSION, THE ELEVATION OF POINT E SHALL BE SET H3 HIGHER THAN THE ELEVATION AT THE NEAREST TOE OF CURB.
5. DIMENSIONS:

H, H1, H2 AND H3 SHALL BE AS NOTED ON THE PLANS.

G = 24" (600 mm)

K = 5'-0" (1500 mm)

L = 6'-0" (1800 mm)

M = 4'-0" (1200 mm)

N = 5'-0" (1500 mm)

W = WIDTH OF CURB OPENING FOR CATCH BASIN

W_G = WIDTH OF GRATING(S) FOR CATCH BASIN

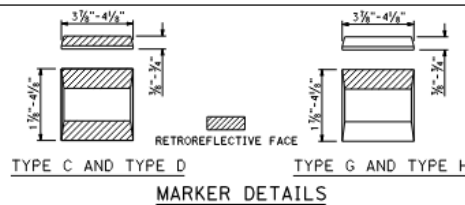
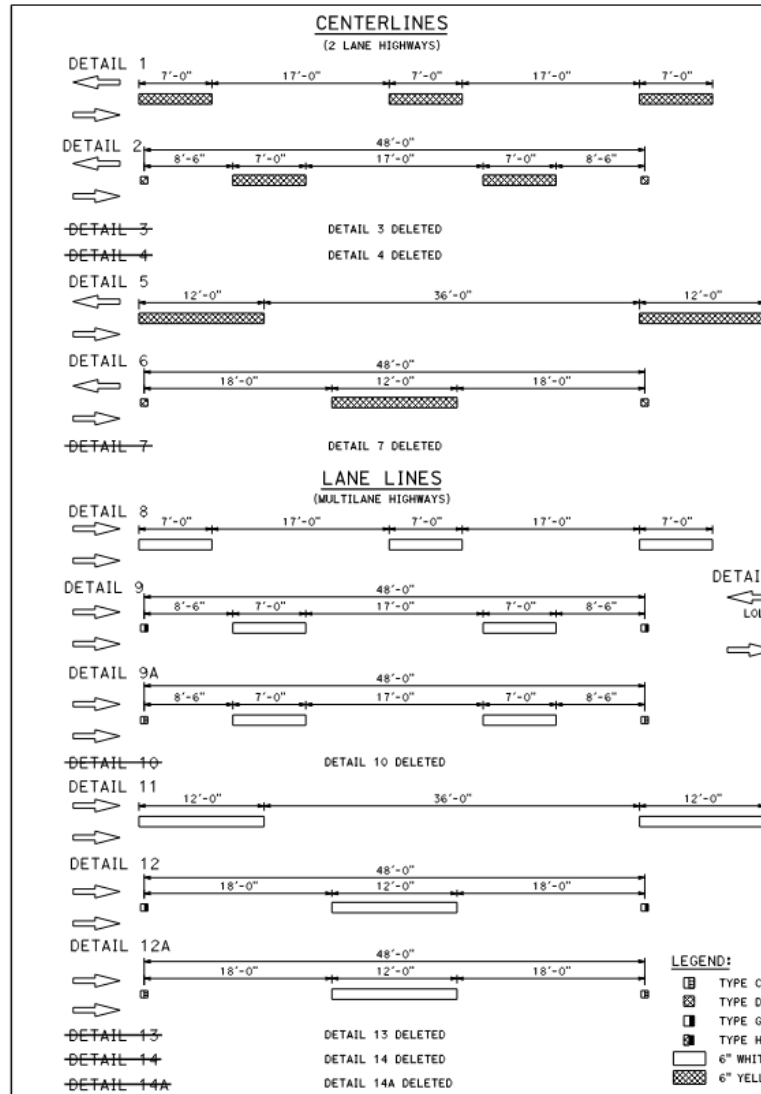
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

LOCAL DEPRESSIONS AT CATCH BASINS

STANDARD PLAN

313-4

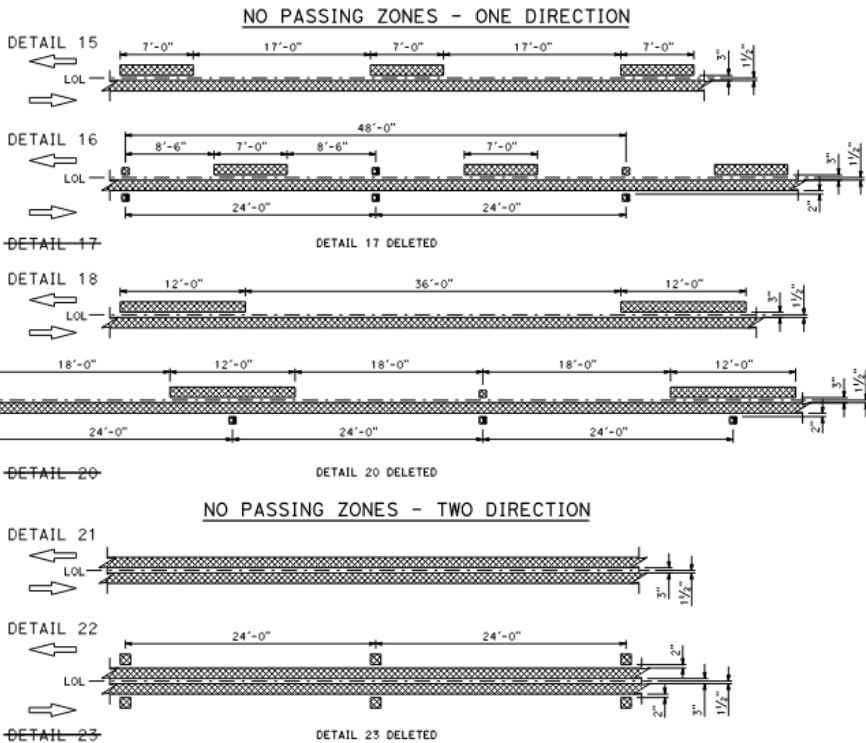
SHEET 4 OF 4



DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
May 1, 2023
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

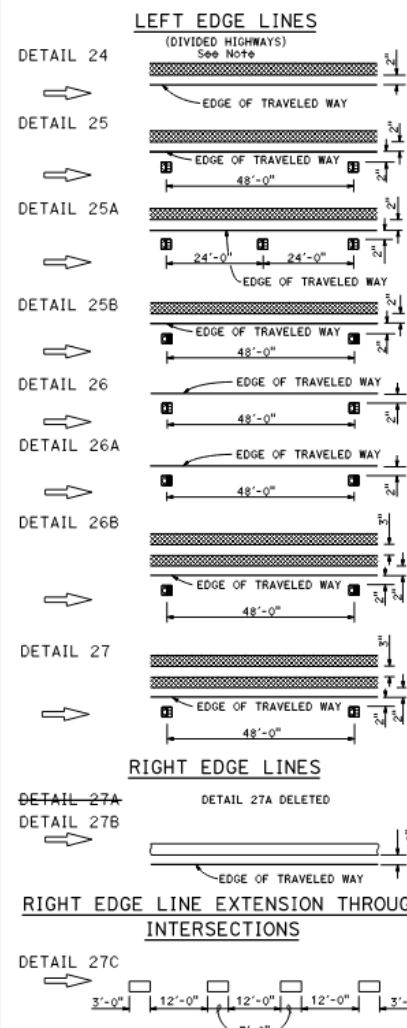
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
REGISTERED PROFESSIONAL ENGINEER
TODD WARD
C20065
Exp. 3-31-24
(188)



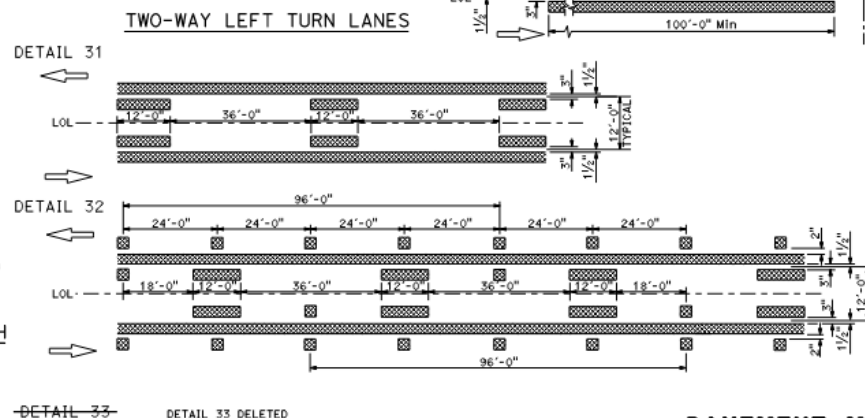
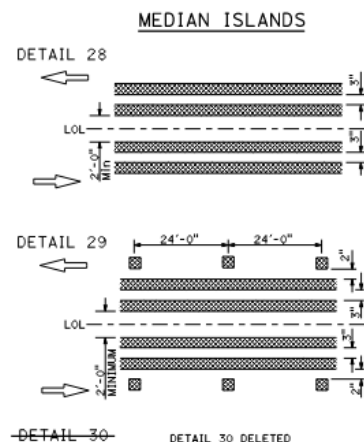
- LEGEND:**
- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
 - TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
 - TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
 - TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
 - 6" WHITE LINE
 - 6" YELLOW LINE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20A

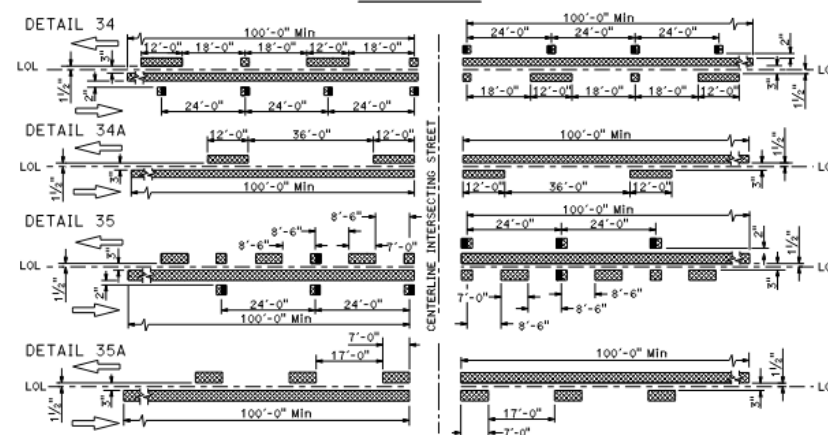


LEFT EDGE LINES NOTE:
On freeways use traffic stripe details with Type RY markers.

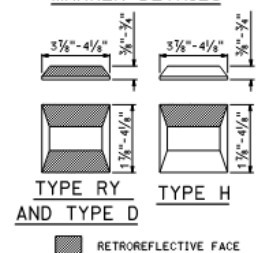


- LEGEND:**
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE MARKER
 - TYPE H ONE-WAY YELLOW RETROREFLECTIVE MARKER
 - TYPE RY RED-YELLOW RETROREFLECTIVE MARKER
 - 6" WHITE LINE
 - 6" YELLOW LINE

INTERSECTION TREATMENTS



MARKER DETAILS



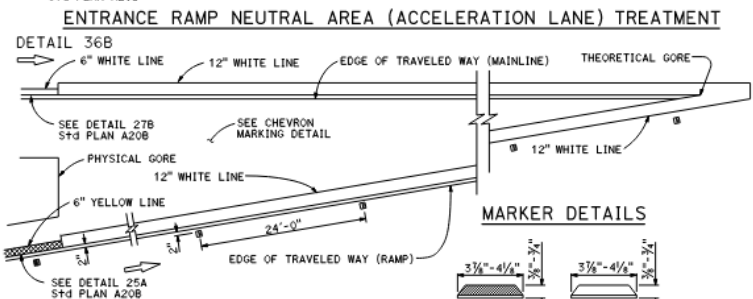
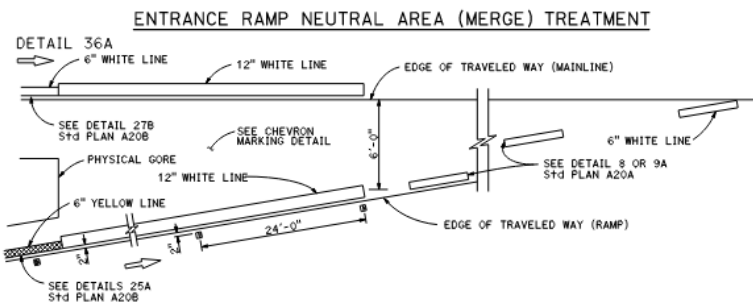
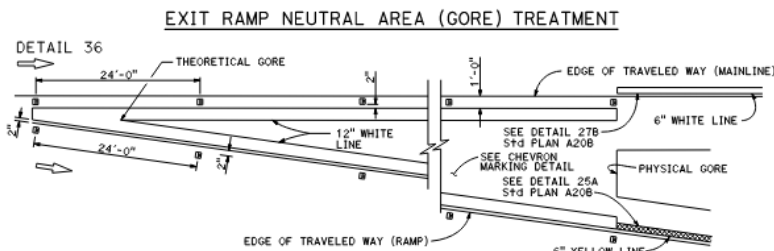
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAYEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
NO SCALE

A20B

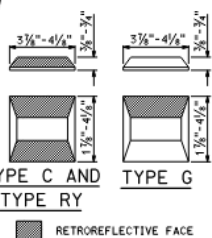
DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
				NO. SHEETS

REGISTERED CIVIL ENGINEER
May 1, 2023
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
TUD WONG
CS2065
7-31-24
1985
STATE OF CALIFORNIA



MARKER DETAILS



LEGEND:

- TYPE C RED-CLEAR RETROREFLECTIVE MARKER
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE MARKER
- TYPE RY RED-YELLOW RETROREFLECTIVE MARKER

NOTES:

Install a minimum of 1 chevron in the gore area. If at least 1 chevron will not fit into the gore area, do not install chevrons. Terminate chevron markings at physical gore.

Gore area chevron pavement markings shown. For Exit and Entrance Ramp channelizing lines details, see Details 36, 36A, and 36B.

City	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER

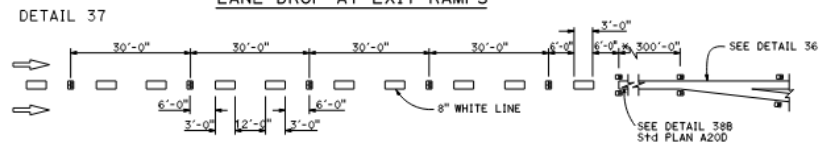
TUG WONG

NO. C-55-25

CHS

STATE OF CALIFORNIA

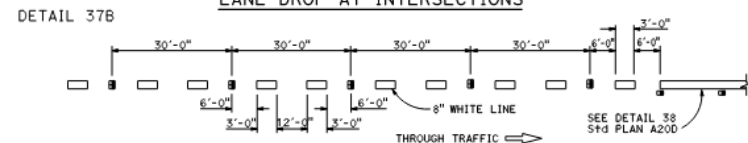
LANE DROP AT EXIT RAMP



* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

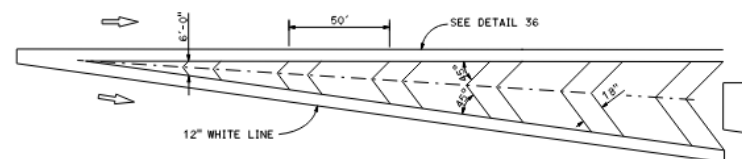
DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS

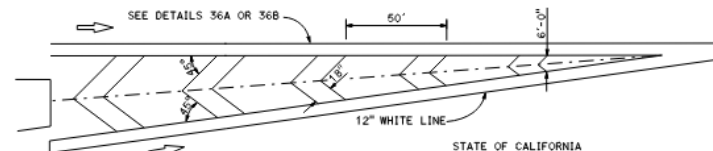


DETAIL 37C DELETED

CHEVRON PAVEMENT MARKINGS AT EXIT RAMP GORE AREA



CHEVRON PAVEMENT MARKINGS AT ENTRANCE RAMP GORE AREA



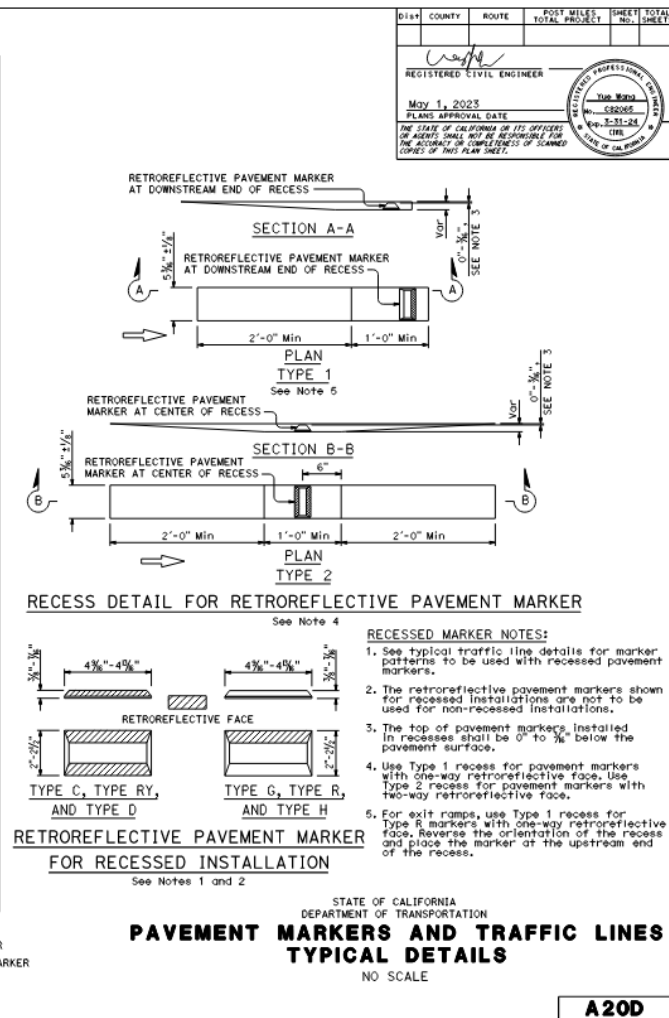
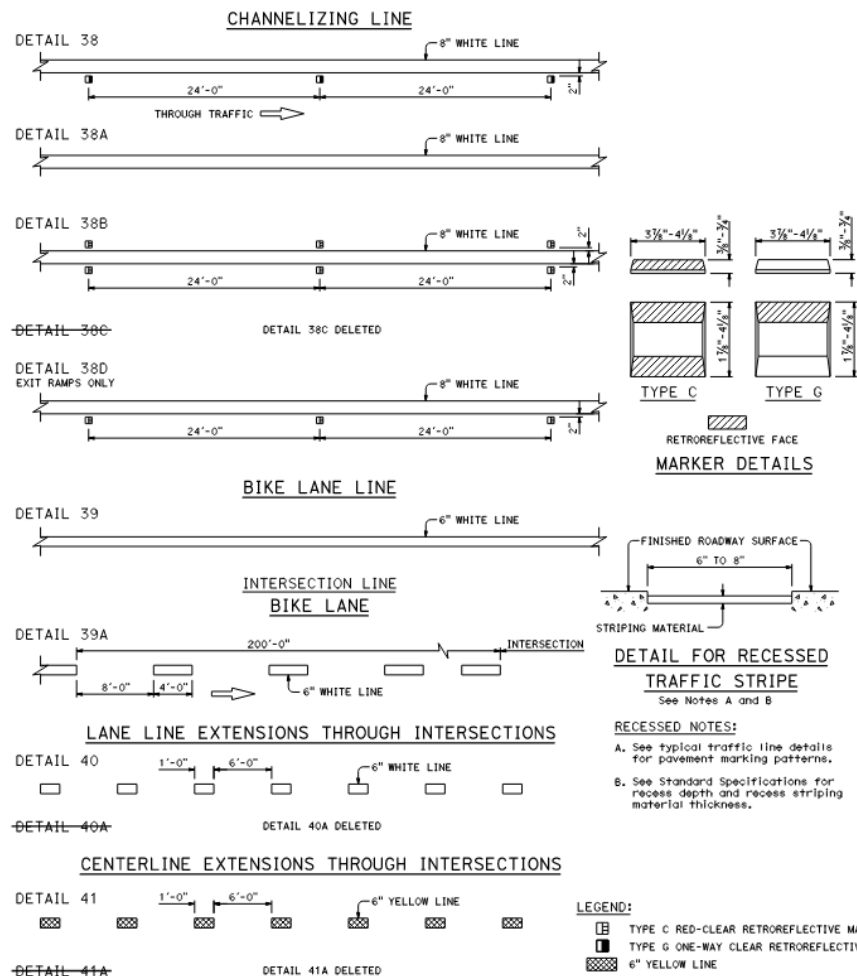
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

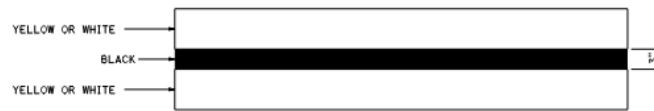
**PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

A20C

2023 STANDARD PLAN A20C

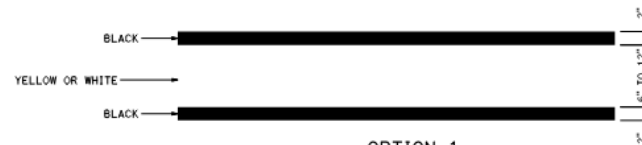




TYPICAL DOUBLE STRIPE CONTRAST DETAIL

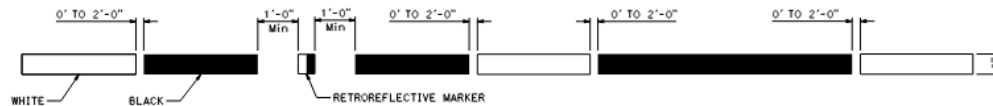
NOTES:

1. See Standard Plans A20A, A20B, A20C, A20D and A20F for traffic lines typical details.
2. Detail 9 Traffic stripe shown. See project plans for traffic stripe details.



OPTION 1

TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL



OPTION 2

TYPICAL LANE LINE CONTRAST DETAIL

See Note 2

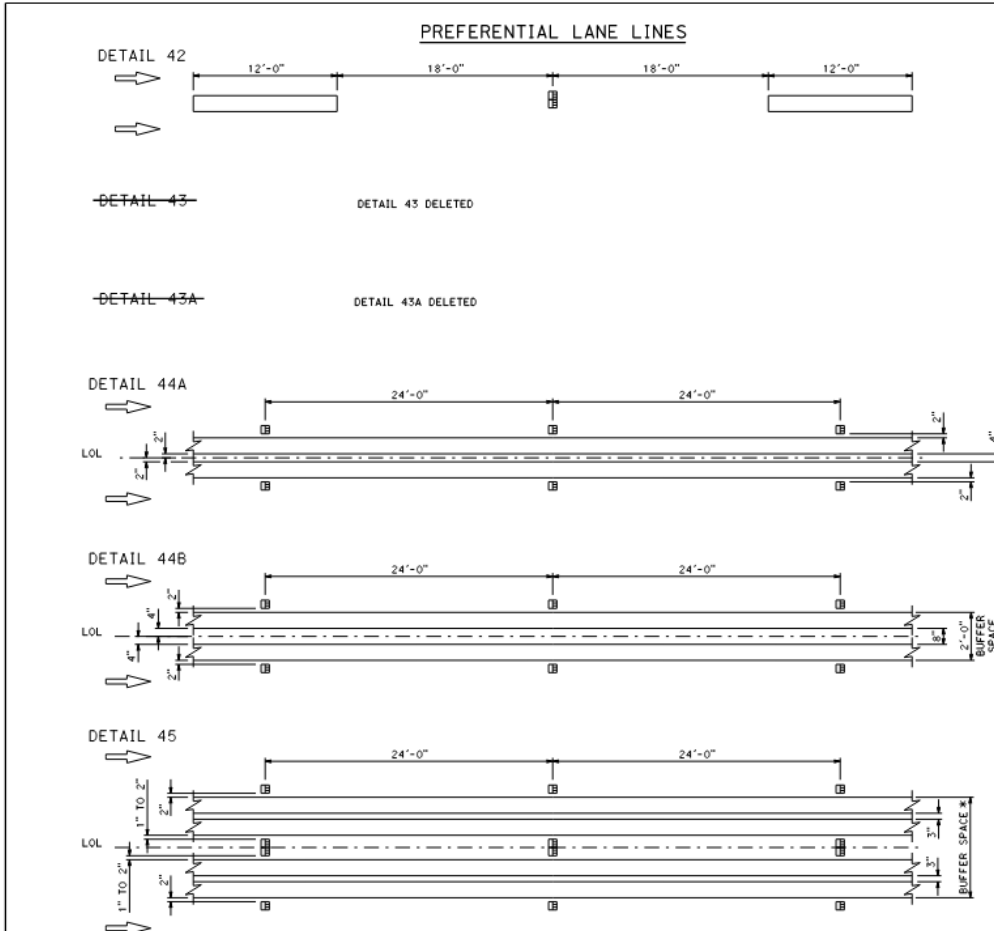
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC LINES
TYPICAL DETAILS
FOR CONTRAST STRIPING**
NO SCALE

A20E

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023				
PLANS APPROVAL DATE				
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2023 STANDARD PLAN A20E



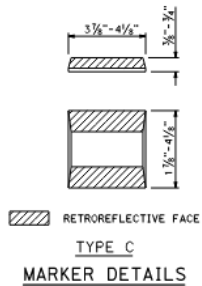
DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF PLANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL SEAL
 TYP. 8000
 682065
 Exp. 8-31-24
 CIVIL
 STATE OF CALIFORNIA

LEGEND:

TYPE C RED-CLEAR RETROREFLECTIVE MARKER
 8" WHITE LINE



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS
 NO SCALE

A20F

2023 STANDARD PLAN A20F

2-7-23

17

NOTES:

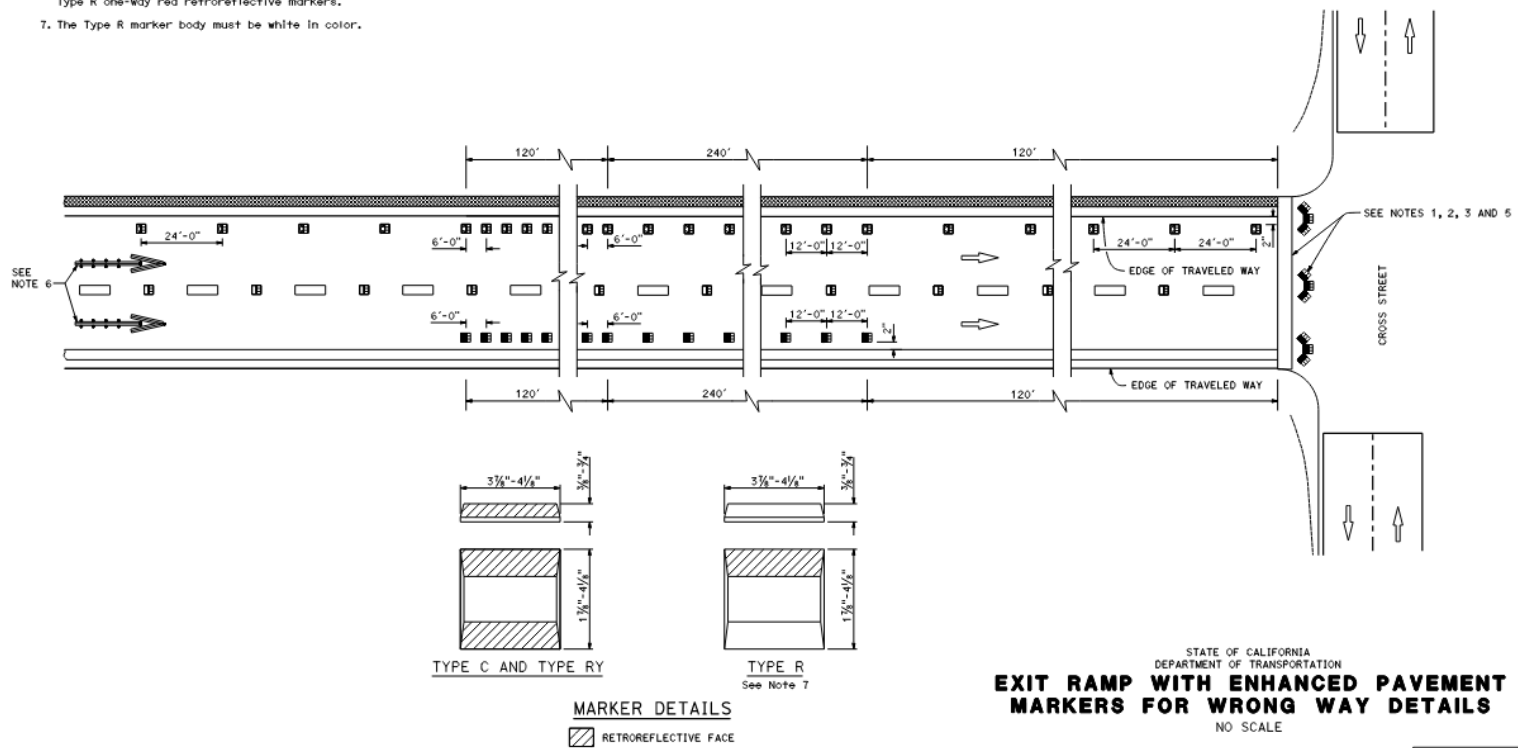
1. May be a limit line or crosswalk.
2. See Standard Plans A24F and A24G for crosswalk and pavement marker details.
3. For raised markers, place Type R one-way red retroreflective markers on outermost limit line or crosswalk line with red facing the intersection. For recessed markers, place Type R one-way retroreflective markers with red facing the intersection and as shown on Standard Plan A24G.
4. The distances and marker spacings may be adjusted based on site specific conditions, exit ramp geometry, or loop detectors.
5. See Standard Plan A200 for recess details.
6. See Standard Plan A24G for Type V arrow detail with Type R one-way red retroreflective markers.
7. The Type R marker body must be white in color.

LEGEND:**MARKERS**

-  TYPE C TWO-WAY RED-CLEAR RETROREFLECTIVE MARKER
-  TYPE RY TWO-WAY RED-YELLOW RETROREFLECTIVE MARKER
-  TYPE R ONE-WAY RED RETROREFLECTIVE MARKER

LINES

-  6" WHITE LINE
-  6" YELLOW LINE



DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023

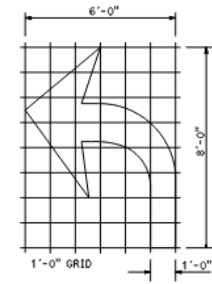
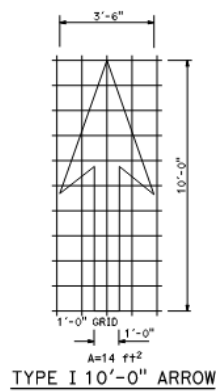
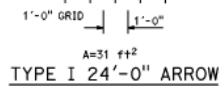
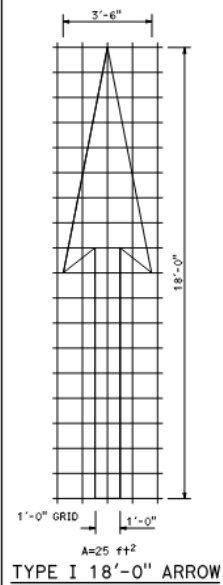
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICIALS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

PROFESSIONAL SEAL

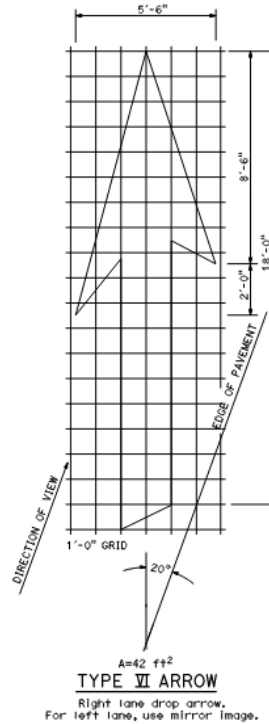
Yue Wang
No. 032065
Exp. 8-31-24
CIVIL
STATE OF CALIFORNIA

2023 STANDARD PLAN A20G
A20G
2-1-23

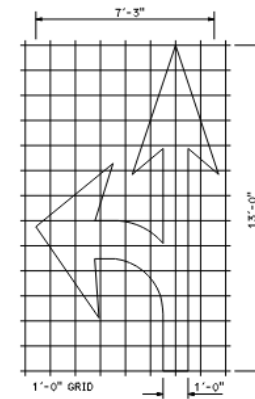
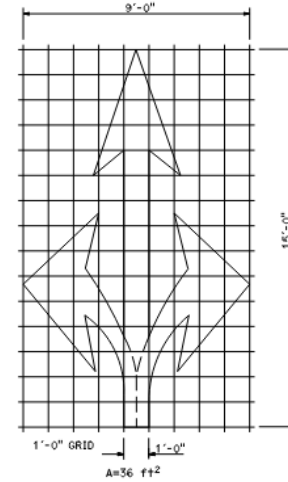
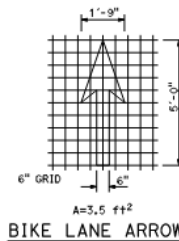


For Type IV (R) arrow, use mirror image.

NOTE:
Minor variations in dimensions
may be accepted by the Engineer.

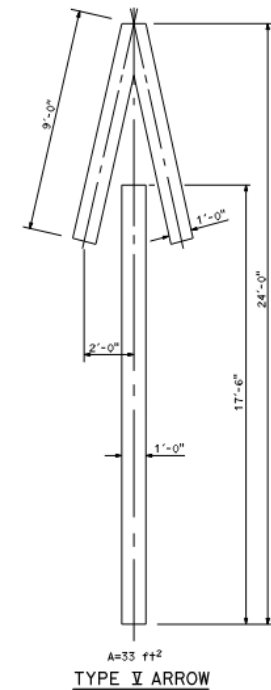


Right lane drop arrow.
For left lane, use mirror image.



For Type VIII (R) arrow, use mirror image.

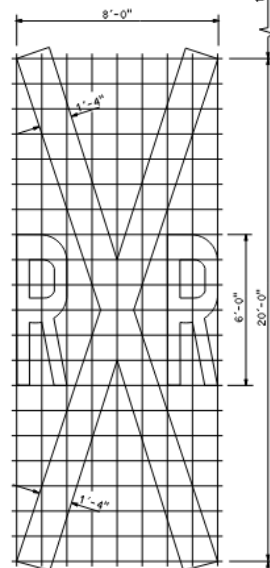
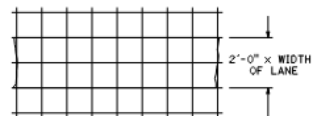
DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER				
MAY 1, 2023			PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

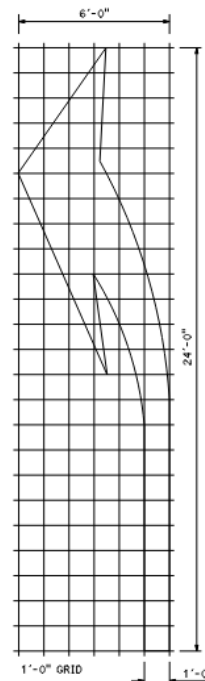
A24A

2023 STANDARD PLAN A24A



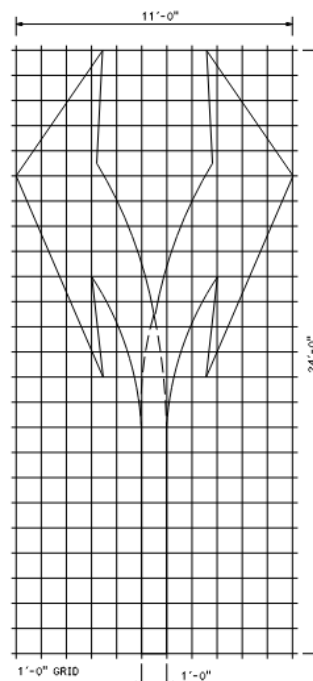
RAILROAD CROSSING SYMBOL

* 70 ft² does not include the 2'-0" x variable width transverse lines.

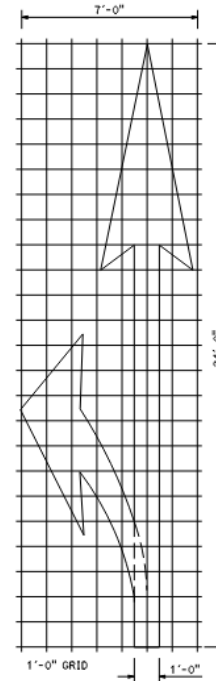


A=42 ft²
TYPE III (L) ARROW

For Type III (R) use mirror image.

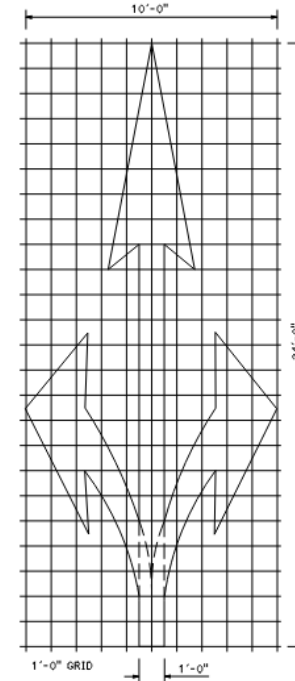


A=73 ft²
TYPE III (B) ARROW



A=45 ft²
TYPE II (L) ARROW

For Type II (R) use mirror image.



A=59 ft²
TYPE II (B) ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS AND SYMBOLS**
NO SCALE

A24B

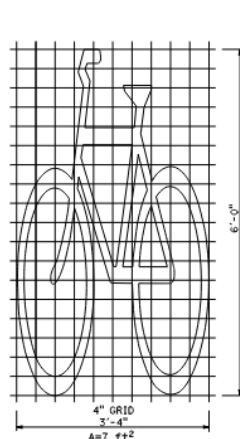
DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

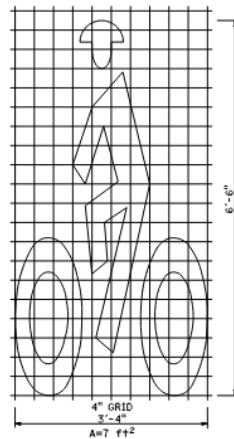
May 1, 2023
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

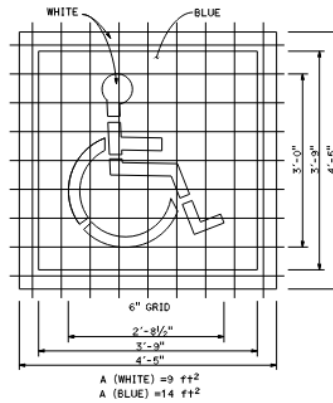
Yuse Wada
M. 082005
Exp. 3-31-24
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA



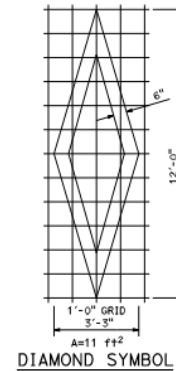
**BIKE LANE SYMBOL
WITHOUT PERSON**



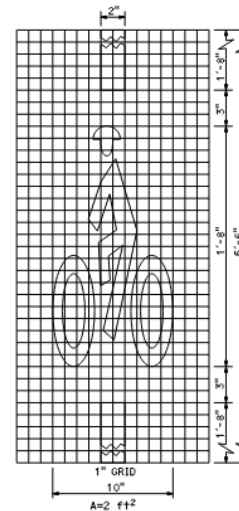
**BIKE LANE SYMBOL
WITH PERSON**



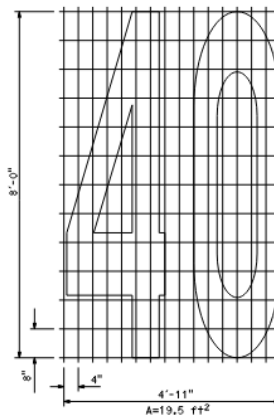
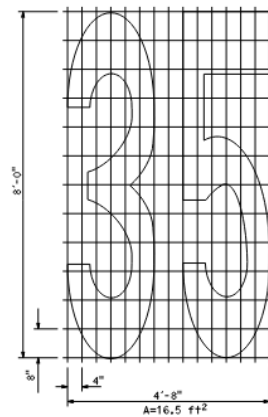
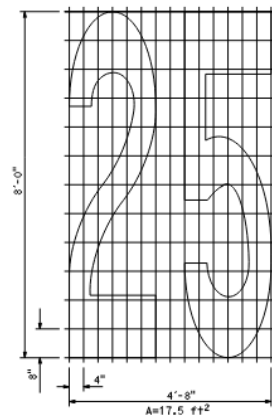
**INTERNATIONAL SYMBOL OF
ACCESSIBILITY (ISA) MARKING**



DIAMOND SYMBOL



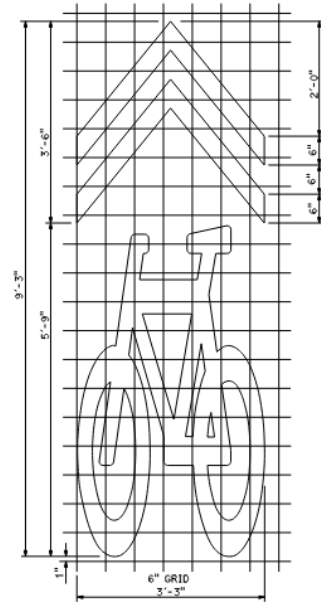
**BICYCLE LOOP
DETECTOR SYMBOL**



NUMERALS

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023			PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

NOTE:
Minor variations in dimensions may be accepted
by the Engineer.



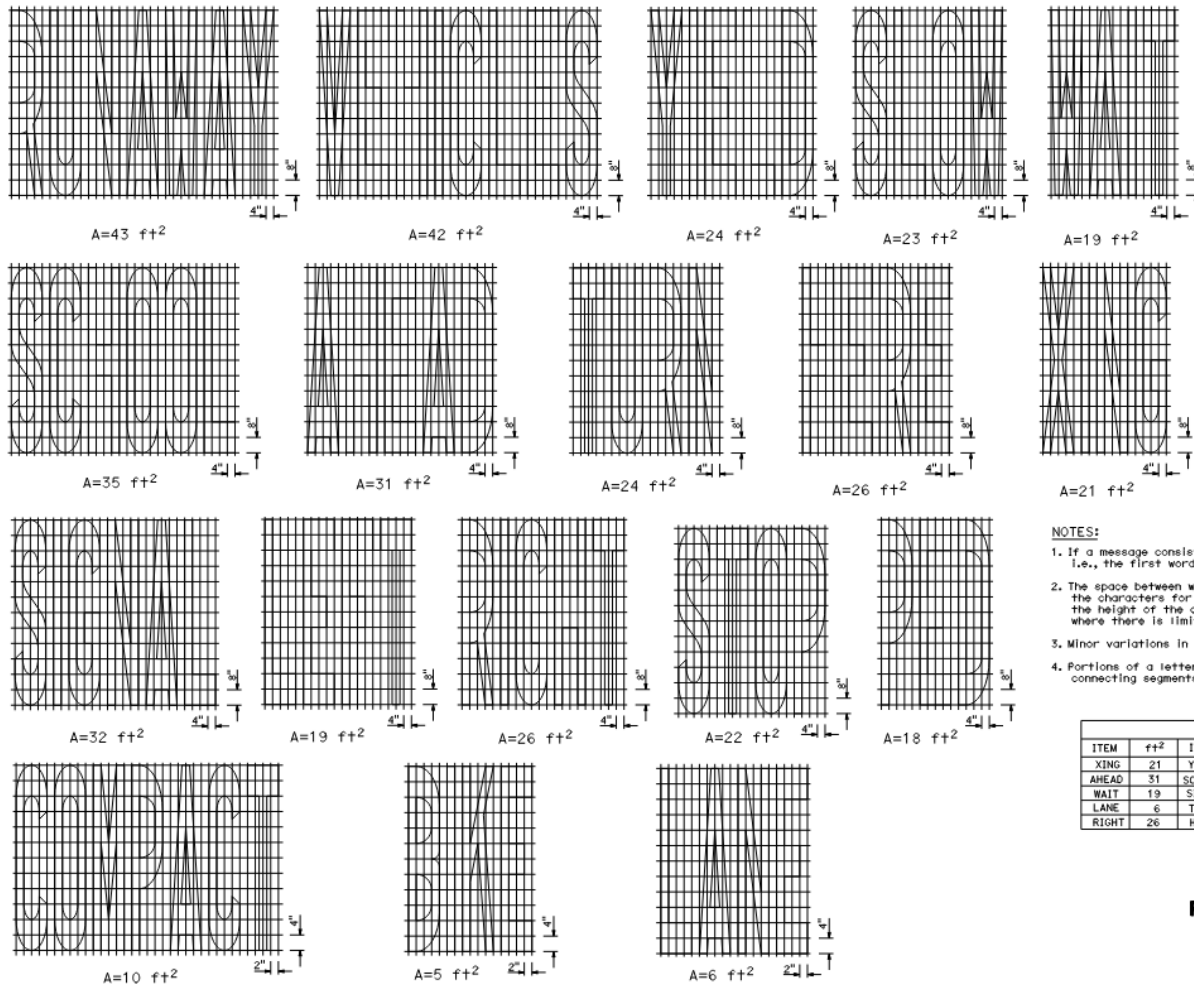
SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

A24C

2023 STANDARD PLAN A24C

2-7-23

**NOTES:**

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

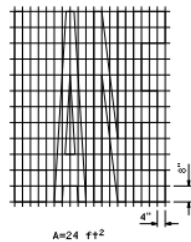
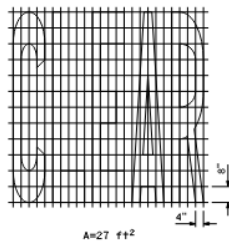
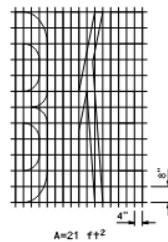
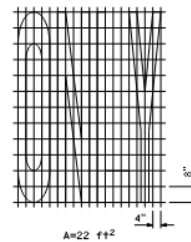
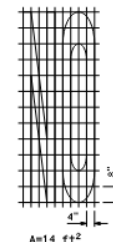
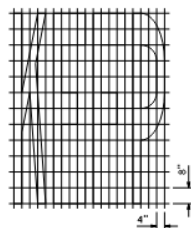
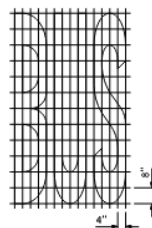
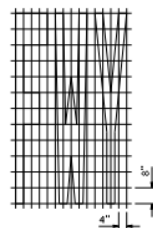
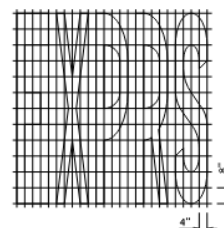
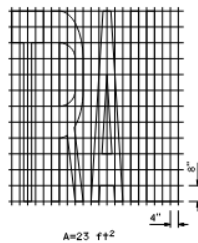
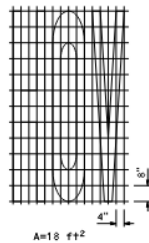
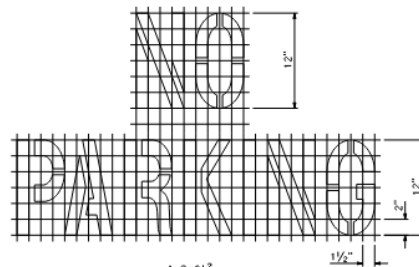
ITEM	$f+2$	ITEM	$f+2$	ITEM	$f+2$	ITEM	$f+2$
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

A24D

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
 REGISTERED CIVIL ENGINEER May 1, 2023 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
				

2023 STANDARD PLAN A24D

A=24 ft²A=27 ft²A=21 ft²A=22 ft²A=14 ft²A=24 ft²A=20 ft²A=16 ft²A=30 ft²A=23 ft²A=18 ft²A=2 ft²
See Notes 5 and 6

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER			May 1, 2023 PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICIALS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

NOTES:

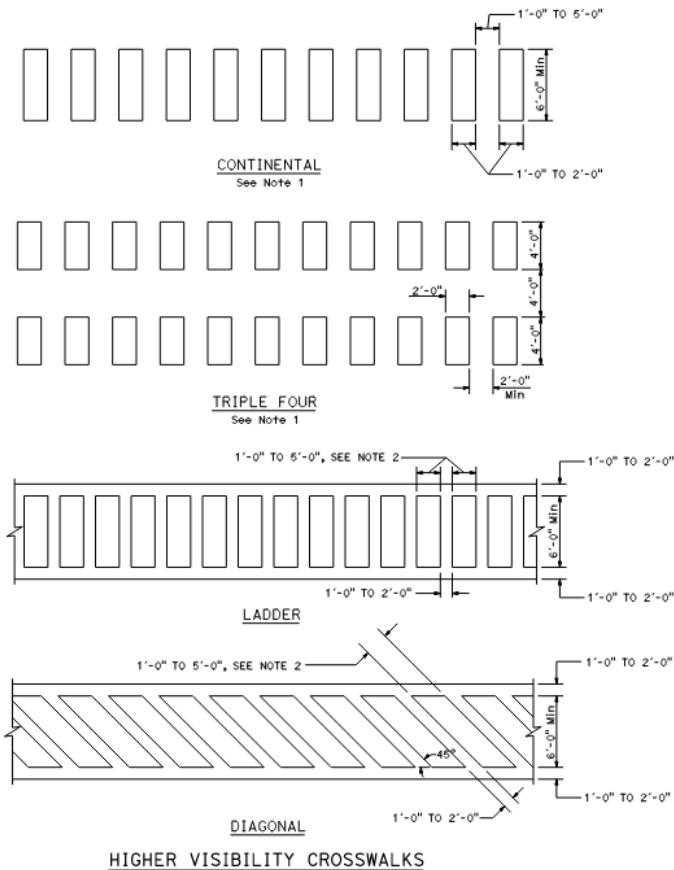
1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number, or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING", shall be painted in white letters no less than 1"-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

WORD MARKINGS			
ITEM	SQFT	ITEM	SQFT
LANE	24	NO	14
CLEAR	27	BIKE	21
KEEP	24	BUS	20
HOV	18	ONLY	22
TRAIL	23	FWY	16
EXPRS	30		

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

A24E

2023 STANDARD PLAN A24E



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023 PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OF AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

NOTES:

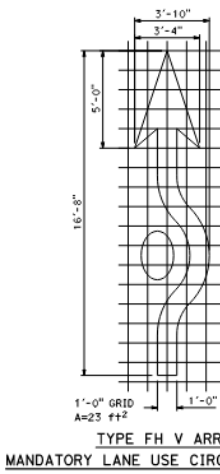
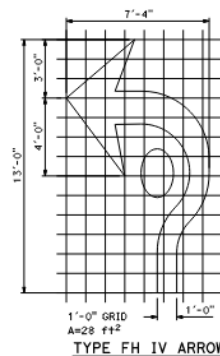
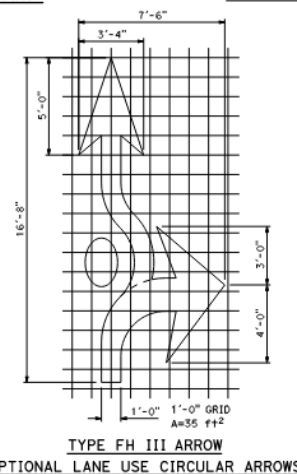
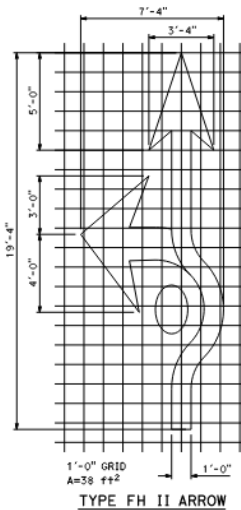
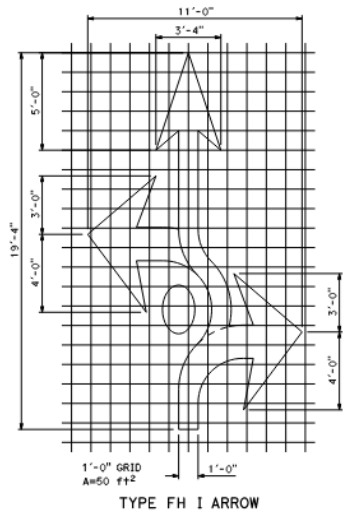
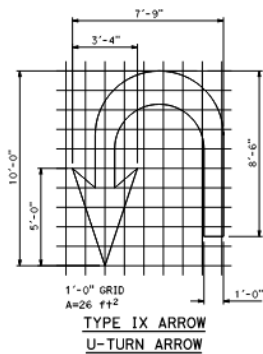
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A24F
2023 STANDARD PLAN A24F





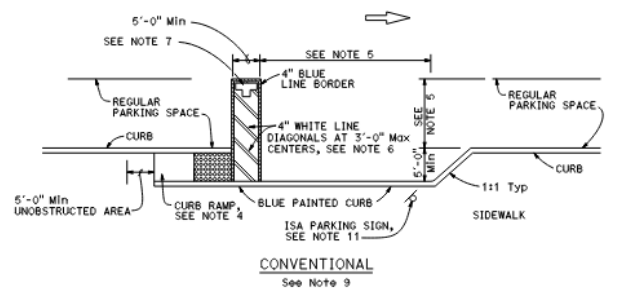
DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	No. SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023			PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

2023 STANDARD PLAN A24H

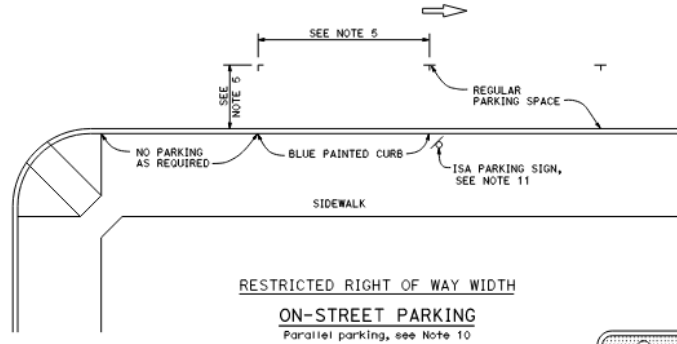
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

A24H

171



CONVENTIONAL
See Note 9



**RESTRICTED RIGHT OF WAY WIDTH
ON-STREET PARKING**
Parallel parking, see Note 10

**NO
PARKING**

PAVEMENT MARKING
See Note 7



SIGN R99 (CA)



PLAQUE R99B (CA)
SIGN R99 (CA) with PLAQUE R99B (CA),
See Note 3



SIGN R99C (CA)
See Note 3

NOTES:

1. Parking spaces shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own.
2. Surface slopes of accessible on-street parking spaces shall be the minimum feasible.
3. Where Plaque R99B (CA) or Sign R99C (CA) are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
4. Curb ramps shall conform to the details shown on Standard Plan A88A.
5. Accessible on-street parking spaces shall not be smaller in length or width than that specified by the local jurisdiction for other parking spaces, but not less than 20'-0" in length and not less than 8'-0" in width.
6. Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
7. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials. See Standard Plan A24E for square foot area for painting the words "NO PARKING".
8. There shall be no obstructions on the sidewalk adjacent to and for the full length of the parking space, except for the ISA parking sign shown.
9. The Conventional detail should be the primary choice of accessible on-street parking. However, if the sidewalk lacks adequate space to construct a standard curb ramp, the Restricted Right of Way detail should be used.
10. If the Restricted Right of Way width detail is selected and it conflicts with a bus stop or other uses, this detail may apply to the other end of the block.
11. Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).

LEGEND

ISA - International Symbol of Accessibility

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ACCESSIBLE PARKING
ON-STREET**

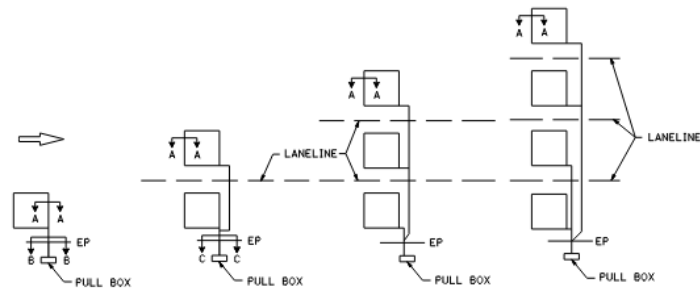
NO SCALE

A90B

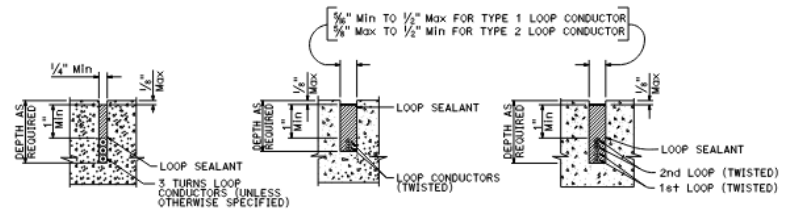
Dist.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS
REGISTERED CIVIL ENGINEER			REBECCAH LYNN MONTY No. 054616 May 1, 2023 PLANS APPROVAL DATE	
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2023 STANDARD PLAN A90B

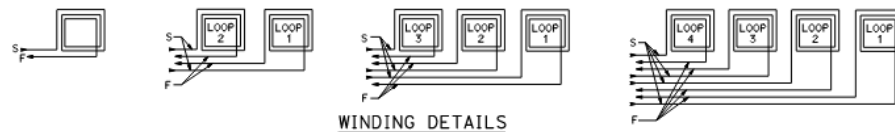
1-31-22



SAW CUT DETAILS
Type A loop detector configurations illustrated



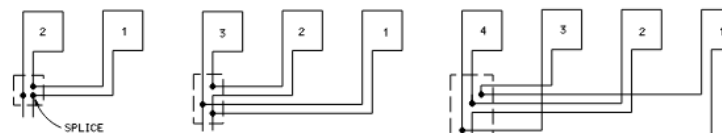
SECTION A-A **SECTION B-B** **SECTION C-C**
SLOT DETAILS - TYPE 1 AND TYPE 2 LOOP CONDUCTOR



WINDING DETAILS

ABBREVIATIONS:

S - START
F - FINISH



TYPICAL LOOP CONNECTIONS
Dashed lines represent the pull box

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(LOOP DETECTORS)**

NO SCALE

ES-5A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL SHEETS

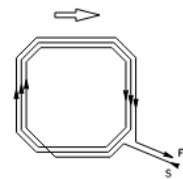
Chris Medina
REGISTERED CIVIL ENGINEER

May 1, 2023
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

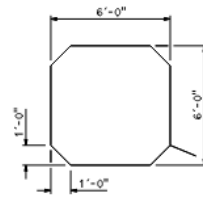
Chris Medina
REGISTERED PROFESSIONAL ENGINEER
No. 617082
EXP. 12-31-24
ALABAMA
STATE OF CALIFORNIA

2023 STANDARD PLAN ES-5A



WINDING DETAIL

TYPE A LOOP DETECTOR CONFIGURATION

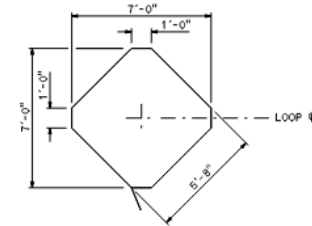


SAW CUT DETAIL



WINDING DETAIL

TYPE B LOOP DETECTOR CONFIGURATION



SAW CUT DETAIL

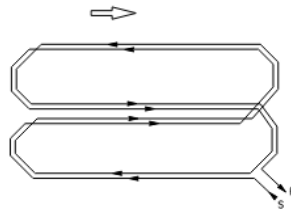
Dist	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	No.	SHEETS

Chris Menden
 REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SCANNED
 COPIES OF THIS PLAN SHEET.

PROFESSIONAL SEAL
 Chris Menden
 No. 617892
 Exp. 12-31-24
 CIVIL
 STATE OF CALIFORNIA

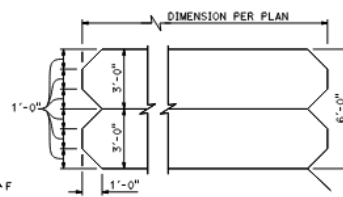
NOTES:

1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, E, and F installation in single lane.
3. Use Type D and F loops for limit line detection and bicycle lanes.

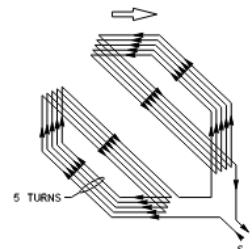


WINDING DETAIL

TYPE C LOOP DETECTOR CONFIGURATION

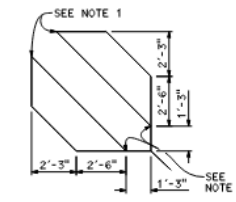


SAW CUT DETAIL

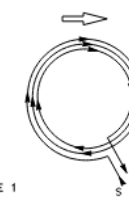


WINDING DETAIL

TYPE D LOOP DETECTOR CONFIGURATION

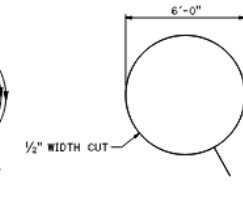


SAW CUT DETAIL

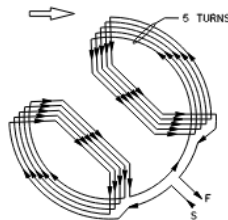


WINDING DETAIL

TYPE E LOOP DETECTOR CONFIGURATION

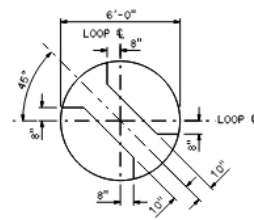


SAW CUT DETAIL

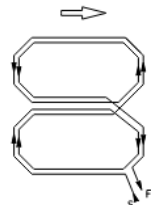


WINDING DETAIL

TYPE F LOOP DETECTOR CONFIGURATION

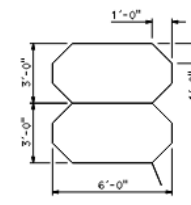


SAW CUT DETAIL

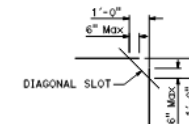


WINDING DETAIL

TYPE Q LOOP DETECTOR CONFIGURATION



SAW CUT DETAIL

PLAN VIEW OF
DIAGONAL SLOT
AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(DETECTORS)**

NO SCALE

ES-5B

2023 STANDARD PLAN ES-5B

11-21-23

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

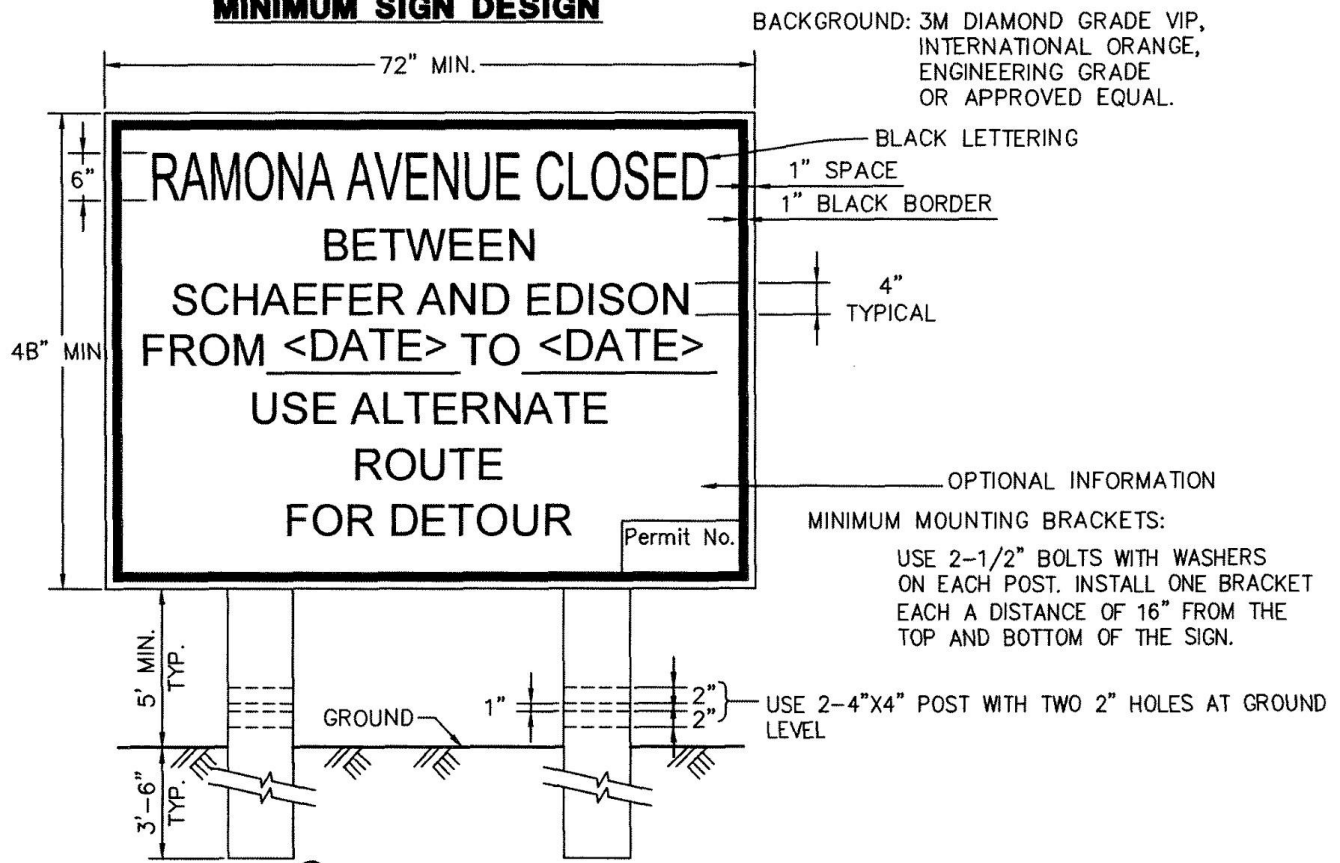
*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “C”
PROJECT SIGN

THE FOLLOWING MINIMUM INFORMATION IS REQUIRED
ON EACH SIGN POSTED FOR LANE/ROAD CLOSURE:

1. STREET NAME : NAME OF EACH STREET AFFECTED DURING THE ROAD CLOSURE.
2. STREET LIMITS : NAME OF EACH STREET AT THE LIMITS OF THE WORK AREA.
3. DATES : THE BEGINNING AND ENDING DATES DURING THE TIME WORK WILL BE IN PROGRESS.
4. OTHER INFORMATION : INFORMATION PERTINENT FOR PUBLIC SAFETY, I.E. ALTERNATIVE ROUTING.
5. SIGN PLACEMENT : A) PER STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS
SECTION 5-02.4, EXCEPT AS INDICATED HEREON.
B) SIGN SHALL BE VISIBLE FOR A MINIMUM OF 500 FEET.
C) ALL SIGNS SHALL BE PLACED ON THE SIDE OR THE STREET
FACING THE DIRECTION OF TRAFFIC.
D) WHERE A ROAD IS TO BE COMPLETELY CLOSED, SIGNS SHOULD BE
PLACED AT THE INTERSECTIONS WHICH PRECEDE THE CLOSURE.
A SIGN SHALL BE PLACED FACING EACH DIRECTION OF TRAFFIC
APPROACHING THE PROPOSED CLOSURE AREA.

MINIMUM SIGN DESIGN



APPENDIX “D”
PROJECT LABOR AGREEMENT
NO. 4202

**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

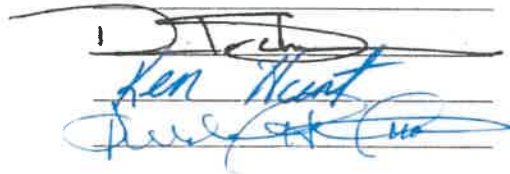
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

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

DocuSigned by:
Michael Patterson
 8C323100A03404...
 DocuSigned by:
Luis Miramontes
 83A6818E9F9E48F...
 DocuSigned by:
Luis Alcala
 8A7AF6518E4E488...
 DocuSigned by:
Ricardo Gonzalez
 86C0088F7F442...
 DocuSigned by:
Edo Cco
 81A8F8F4F17401...
 DocuSigned by:
Tony Garganiga
 8506C6C404147...
 DocuSigned by:
Ed Leary (Guniters #345)
 827F80F7A355408...
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Frankie Jimenez
 8E8E42A3F94408...
 DocuSigned by:
Rod R. W.
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 DocuSigned by:
Jon Priado
 8B18C37F8B444...
 DocuSigned by:
SERGIO RUSCON
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 DocuSigned by:
W. H. 1184
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 DocuSigned by:
Enesto Tocco
 8212C08E4F7A01...
 DocuSigned by:
Ben Clayton
 81F16C3E9E05481...
 DocuSigned by:
Ricardo Pina
 8C1447F0F5F484...
 DocuSigned by:
Jeremy Dean
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 DocuSigned by:
Todd Golden
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 DocuSigned by:
Christian Blumcourt
 8A4D778D43A1436...
 DocuSigned by:
Jose Sanchez
 80E2A88A7F8A47...
 DocuSigned by:
Cliff Smith
 850748D089147F...
 DocuSigned by:
Steve Rinson
 8288A7F0A4A15...
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Calder Bonas
 8D7F6E0540D40...
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Josh Kaper
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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)
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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



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: Montebello Boulevard Street Resurfacing Project CP No. 888

Project Applicant: City of Montebello

Project Location - Specific: Montebello Boulevard between Lincoln Avenue and Los Angeles Avenue

Project Location – City: Montebello

Project Locations – County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: Asphalt pavement rehabilitation, center median islands w/landscape features, and enhanced American with Disabilities Act (ADA) accessibility path of travel.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: 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: _____ Date: March 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: _____



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 CONSTRUCTION OF
PLAZA DRIVE RESURFACING PROJECT (CP NO. 917) AND
PROCEED WITH BID ADVERTISEMENT**

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Adopt construction plans and specifications for Plaza Drive Resurfacing Project (CP No. 917); 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 917). As soon as staff evaluate all bids, a recommendation will be made to award a contract at the May 14, 2025 City Council meeting and include a well-defined project budget. At the time of contract award, Staff will make recommendations for amending the Fiscal Year 2024-25 budget if needed. This project will continue into FY 2025-26 and appropriate funding will be included in next year's CIP budget.

BACKGROUND/DISCUSSION:

On February 13, 2023, the City Council authorized the execution of the Exchange Agreement and Assignment of Federal Surface Transportation Program-Local and

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 2 of 3

Highway Infrastructure Programs Funds. This agreement is mandated by the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the designation of proposed projects. This project aims to rehabilitate the asphalt pavement on Plaza Drive between Montebello Boulevard and San Gabriel Boulevard due to its severe deterioration and critical role as a primary ingress and egress route for the Montebello Town Center and various bus routes. The project enhances transportation infrastructure and improves ADA compliance. These efforts seek to improve the quality and safety of Plaza Drive for residents and commuters.

The final construction plans (Attachment A) and specifications (Attachment B) 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 phase 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 Section 3.20.110 - Bidding procedure prescribed.

With City Council's approval, staff will advertise the project for bid in a local newspaper of general circulation and submit the Notice Inviting Bid (NIB) to PlanetBids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
Bid Period	March 28, 2025 to April 23, 2025
Questions or Request for Information	April 10, 2025 at 12:00 pm
Bid Opening	April 23, 2025 at 11:00 am
Award of Contract (Tentative)	May 14, 2025 City Council Meeting
Commence Construction	June 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 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project (Attachment C).

ANALYSIS:

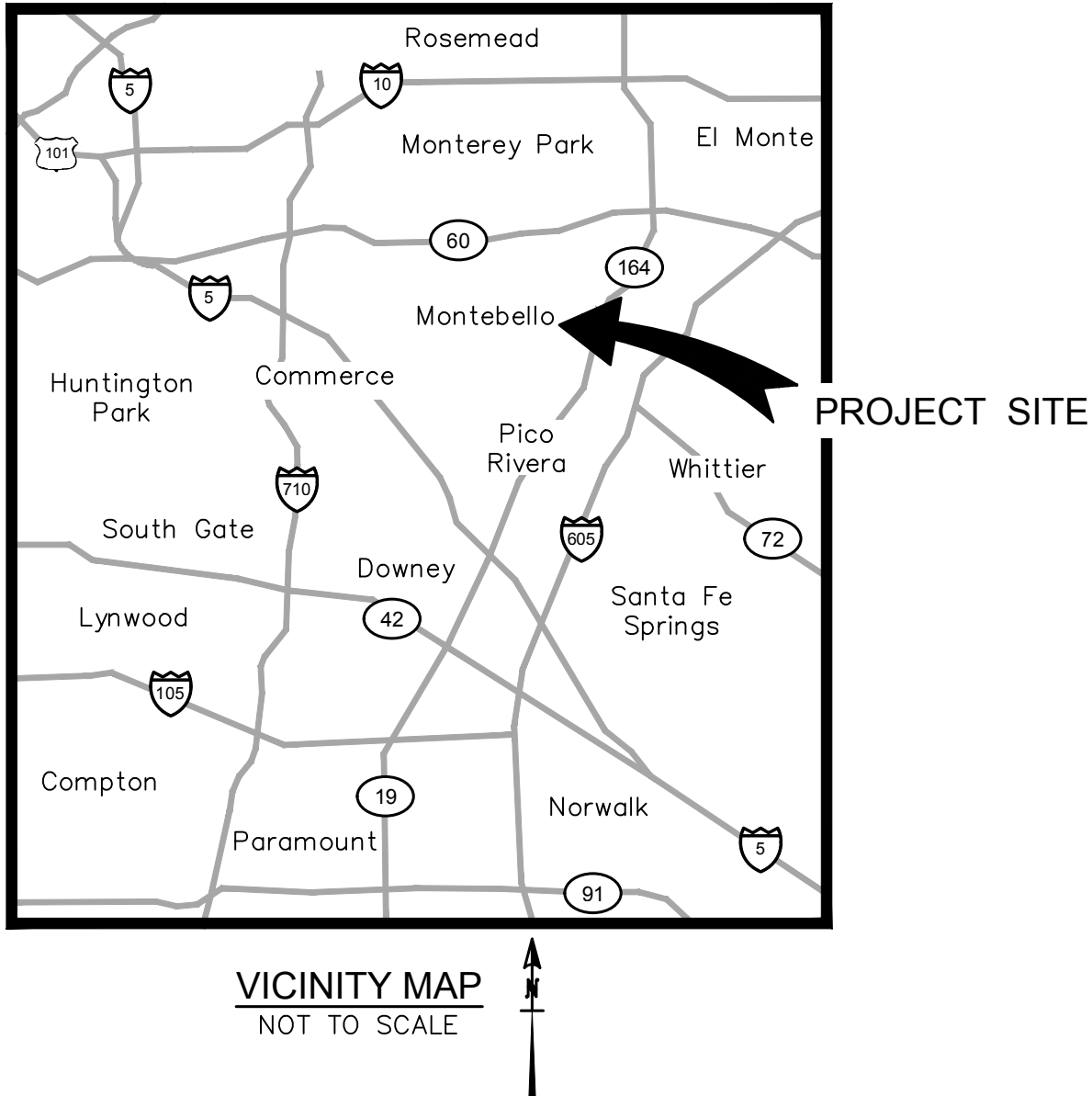
N/A

SUMMARY:

Staff recommends City Council adopt the 100% completed plans, specifications, and engineer's estimate (PS&E) for construction of the Plaza Drive Resurfacing Project (CP 917); 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 - Plans - Plaza Drive Resurfacing Project CP No. 917
2. Attachment B - Specifications - Plaza Drive Resurfacing Project CP No. 917
3. Attachment C - CEQA NOE - Plaza Drive Resurfacing Project CP No. 917



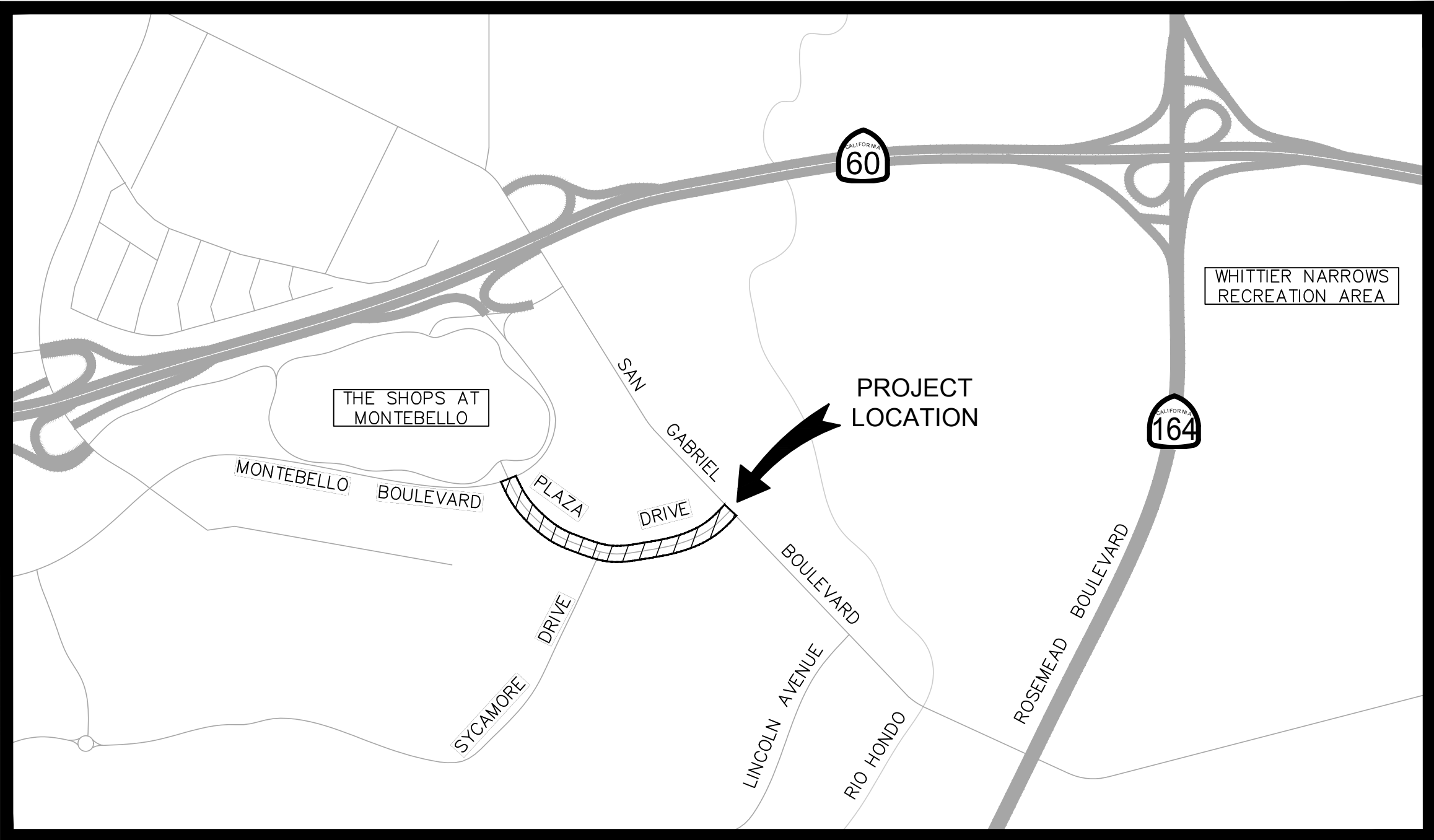
City of
Montebello
Engineering Division

PLAZA DRIVE PAVEMENT REHABILITATION
PROJECT
CAPITAL PROJECT NO. 917

INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
CIVIL ENGINEERING	
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1	PAVEMENT REHABILITATION PLAN FOR PLAZA DRIVE BETWEEN MONTEBELLO BOULEVARD AND SAN GABRIEL BOULEVARD
SS-1	SIGNING AND STRIPING PLAN FOR PLAZA DRIVE BETWEEN MONTEBELLO BOULEVARD AND SAN GABRIEL BOULEVARD

TOTAL SHEETS = 4



THOMAS GUIDE:
636-G6, 636-H6

LOCATION MAP
NOT TO SCALE

LEGEND:
PROJECT LOCATION

PROJECT UTILITY CONTACTS:

AT&T ATTENTION:	PAUL BAGNESH	(415) 530-0192 pb1419@att.com
MONTEBELLO LAND & WATER ATTENTION:	BRETT OMMEN	(323) 722-8654 nancy@mtblw.com
MONTEBELLO SEWER ATTENTION:	JUAN HERNANDEZ	(323)-887-1616 jhernandez@montebelloc.gov
MONTEBELLO STORM DRAIN ATTENTION:	JUAN HERNANDEZ	(323)-887-1616 jhernandez@montebelloc.gov
SENTINEL PEAK RESOURCES ATTENTION:	DONALD SANCHEZ	(661) 395-5326 dsanchez@sentinelpeakresources.com
SGV WATER CO. ATTENTION:	KEDAN RUSSELL	(626) 448-6183 krussell@sgvwater.com
SO CAL GAS DISTRIBUTION ATTENTION:	JASON SUM	(310) 687-2011 scg-comptonutilityrequest@semprautilities.com
SOUTHERN CALIFORNIA EDISON — DISTRIBUTION ATTENTION:	PATRICK CONRAD	(626) 221-5380 patrick.conrad@sce.com

PROFESSIONAL ENGINEER'S NOTE:

THE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY KOA CORPORATION USING AVAILABLE RECORD PLANS AND MAPS AND BASED ON FIELD RECONNAISSANCE OF EXISTING CONDITIONS. OWNERS OF KNOWN UTILITIES AND OTHER STRUCTURES IN THE STREET RIGHT OF WAY HAVE BEEN GIVEN WRITTEN NOTICE OF THE PROJECT. HOWEVER, KOA CORPORATION AND CITY OF MONTEBELLO ARE NOT RESPONSIBLE FOR THE TOTAL ACCURACY AND/OR CORRECTNESS OF THE SHOWN INFORMATION. THE CONTRACTOR BY SIGNING THE CONSTRUCTION CONTRACT FOR THIS PROJECT ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR THE WORK AND ITS IMPACT ON THE EXISTING FACILITIES SHOWN OR NOT SHOWN ON THESE PLANS AND DESCRIBED IN THE SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE TO MAKE HIS/HER OWN INVESTIGATION AND INSPECTION INCLUDING POTHOLING AND SUCH OTHER METHODS HE/SHE DEEMS NECESSARY TO ALLOW HIM/HER TO PROCEED ON THE CONSTRUCTION OF THIS PROJECT IN COMPLIANCE WITH THE LAWS, ORDINANCES AND REGULATIONS APPLICABLE TO THE PROJECT, INCLUDING STATE SAFETY ORDERS AND PROCEDURES OF USA. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ANY SURVEYS REQUIRED TO ESTABLISH HORIZONTAL AND VERTICAL CONTROLS PRIOR TO AND DURING CONSTRUCTION, AND TO REPLACE DISTURBED OR COVERED EXISTING STREET SURVEY MONUMENTS.

UNAUTHORIZED CHANGES AND USES:

CAUTION: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS.

J:\2024\000023177 MTB PLAZA DRIVE PAVEMENT REHAB\DESIGN\TITLE SHEET.DWG OLONG 11/5/2024 11:58 AM



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



1100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

DESIGNED BY: NPS
DRAWN BY: OL
CHECKED BY: GSC DATE: 11/19/24

APPROVED BY:

CITY ENGINEER DATE

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT
TITLE SHEET

T-1

Sheet 1 of 4

J:\2024\000023177 MTB PLAZA DRIVE PAVEMENT REHAB\DESIGN\TITLE SHEET.DWG PLONG 11/5/2024 11:58 AM

GENERAL NOTES

1. ALL NOTES STATED HEREIN APPLIES TO THE PROJECT AND ALL THE SHEETS.
2. ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF MONTEBELLO, THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2021 EDITION) AND ITS SUPPLEMENTS, CALTRANS STANDARD PLANS AND SPECIFICATIONS (2023 EDITION), THESE PLANS, THE PROJECT SPECIFICATIONS, AND ALL SAFETY REGULATIONS CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY OF MONTEBELLO OF ANY DISCREPANCIES.
4. PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES THE ACCESS TO ANY DRIVEWAY AND OR IMPACT ON FRONTAGE BUSINESSES.
5. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.
6. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) CALIFORNIA (2014 EDITION REV. 8) TO THE SATISFACTION OF THE CITY OF MONTEBELLO. TRAFFIC CONTROL PLANS MUST BE STAMPED AND SIGNED BY A STATE OF CALIFORNIA LICENSED TRAFFIC OR CIVIL ENGINEER. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES AND TRAFFIC CONTROL PLANS SHALL BE APPROVED BY THE CITY OF MONTEBELLO PRIOR START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLANS. THE CONTRACTOR SHALL PROVIDE 24 HOUR SERVICE TO REMOVE, INSTALL, RELOCATE AND MAINTAIN WARNING DEVICES. THE CONTRACTOR SHALL PROVIDE A PHONE NUMBER WHERE THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THIS PROJECT CAN BE REACHED 24 HOURS A DAY, SEVEN DAYS A WEEK.
8. LOCATIONS OF EXISTING SURFACE UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATION. SOME OF THE STREET RECONSTRUCTION WORK WILL BE IN CLOSE PROXIMITY OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION TO THE ACCURACY OF THE LOCATION, OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT.
9. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT, AT NO ADDITIONAL COST TO THE CITY. THE CONTRACTOR SHALL NOTIFY THE CITY OF MONTEBELLO OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
10. WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
12. THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
13. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
14. UTILITIES SHOWN ON THE PLANS REFLECTS INFORMATION RECEIVED FROM UTILITY COMPANIES. IN SOME CASES SERVICE CONNECTIONS ARE SHOWN. HOWEVER PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE SUCH AND TO PROTECT IN PLACE.
15. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES AND UTILITIES IN PLACE UNLESS OTHERWISE NOTED.
16. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF CITY OF MONTEBELLO. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
17. AT NO TIME IS ANY BUSINESS OR RESIDENT TO BE WITHOUT ACCESS TO THEIR PROPERTY UNLESS OTHERWISE APPROVED BY THE CITY OF MONTEBELLO. THE CONTRACTOR SHALL RAMP OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
18. A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREET. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.
19. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.
20. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/ EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/ EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPERCHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
21. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.
22. CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.
23. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1492-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY SURVEYOR.
24. ALL NECESSARY MATERIALS & COMPACTION TESTING RELATED TO STREET WORK IS TO BE ARRANGED FOR THE CITY USING A TESTING LABORATORY APPROVED BY THE CITY, PER BID ITEM.

GENERAL NOTES (CONTINUED):

27. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMAL INCONVENIENCE TO THE PUBLIC.
28. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE PROPOSED IMPROVEMENTS FRONTING THEIR PROPERTY PER SECTION 7-9 OF THE STANDARD SPECIFICATIONS.
29. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
30. CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.
31. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVERNIGHT WITHIN PUBLIC RIGHT-OF-WAY. A TEMPORARY USE PERMIT (T.U.P.) APPLICATION MUST BE MADE TO THE CITY OF MONTEBELLO PRIOR TO STORAGE OF ANY EQUIPMENT OF MATERIALS ON PUBLIC OR PRIVATE PROPERTY WITHIN THE MONTEBELLO CITY LIMITS DURING DAY TIME.
32. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES IN ACCORDANCE WITH THE LATEST MUTCD CALIFORNIA SUPPLEMENT AND TRAFFIC CONTROL PLAN TO BE PREPARED BY CONTRACTOR AND APPROVED BY CITY.
33. THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" LICENSE CONTRACTOR ISSUED BY THE STATE OF CALIFORNIA.
34. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES TWO FULL WORKING DAYS PRIOR TO STARTING ANY WORK:

CITY ENGINEERING DIVISION

(323) 887-1200, EXT. 460

POLICE DEPARTMENT

(323) 887-1313

FIRE DEPARTMENT

(323) 887-4510

PUBLIC TRANSIT

(323) 558-1625
35. AS BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY OF MONTEBELLO.

STORM WATER POLLUTION REQUIREMENT:

STORM WATER POLLUTION CONTROL REQUIREMENTS FOR STREET, SEWER AND STORM DRAIN CONSTRUCTION.

A. BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES

THE FOLLOWING IS INTENDED AS AN ATTACHMENT FOR CONSTRUCTION AND REPRESENTS THE MINIMUM STANDARDS OF GOOD HOUSEKEEPING WHICH MUST BE IMPLEMENTED ON ALL CONSTRUCTION SITES, REGARDLESS OF SIZE.

1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WATER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
4. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC RIGHT OF WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS A SOLID WASTE.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
7. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.

CA40	EMPLOYEE TRAINING
EC-1	SCHEDULING
EC-2	PRESERVATION OF EXISTING VEGETATION
NS-1	WATER CONSERVATION PRACTICES
NS-3	PAVING OPERATIONS
NS-7	POTABLE WATER/IRRIGATION
NS-8	VEHICLE AND EQUIPMENT CLEANING
NS-9	VEHICLE AND EQUIPMENT FUELING
NS-10	VEHICLE AND EQUIPMENT MAINTENANCE
NS-12	CONCRETE CURING
NS-13	CONCRETE FINISHING
SE-7	STREET SWEEPING AND VACUUMING
SE-8	SAND BAG BARRIER
SE-10	STORM DRAIN INLET PROTECTION
SC-21	VEHICLE AND EQUIPMENT CLEANING
SC-20	VEHICLE AND EQUIPMENT FUELING
SC-22	VEHICLE AND EQUIPMENT REPAIRS
TC-1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-3	ENTRANCE/OUTLET TIREWASH
WE-1	WIND EROSION CONTROL
WM-1	MATERIAL DELIVERY AND STORAGE
WM-2	MATERIAL USE MATERIAL USE
WM-3	STOCKPILE MANAGEMENT
WM-4	SPILL PREVENTION AND CONTROL
WM-5	SOLID WASTE MANAGEMENT
WM-6	HAZARDOUS WASTE MANAGEMENT
WM-7	CONTAMINATED SOIL MANAGEMENT
WM-8	CONCRETE WASTE MANAGEMENT
WM-9	SANITARY/SEPTIC WASTE MANAGEMENT

GENERAL STRIPING, MARKING, AND SIGNING NOTES:

1. REMOVAL, ADJUSTMENT, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
2. CONTRACTOR SHALL PHOTOGRAPH/VIDEO THE EXISTING STRIPING AND CURB MARKINGS BEFORE REMOVAL TO PROVIDE A RECORD FOR USE IN RESTORING STRIPING AND CURB MARKING UPON COMPLETION OF PAVING WORK. COPY OF DIGITAL PICTURES/VIDEO SHALL BE GIVEN TO CITY TRAFFIC ENGINEER BEFORE INSTALLING NEW STRIPING AND CURB MARKINGS.
3. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDRRAD PLANS AND SPECIFICATIONS (2023 EDITION).
4. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
5. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING. DAMAGED PAVEMENT AND/OR HOLES SHALL BE PATCHED WITH E-PG 64-10 ASPHALT CONCRETE PAVEMENT.
6. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE.
7. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITH THE PROJECT LIMITS.
8. ALL SIGNS SHALL HAVE DIAMOND GRADE SHEETING AND BE PER THE CALIFORNIA MUTCD (2014 EDITION REV. 8) AND SHALL BE STANDARD SIZE UNLESS OTHERWISE INDICATED.
9. ALL LANE STRIPING AT INTERSECTION APPROACHES WITHOUT CROSSWALKS OT LIMIT LINES SHALL END 10 FEET FROM THE EXTENSION OF THE INTERSECTING CURB LINE.
10. ALL LANE LINES AT INTERSECTION APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 50 FEET OF 6-INCH SOLID WHITE LINE.
11. ALL NEW SIGNING SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (2014 EDITION REV. 8)

NOTICE TO CONTRACTOR:

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN IN OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATIONS AND ORDERS. CONTRACTOR FURTHER AGREES THAT HE/SHE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY AND CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

LIST OF STANDARD DRAWINGS:

CALTRANS STANDARD PLANS, 2023 EDITION

A20A	PAVEMENT MARKERS AND TRAFFIC LINES – TYPICAL DETAILS
A24G	PAVEMENT MARKINGS LIMIT AND YIELD LINES
ES-7A	ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD)
ES-7B	ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD)
ES-7E	ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING STANDARD)
ES-7R	ELECTRICAL SYSTEMS (SIGNAL AND LIGHTING, MISCELLANEOUS ATTACHMENT)

DATUM STATEMENT

HORIZONTAL DATUM: CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE V, CSRS NAD83(2011) 2017.50 EPOCH
VERTICAL DATUM: NAVD88
GEOID MODEL: GEOD12B
BENCHMARK ID: LA COUNTY BENCHMARK SY11800
BENCHMARK ELEVATION: 231.048'
BENCHMARK DESCRIPTION: FOUND LEAD, NAIL, AND TAG STAMPED "LACO DPW BM" FLUSH IN TOP OF CURB

NOTE: ALL COORDINATES, ELEVATIONS, AND DISTANCES SHOWN, UNLESS OTHERWISE NOTED, ARE IN TERMS OF THE U.S. SURVEY FOOT (US FT).

CSRS STATIONS USED AND PUBLISHED ACCURACIES

STATION	LATITUDE	LONGITUDE	Δ LAT(2 σ US FT)	Δ LONG(2 σ US FT)
WNRA	34°02'35.650003"	-118°03'33.287289"	0.0068	0.0070
RHOL	34°01'08.577281"	-118°01'34.171888"	0.0068	0.0073
GVR5	34°02'50.802592"	-118°06'46.377316"	0.0066	0.0067

MAPPING ANGLE AND COMBINED GRID FACTOR (CF)

STATION	NORTHING	EASTING	ELEVATION (NAVD88)	CF	MAPPING ANGLE	ELLIPSOID HEIGHT
104	1834264.64'	6537644.18'	294.11'	0.99999155	-0°02'43"	179.76'

LEGEND:

	FIRE HYDRANT
	WATER VALVE
	GAS VALVE
	WATER METER
	GAS METER
	ELECTRIC BOX
	ELECTRIC BOX (SCE)
	TRAFFIC SIGNAL PULL BOX
	STREET LIGHT POLE
	TRAFFIC SIGNAL
	POWER POLE
	GUY ANCHOR
	STORM DRAIN MANHOLE
	TELEPHONE MANHOLE
	SEWER MANHOLE
	EXISTING ELEVATION
	PROPOSED ELEVATION
	BENCH
	TREES
	WATER LINE
	CABLE TV LINE
	ELECTRICAL LINE
	TELEPHONE
	RIGHT-OF-WAY

ABBREVIATIONS:

AC	ASPHALT CONCRETE
AB	AGGREGATE BASE
ADA	AMERICANS WITH DISABILITIES ACT
BC	BEGINNING OF CURB
BCR	BEGINNING OF CURB RETURN
BRC	BEGINNING OF REVERSE CURVATURE
B/W	BACK OF WALK
C&G	CURB AND GUTTER
CAB	CABINET
CB	CATCH BASIN
CF	CURB FACE
CL	CENTERLINE
CMB	CRUSHED MISCELLANEOUS BASE
EC	END OF CURB
ECR	END OF CURB RETURN
EX	EXISTING
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISHED SURFACE
GV	GAS VALVE
HP	HIGH POINT
LF	LINEAR FOOT
MH	MANHOLE
NTS	NOT TO SCALE
PB	PULL BOX
PCC	PORTLAND CEMENT CONCRETE
R/W	RIGHT OF WAY
SD	STORM DRAIN
SF	SQUARE FEET
SS	SANITARY SEWER
STD	STANDARD
TC	TOP OF CURB
TS	TRAFFIC SIGNAL
WM	WATER METER



Know what's below.
Call before you dig.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



A LOCHNER COMPANY
100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705

DESIGNED BY: NPS
DRAWN BY: OL
CHECKED BY: GSC DATE: 11/19/24

CITY OF MONTEBELLO



ENGINEERING DIVISION

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT
GENERAL NOTES

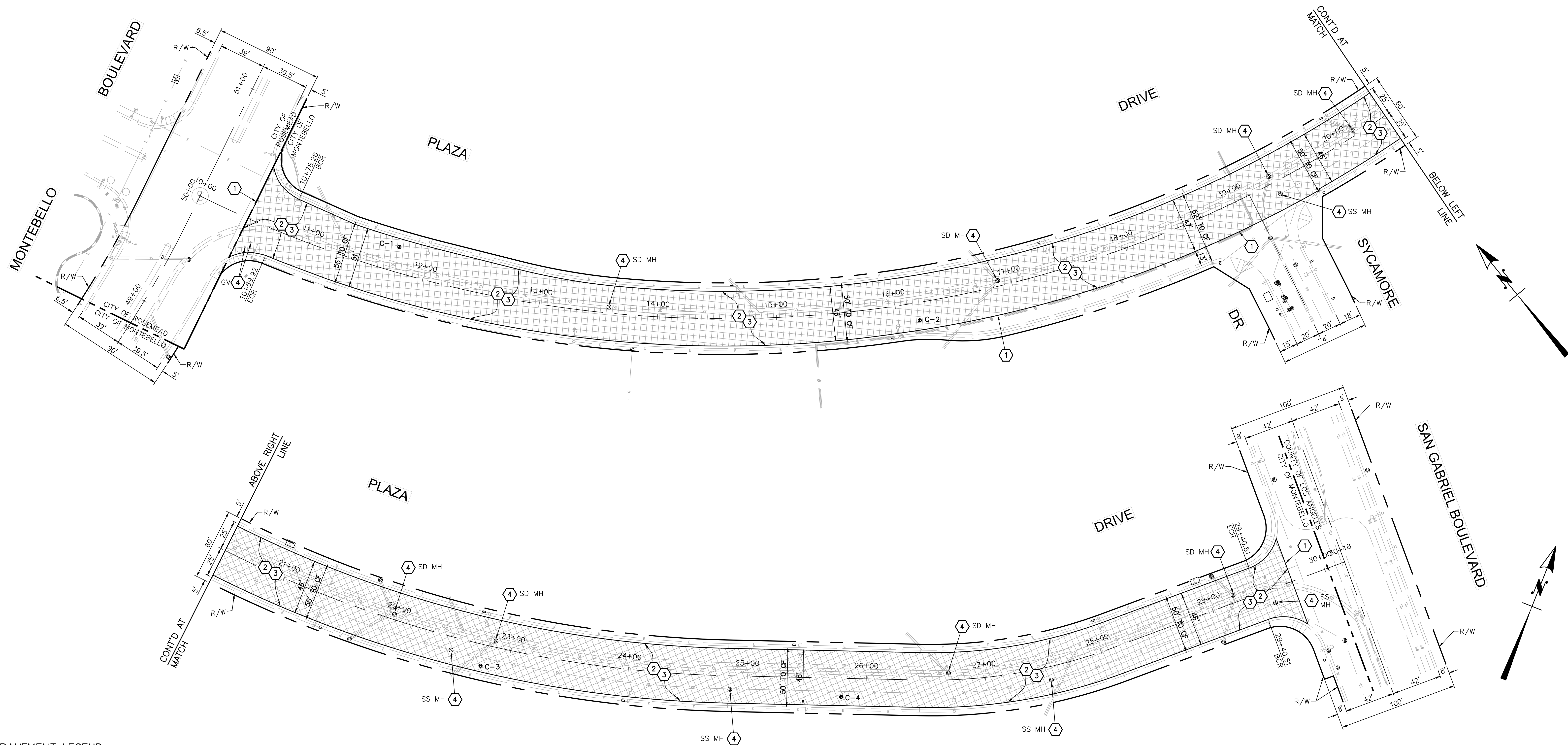
T-2

Sheet 2 of 4

STREET IMPROVEMENT CONSTRUCTION NOTES:

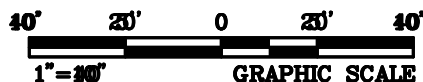
- 1 REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACES AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN TO THE DEPTHS NECESSARY TO CONSTRUCT THE PROPOSED IMPROVEMENTS. ALL REMOVALS SHALL BE DISPOSED OF BY THE CONTRACTOR. PCC REMOVALS SHALL BE FROM SCORELINE TO SCORELINE. CONTRACTOR SHALL VERIFY EXACT LIMITS OF CONSTRUCTION WITH CITY ENGINEER IN THE FIELD.
- 2 COLD MILL EXISTING AC PAVEMENT 3.5".
- 3 CONSTRUCT 2" ARHM-GG-C PAVEMENT OVER 1.5" AC (TYPE B-PG 64-10) PER SSPWC.
- 4 DOUBLE ADJUST UTILITY TO GRADE. ITEM AS INDICATED ON PLAN.

GEOTECHNICAL CORING RESULTS	
●	CORE LOCATION
C-1:	3" AC / 7" AGGREGATE BASE
C-2:	4" AC / 7" AGGREGATE BASE
C-3:	3" AC / 7.5" AGGREGATE BASE
C-4:	3.5" AC / 7.5" AGGREGATE BASE



PAVEMENT LEGEND:

Grind and Overlay



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

Giuseppe S. Calvo
No. C79006
CIVIL
STATE OF CALIFORNIA

KOA
A LOCHNER COMPANY
100 Corporate Center Drive, Suite 201
Monterey Park, California 91754
Tel: (323) 260-4703 Fax: (323) 260-4705
DESIGNED BY: NPS
DRAWN BY: OL
CHECKED BY: GSC DATE: 11/19/24

CITY OF MONTEBELLO

ENGINEERING DIVISION

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT
STREET IMPROVEMENT PLAN
PLAZA DRIVE BETWEEN
MONTEBELLO BOULEVARD AND SAN GABRIEL BOULEVARD

C-1

Sheet 3 of 4

SIGNING & STRIPING NOTES:

*ALL STRIPING SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (2023 EDITION) UNLESS OTHERWISE SHOWN.
**ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.

- 1 INSTALL 12" WHITE LIMIT LINE/CROSSWALK LINE.
- 2 INSTALL 6" LANE LINE, DETAIL 9.
- 3 INSTALL DOUBLE YELLOW STRIPING, DETAIL 22.
- 4 INSTALL MEDIAN ISLAND STRIPING, DETAIL 29.
- 5 INSTALL CHANNELIZING LINE, DETAIL 38.
- 6 INSTALL BIKE LANE STRIPING, DETAIL 39.
- 7 INSTALL BIKE LANE INTERSECTION STRIPING, DETAIL 39A.

- 8 INSTALL PAVEMENT MARKING AS SHOWN ON PLAN:
- 9 INSTALL VEHICLE DETECTOR LOOPS PER CALTRANS STANDARD PLANS. FRONT LOOPS SHALL BE BICYCLE LOOPS PER LOS ANGELES COUNTY PUBLIC WORKS BICYCLE/VEHICLE LOOP DETECTOR INSTALLATION STANDARD PLAN. ALL OTHER LOOPS SHALL BE TYPE E PER CALTRANS STD PLAN ES-5B. RE-USE EXISTING D.L.C. IN PULL BOX AS DETERMINED BY THE TRAFFIC SIGNAL INSPECTOR. INSTALL NEW STUB-OUT IN PLACE PER CALTRANS STD PLAN ES-5D, CURB TERMINATION DETAIL, TYPE A.

SIGN NOTES:

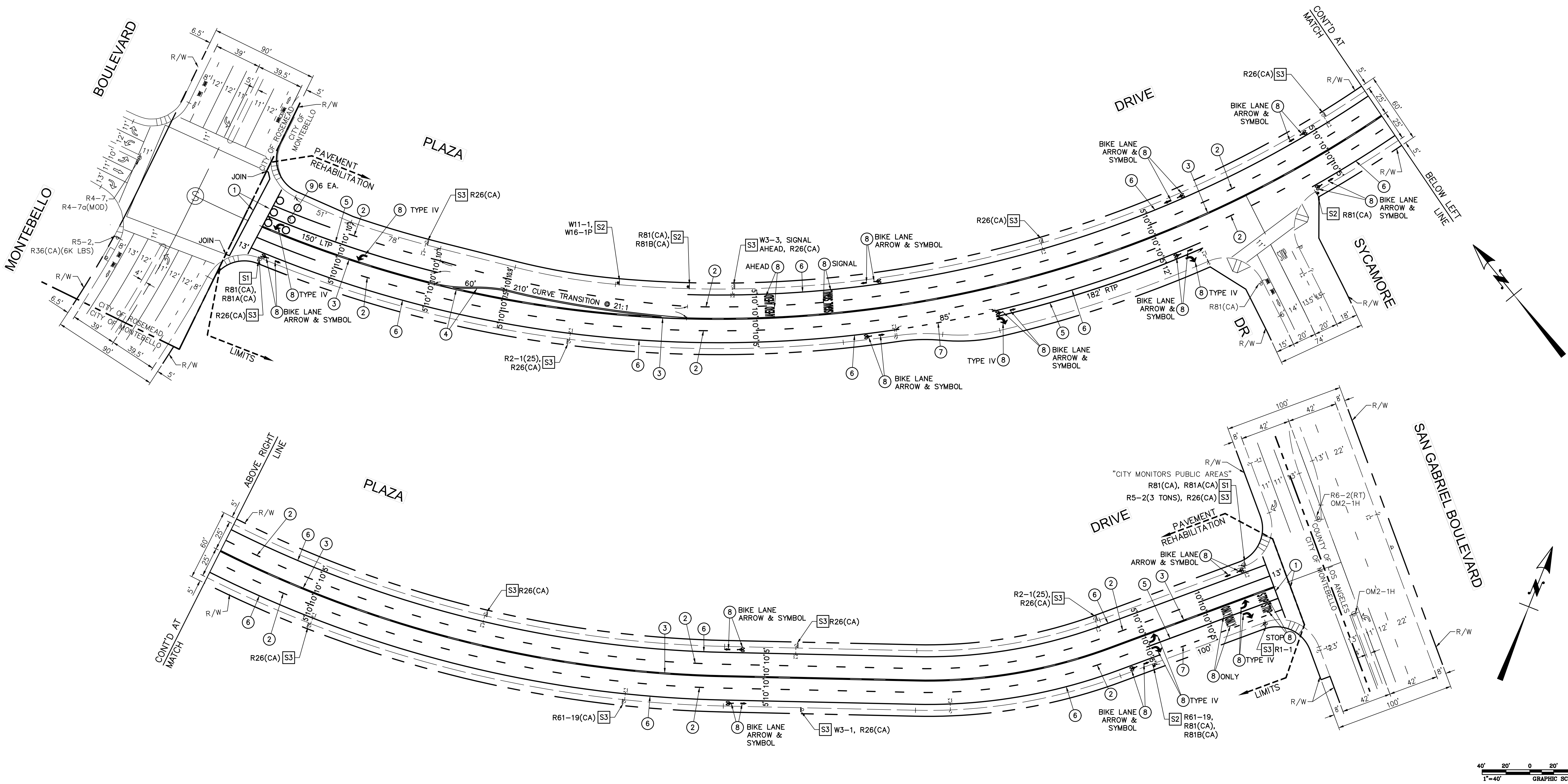
- S1 INSTALL SIGN ON EXISTING SIGN POST AS SHOWN.
S2 INSTALL SIGN ON NEW SIGN POST AS SHOWN.
S3 REMOVE EXISTING SIGN AND INSTALL NEW SIGN AS SHOWN.

LEGEND

- EXISTING STRIPING & MARKINGS TO REMAIN.
EXISTING STRIPING & MARKINGS TO BE REMOVED.
PROPOSED STRIPING & MARKINGS.
EXISTING SIGN AND POST.
EXISTING SIGN AND POST TO BE REMOVED OR RELOCATED.
PROPOSED SIGN AND POST.
S = SIGNALIZED INTERSECTION.
(CA) = CALIFORNIA SIGN CODE DESIGNATION.

SIGN LEGEND:

- R2-1(25) R5-2(3 TONS) R26(CA) R61-19 R81(CA) R81A(CA)
END R81B(CA) W11-1 W16-1
SHARE THE ROAD
BIKE LANE
BEGIN



J:\2024\000023177 MTB PLAZA DRIVE PAVEMENT REHAB\DESIGN\SIGNING & STRIPING\SS-1-PLAZA DR.DWG OLONG 12/31/2024 11:14 AM



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



DESIGNED BY: NPS
DRAWN BY: OL
CHECKED BY: GSC DATE: 11/19/24

CITY OF MONTEBELLO



ENGINEERING DIVISION

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT
SIGNING AND STRIPING PLAN
PLAZA DRIVE BETWEEN
MONTEBELLO BOULEVARD TO SAN GABRIEL BOULEVARD

SS-1

Sheet 4 of 4



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT

C.P. No. 917

SALVADOR MELENDEZ – MAYOR
GEORGINA TAMAYO – MAYOR PRO TEM
RIC ALONZO – COUNCILMEMBER
SCARLET PERALTA – COUNCILMEMBER
DANIELLE ROMERO - COUNCILMEMBER

RAUL ALVAREZ – CITY MANAGER

PROJECT SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202

Bid Opening (Electronic Bid through PlanetBids): April 23, 2025 at 11:00 A.M.

**City of Montebello
Office of the City Clerk
1600 W. Beverly Boulevard
Montebello, CA 90640**

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT

C.P. No. 917

IN THE CITY OF MONTEBELLO

BID SCHEDULE

- Bid Period - March 28, 2025 to April 23, 2025
- Questions or Request for Information - April 10, 2025 at 12:00 pm
- Bid Opening - April 23, 2025 at 11:00 am
- Award of Contract (Tentative) - May 14, 2025 City Council Meeting
- Commence Construction - June 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 April 23, 2025.

These Specifications have been prepared
under the direction of:

Cesar Roldan, Director of Public Works



**CITY OF MONTEBELLO
CALIFORNIA**

TO PROSPECTIVE BIDDERS:

The City of Montebello invites you to become a prospective bidder on one of its public projects. It is the City's intention to provide you with thorough and complete information regarding this project and to present an accurate description of the necessary work so that you may successfully bid and construct the project.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact the City Engineer's office at (323) 887-1200, ext. 462.

Cesar Roldan
Director of Public Works

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT

C.P. No. 917

IN THE CITY OF MONTEBELLO

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DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX “B”
PROJECT CONSTRUCTION SIGN	APPENDIX “C”
PROJECT LABOR AGREEMENT	APPENDIX “D”
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NOTICE INVITING BIDS
FOR
PLAZA DRIVE PAVEMENT REHABILITATION PROJECT
C.P. No. 917
IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites bids for the above stated project and will receive such bids **through PlanetBids ()** <https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839> by 11:00 A.M. on April 23, 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. It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), 2021 Standard Specifications for Public Works Construction “Greenbook” (referred to as Standard Specifications), 2023 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available through PlanetBids.

In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet through PlanetBids. Bids will not be accepted unless the bidder is on the Planholder’s List. All questions from plan holders must be sent through PlanetBids.

Questions: All questions related to this project prior to the opening of bids shall be submitted electronically and received **no later than 12:00 P.M. on April 10, 2025.**

PREVAILING WAGE:

Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of “public works” is found at Labor Code Section 1720, et seq.

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted electronically. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders must hold a valid California Class A Contractor’s License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **forty-five (45) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
PLAZA DRIVE PAVEMENT REHABILITATION PROJECT
C.P. No. 917
IN THE CITY OF MONTEBELLO

PROPOSAL FORMS

Bids shall be submitted directly through PlanetBids (<https://www.montebelloca.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 for all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Bids shall be submitted directly through PlanetBids (<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>) by 11:00 A.M. on April 23, 2025. It is the bidder's responsibility to ensure the bids have been successfully submitted through PlanetBids. Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the AGENCY's designated official prior to the bid-opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of the proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, telephonic, facsimile or electronic proposal, modification or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all bid amounts will be deemed and held to include any and all such applicable taxes.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans, Specifications, or other contract documents shall be called to the attention of the AGENCY and clarified prior to the submission of proposals.

EQUIVALENT MATERIALS

Although the bidder may believe that by use of a different material than that specified on/in the plans and specifications, a lower cost project/bid may result. The bidder is to bid the project on the basis of using the material(s) as named keeping in mind that all materials named herein by manufacturer is not to prohibit the bidder considering using in his bid what he considers to be an equal material except where the AGENCY has designated a sole product. Once the bids have been opened the successful Contractor may discuss with the AGENCY the use of another product; which may result in a determination by the AGENCY that the other product is equal and possibly that by the AGENCY allowing the use of the Contractor proposed equal that a change in the contract amount may result.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. Additionally, the AGENCY reserves the right to accept or reject any or all proposals, to waive any irregularity, and to make an award as may best serve the interests of the AGENCY.

SURETY BOND PERIOD

Surety Faithful Performance Bond shall be maintained for one (1) year after completion of project construction.

PROPOSAL
FOR
PLAZA DRIVE PAVEMENT REHABILITATION PROJECT
C.P. No. 917

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as “AGENCY” or “City”

In accordance with the City’s Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the City’s notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City’s option, be considered null and void.

BID PROPOSAL

FOR

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT

C.P. No. 917__

IN THE CITY OF MONTEBELLO

The undersigned declares that he has carefully examined the location of the proposed work, that he has examined the specifications and read the accompanying instructions to bidders, and hereby proposes to do all the work in accordance with said specifications for the amounts set forth below:

Construct improvements as reiterated above, located in the City of Montebello, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION (Not to exceed 10% of total of all other prime contract Bid Items)	1	LS		
2	TRAFFIC CONTROL (Not to exceed 8% of total of all other prime contract Bid Items)	1	LS		
3	STORM WATER POLLUTION PREVENTION (SWPPP) BMP'S	1	ALL	\$5,000.00	\$5,000
4	CONSTRUCTION SURVEY	1	LS		
5	FULL WIDTH COLD MILL, 3.5" DEPTH	90,840	SF		
6	CONSTRUCT 1.5" AC (TYPE B-PG 64-10) PAVEMENT	840	TON		

7	CONSTRUCT 2" ARHM-GG-C PAVEMENT OVERLAY	1,120	TON		
8	DOUBLE ADJUST MANHOLE TO GRADE	12	EA		
9	DOUBLE ADJUST GAS VALVE TO GRADE	2	EA		
10	TRAFFIC SIGNING, STRIPING AND MARKINGS	1	LS		
11	INSTALL VEHICLE DETECTOR LOOPS	6	EA		
12	REMOVE EXISTING AND INSTALL NEW VEHICLE LOOP DETECTOR STUB OUT	1	EA		
13	FURNISH AND INSTALL PROJECT CONSTRUCTION SIGNS	2	EA		
TOTAL AMOUNT BASE BID SCHEDULE IN FIGURES					

TOTAL AMOUNT BID IN WORDS _____

_____ Dollars

Bidder's Signature Title

Company Name

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

Bidder's List of subcontractor

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/public-works/contractor-registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number
				DIR Reg Number
Name: _____				
City, State				
Name: _____				
City, State				
Name: _____				
City, State				
Name: _____				
City, State				

Name: _____ City, State				
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REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

2. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

3. _____
Name and Address of Agency

Name and telephone number of person familiar with project

Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud,

bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in

connection with the bidding upon, award of, or performance of, any public works contract, as defined in

Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section

1100, including the Regents of the University of California or the Trustees of the California State

University. The term "bidder" is understood to include any partner, member, officer, director, responsible

managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Fill in description of contract)

Company

Name of Bidder

Signature of Bidder

Business Address

City State Zip Code

Subscribed and sworn to before me this ____ day of _____, 20__ __.

Notary Public in and for the County of

_____, State of California.

My Commission Expires _____, 20__ __.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. grant b. cooperative agreement c. loan d. loan guarantee e. loan insurance	2. Status of Federal Action: ☐ b. initial award c. post-award	3. Report Type: ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Note: The standard printed bid bond form of any bonding company acceptable to the City of Montebello may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Montebello are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

PLAZA DRIVE PAVEMENT REHABILITATION PROJECT

C.P. No. 917

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
PLAZA DRIVE PAVEMENT REHABILITATION PROJECT
C.P. No. 917
IN THE CITY OF MONTEBELLO

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space provided.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20__.

BIDDER _____

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

Signature of Contractor's Representative

Printed Name

Title

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

**CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT
(SAMPLE)**

THIS STANDARD PUBLIC WORKS AGREEMENT (“**AGREEMENT**”) is dated _____ for reference purposes only and is made and entered into by and between the CITY OF MONTEBELLO, a Municipal corporation (the “**CITY**”) and _____ (“**CONTRACTOR**”) whose address is _____.

SEC. 1. RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before _____ on _____ for the work of _____ (describe work), (“**PROJECT**”).

WHEREAS, on _____, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SEC. 2. CONTRACT DOCUMENTS.

A. The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

B. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any

6. Addendums
7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SEC. 3. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SEC. 4. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of _____, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

Sec. 4.1. Progress Payments

Progress Payments shall be made in accordance with section _____ of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contracts Code Section 20104.5. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

Sec. 4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price in proportion to the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished CITY with a release of all undisputed contract amounts, if required by CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

Sec. 4.3. Substitution of Securities.

Pursuant to Public Contracts Code Sec. 22300 CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

SEC. 5. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SEC. 6. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **forty-five (45) Working Days** from the commencement thereof.

SEC. 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SEC. 8. MISCELLANEOUS STATUTORY REQUIREMENTS

Sec. 8.1. Contractor License.

CONTRACTOR shall possess a california contractor's license type "A" or "C-12" for the performance of the Project.

Sec. 8.2. Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

Sec. 8.3. Compliance with SB 854 Registration.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department

of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Sec. 8.4. Trench and Pipeline Safety.

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

Sec. 8.5. Utility Relocation.

CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. CITY shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 8.6. Third Party Claims Notification.

The CITY shall timely notify the CONTRACTOR in writing of any third party claims relating to the Agreement.

Sec. 8.7. Unfair Business Practices Claims.

The CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the CITY renders final payment to the CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Sec. 8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Sec. 8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by

Labor Code Sec. 1771.4. The CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

Sec. 8.10. Employment of Apprentices.

Nothing in this Contract prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

Sec. 8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SEC. 9. PREVAILING WAGES

A. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at _____ and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SEC. 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

SEC. 11. BONDS.

A. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

B. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

SEC. 12. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

SEC. 13. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions. In addition, pursuant to the authority of California Public Contracts Code Section 7102, CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the sum of five hundred dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder

SEC. 14. DISPUTE RESOLUTION

Sec. 14.1. Claims of \$375,000 or Less

A. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contracts Code Sections 21040-21040.4. A summary of Sections 21040-21040.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with the CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

Sec. 14.2 Public Contracts Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contracts Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with CITY.
4. After meet and confer, a disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SEC. 15. TERMINATION.

Sec. 15.1. Termination for Convenience.

The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

Sec. 15.2 Termination for Default.

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

Sec. 15.3 Waiver of Remedies for any Breach.

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

SEC. 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within

said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SEC. 17. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

SEC. 18. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SEC. 19. AUTHORITY.

Any person executing this Contract on behalf of the CONTRACTOR warrants and represents that he or she has the authority to execute this Contract on behalf of the CONTRACTOR and has the authority to bind the CONTRACTOR to the performance of its obligations hereunder.

SEC. 20. ENTIRE CONTRACT.

This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the CITY and the CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

SEC. 21. ATTORNEY'S FEES AND COSTS.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for

investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORS' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: Director of Public Works / City Engineer

To CONTRACTOR: _____

SEC. 24. PROHIBITION AGAINST ASSIGNMENT.

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

SEC. 25. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

SEC. 26. COUNTERPARTS.

This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO	CONTRACTOR
By: _____ Mayor	By: _____
Date: _____	Date: _____
ATTEST:	_____
_____	By: _____
City Clerk	_____
APPROVED AS TO FORM	Date: _____
_____	_____
City Attorney	

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.

Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000);

A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least \$5,000,000 per accident for bodily injury and property damage.

3. Worker's Compensation.

CONTRACTOR shall carry and maintain worker's compensation in the amount of \$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Contract by CONTRACTOR. To the extent that CONTRACTOR utilizes any subcontractor for the performance of any part of the work under this Contract, CONTRACTOR shall require and assure that such subcontractor also carry and maintain

worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Contract.

4. Additional Insureds.

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Contract. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. Notice of Cancellation.

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to CITY and authorized to issue said policy in the State of California.

8. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall

be kept on file with the CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(Use of City Bond Form is Required)

EXHIBIT "B"

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Oblige, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its subcontractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This document is signed by the respective parties on the dates next to their names.

By: _____

Date: _____

Title:

By: _____

Date: _____

Title: _____

--OR--

State of California)
)
County of)

On _____ before me, _____ (here insert name and title of the officer), personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal) _____

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of MONTEBELLO (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not

exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On _____ before me, _____ (here insert name and title of the officer), personally appeared

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____ (Seal)

City Attorney

APPENDIX “A”
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR
PLAZA DRIVE PAVEMENT REHABILITATION PROJECT

SUPPLEMENTS AND MODIFICATIONS TO
THE 2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC)

THE 2023 CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)
STANDARD SPECIFICATIONS

AND

THE 2014 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
(2014 CA MUTCD) (Revision 8)

SUPPLEMENTS AND MODIFICATIONS TO
THE 2021 STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC)

PART 1 – GENERAL PROVISIONS

The work required to be performed for the completion of the Project shall be performed in accordance with the Standard Specifications for Public Works Construction (SSPWC), 2021 Edition, in so far as the same applies to the Project, the Standard Plans and the Contract Documents.

For the purposes of this Project, Part 1 of the SSPWC, is amended as follows:

SECTION 1 – GENERAL

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 and third sentences of the third paragraph of Subsection 1.7.2 of the Standard Specifications are hereby deleted and replaced with the following:

The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

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.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS

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 AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with the State Business and Professions Code. The Contractor shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

The Contractor shall pay all costs incurred by the permit requirements.

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

3-7.1 General.

The following is added to this subsection:

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.

3-10 SURVEYING

3-10.1 General

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as required for layout of the work and the resetting of all disturbed monuments.

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) year 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

5-1 LAW AND REGULATIONS

The following is hereby added to this subsection of the Standard Specifications:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-3 LABOR

5-4 INSURANCE

5-4.2 General Liability Insurance

The liability insurance coverage values are hereby amended to be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$2,000,000
Product/Completed Operations Hazard	\$5,000,000
Comprehensive Automobile Liability	\$5,000,000
Contractual General Liability	\$1,000,000
Worker's Compensation	Statute

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. A pro forma copy of the policy(s) shall be submitted to the City. A certificate of endorsement naming the City and its Agents as additional insured identifying the coverage limits, dates of coverage insurance provided and project number is required.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-3 TIME OF COMPLETION

6-3.1 General

The following is hereby added to this subsection of the Standard Specifications:

All construction work is to be completed within **forty-five (45) working days**.

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. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value is hereby amended to be \$500.00 per day.

SECTION 7 – 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.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Surety's eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

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.

Add the following section:

7-6 PAYMENT ITEMS

7-6.1 Bid Item No. 1 – Mobilization (Not to exceed 10% of total of all other Prime Contract Bid Items)

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 equipments and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of Section 300-1 of the standard specifications.

Payment for Bid Item No. 1 - Mobilization shall be included in the **Lump Sum (LS) Price** base is 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 10% of the total of all other Prime Contract Bid Items.

7-6.2 Bid Item No.2 – Traffic Control

The Contractor shall provide and maintain all construction area traffic controls in accordance with Part 6 of the Standard Specifications, 2014 California Manual of Uniform Traffic Control Devices (CA MUTCD)(Rev. 8), these Special Provisions, and as noted herein.

Payment for **Bid Item No. 2 - Traffic Control** shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation and include but not limited to, providing safe traffic control, 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, the Cities of Montebello and Rosemead and the County of Los Angeles; and complying with the requirements specified in those licenses and permits and these specifications, coordination, field office facility, furnishing all labor, materials, tools, equipment and incidentals and for doing all the traffic control related work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as specified in the Standard Specifications and these specifications, and as directed by the Engineer; and incidentals necessary to perform all related items of work. The lump sum price shall also include steel plates and temporary AC including installation and removal; all associated temporary signing and striping; flashing arrow signs; portable changeable message boards; flagging and/or flagmen costs; barricades with working flashing beacons for night work; tree light towers for night work; written project notifications; and no additional compensation shall be made.

Monthly progress payments for traffic control will be paid for based on completed working days for the month. Cost per day of traffic control is determined by the Contractor's bid amount for traffic control divided by the number of working days for the entire project.

7-6.3 Bid Item No. 3- Storm Water Pollution Prevention (SWPPP) Best Management Practices (BMP)

This Work includes implementing a Storm Water Pollution Prevention Plan (SWPPP) Best Management Practices (BMP) for the Project. The Work shall comply with the requirements of

Section 3-12.6 “Water Pollution Control” of the Standard Specifications and these Special Provisions.

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 **Bid Item No. 3 - Storm Water Pollution Prevention Plan** shall be paid for at the contract unit price per **Allowance (ALL)** as shown in the bid schedule and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in installing, constructing, maintaining, removing, and disposing of water pollution control practices, including waste and non-storm

water management practices as specified in these Technical Specifications, and as directed by the Engineer and therefore no additional compensation shall be made.

7-6.4 Bid Item No. 4 – Construction Survey

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or a Civil Engineer duly licensed to perform land surveying.

Reestablish Survey Monument and Centerline ties as shown on Contract drawings and as disturbed in the field shall conform to Standard Specification for Public Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies thereof filed with the City of Montebello Engineer and the County Surveyor. This work will include all reestablishment of all monuments that are disturbed through the course of completing this project.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets. A copy of each corner record shall be provided to the City Engineer after filing with the County.

Construction Staking consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Staking shall conform to the Standard Specification Section 2-9. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City Engineer-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Control for construction of reinforcing steel, concrete work, and structural steel work.
7. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.

City Engineer reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City Engineer exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City Engineer prior to beginning work that requires their use.

Prior to completion of Project and when requested by City Engineer, Contractor shall submit a copy of project drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses.

Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to City Engineer any temporary control points as necessary due to construction activity. The Contractor shall notify City Engineer of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City Engineer's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City Engineer. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City Engineer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Surveyor/Engineer retained by the Contractor until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City Engineer at City Engineer's discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the Caltrans Survey Manual. Contractor shall set finish grades at a maximum of 25-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be Contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to City Engineer loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to City Engineer.

Payment for Construction Survey shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no additional compensation will be allowed therefor. Contractor shall submit electronic files of surveys conducted for Progress Payments with each Pay Request.

7-6.5 Bid Item No. 5 – Full Width Cold Mill (3.5” Depth)

Cold milling shall conform to the provisions of Section 302-1 of the Standard Specifications for Public Works Construction. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth required for the placement of new pavement as shown on the plans or, as directed by City Engineer. All work shall be completed in accordance with lines and grades, and typical cross-sections shown on the drawings. Any extra cold milling beyond the shown limits not approved by the City Engineer shall be at the Contractor's expense.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements, protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replace as called out in Section 7-9 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete (AC) pavement to facilitate its removal. Any sawcutting shall be accomplished by the use of a power-driven saw to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

During the cold milling operation, the Contractor shall remove all loosened materials from milled areas, haul away and dispose of them at a legal site as specified in Sub-section 300-1.3 of Standard Specifications for Public Works Construction and submit evidence of the proper disposal to the City Engineer. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Crack Sealing (Not a Bid item)

After the completion of the cold milling operation, ¼” **wide** cracks and larger shall be cleaned by hot air blowing to provide intact bonding surfaces which are free of moisture and debris. After the cracks have been properly cleaned, they shall be sprayed with an approved soil sterilant, and then filled with SS-1H asphaltic emulsion and sanded. Cracks and pop-outs **larger than 1” wide** shall be sealed with a D2-SC-800 stockpile mix.

Payment for Bid Item No. 5 – Full Width Cold Mill (3.5” Depth) shall be paid for on a **Square Foot (SF)** and considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of asphalt concrete materials excavated or grinded, grade for the base, crack sealing, compaction and no additional compensation will be allowed therefore.

7-6.6 Bid Item No. 6 – Construct 1.5” AC (TYPE B-PG 64-10) Pavement

The Contractor shall be responsible for removing all vegetation from the roadway surface and edge of pavement and sweeping in advance of the overlay operation. The Contractor shall be responsible for furnishing and placing asphalt emulsion tack coat in advance of the overlay as provided in Section 302-5, "Asphalt Concrete Pavement," and Section 302-2.4, "Emulsified Asphalt," of the Standard Specifications for Public Works Construction and these Specification.

This Bid Item includes all labor, materials, and equipment required to prepare pavement for receiving overlay. This includes removing all vegetation from the edge of pavement, sweeping and washing the pavement if required, in advance of the any overlay operation. Also see section "Traffic Striping and Pavement Markings" found elsewhere in these specifications.

A tack coat shall be applied to all concrete or gutter surfaces that will be in contact with the asphalt surfacing and to the compacted subgrade prior to the placement of base course asphalt.

All work shall conform to Section 302-5 and 400-4 of the "Standard Specifications for Public Works Construction" and these Special Provisions.

All materials are subject to testing by the project soil engineer hired by the City.

Asphalt concrete shall be Type **B-PG 64-10 for base** leveling course. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. (All tack coat overspray on gutter lip shall be removed.)

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description
Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:
 - A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
 - B. Free from water.
 - C. Homogeneous.
2. Materials
 - A. General

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) "Certification Program for Suppliers of Asphalt." Caltrans maintains the program requirements, procedures, and a list of approved suppliers at: <http://www.dot.ca.gov/hq/esc/Translab/fpmcoc.htm>.

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt. The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

B. Grades

Performance graded (PG) asphalt binder shall be PG 64-16 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T48	230	230	230	230	230
Solubility, Minimum % ^b	T44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa’s	T316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test ^c , Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R28	100	100	100	100	100
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G* sin(delta), kPa	T315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

- a. Recommended as asphalt rubber base stock for high mountain and high desert area.
- b. The Engineer may waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- c. The Engineer may waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. The sample will be tested at 3°C higher if it fails at the specified test temperature. $G^*\sin(\delta)$ shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- f. "PAV" means Pressurized Aging Vessel.

C. Sampling

The Contractor's asphalt supplier shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm (30 inches) above the platform. The supplier shall provide a receptacle for flushing the sampling device. The sampling device shall include a valve:

- 1) With a diameter between 10 and 20 mm.
- 2) Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.
- 3) Maintained in good condition.
The Contractor's supplier shall replace failed valves.
In the presence of the City Engineer, the Contractor's supplier shall take 2 one-liter samples per operating day. Round friction top containers with one-liter capacity for storing samples shall be provided.

D. Applying Asphalt

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, "Liquid Asphalts."

The Contractor shall apply paving asphalt at a temperature between 120°C and 190°C. The City Engineer will determine the exact temperature of paving asphalt.

At all locations where new asphalt concrete pavement is joining existing asphalt pavement, the Contractor shall sawcut or cold mill existing pavement to provide straight neat lines and place the new asphalt concrete to form a smooth transition.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations.

Initial or breakdown compaction shall consist of a minimum of three roller passes coverage of a layer of asphalt mixture. A pass shall be a movement of a roller in both directions over the same

path. Coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material in accordance with good rolling practice shall be considered a part of the coverage being made and not a part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started. Pneumatic rollers shall not be used without prior approval of the City Engineer. The top AC layer of each lane, once commenced, shall be placed without interruption.

Measurement

The quantities of the Asphalt Concrete (AC) to be paid for will be measured by the actual tonnage (tons) of material and no additional compensation will be allowed therefor. The Contractor shall furnish to the City Engineer at the time of delivery of the material on the job site a legible copy of a licensed Weighmaster's certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

Payment for Bid Item No. 6 – Construct 1.5” AC (TYPE B-PG 64-10) Pavement shall be per the unit price bid per **TON** and shall include full compensation for all surface preparation, including crack cleaning and sealing, soil sterilant, furnishing all labor, materials, tools, equipment, tack coating, hauling, spreading, grading, compacting, disposing, and incidentals for doing all the work involved complete in place.

The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders.

Temporary asphalt concrete work where required by the City Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

7-6.7 Bid Item No. 7 – Construct 2” ARHM-GG-C Pavement Overlay

Asphalt rubber hot mix (ARHM) pavement overlay shall conform to the provisions in Section 203-11 of the Standard Specifications, these Special Provisions, and the Plans. Depth as indicated on the plans.

Payment for **Bid Item No. 7- Construct 2” ARHM-GG-C Pavement Overlay** shall be paid for at the contract unit price per **TON** and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, surface preparation, compaction and incidentals, and for doing all the work involved in overlaying new ARHM-GG pavement complete in place. No additional compensation shall be allowed.

7-6.8 Bid Item No. 8 – Double Adjust Manhole To Grade

This Bid Item shall include all labor, equipment and materials to adjust existing sewer/storm drain/utility manholes/vault covers within the project limits to match finished grade if required. The work shall be performed in accordance with the provisions of Subsection 301-1.6 and

Subsection 302-5.8 of the Standard Specifications for Public Works Construction and per Standard Plans for Public Works Construction.

All existing covers that can be lowered and raised shall be lowered **prior** to removal of AC and adjusted to finished grade by the Contractor or by the Utility Owner for the Contractor. For utility frames and covers under the jurisdiction of Verizon, AT&T, Edison, Los Angeles County Flood Control District, Los Angeles County Sanitation Districts, and County Sewer Maintenance Districts, the Contractor shall contact these organizations to arrange for adjustment of their respective facilities a **minimum of two (2) working days prior** to cold milling/paving operations in accordance with **Section 301-1.6** of the Standard Specifications.

The adjustment of existing manholes to finished grade shall be performed after finish paving. The removal or addition of grade rings shall be required to facilitate adjustment. Frame and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

Payment for Bid Item No. 8 – Double Adjust Manhole To Grade shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor. Where the manhole frame and cover is performed by the utility owner, no compensation will be made to Contractor.

7-6.9 Bid Item No. 9 – Double Adjust Gas Valve to Grade

This bid item shall include labor, material, and equipment to double adjust (lower prior to paving and raise after paving) valve box, frame, pipe risers, and covers to new grade. The work shall be performed in accordance with the provisions of Section 402 of the Standard Specifications, these Special Provisions, and the Plans. This work shall also include necessary coordination with Southern California Gas Company including scheduling of inspections and compliance with inspector field notes and recommendations.

Payment for Bid Item No. 9 - Double Adjust of Gas Valve to Grade shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation and include but not limited to, furnishing all labor, materials, tools, equipment, coordination with Southern California Gas Company (SCG), SCG inspection costs, and incidentals and for doing all the work involved complete in place. No additional compensation shall be allowed.

7-6.10 Bid Item No. 10 – Traffic Signing, Striping and Markings

This work shall consist of removing and installing signage, pavement striping, pavement markings, and raised pavement markers as shown on the plans and as directed by the Engineer. Signing, striping, pavement markings and raised pavement markers shall conform to Section 82 and 84 of the Caltrans Standard Specifications, these Special Provisions and the Plans. Size of

all new signs shall comply with the 2014 CA MUTCD, Revision 8 for the type of road classification.

Payment for **Bid Item No. 10 – Traffic Signing, Striping and Markings** shall be at the contract bid unit price per **Lump Sum (LS)** and shall include full compensation and include but not limited to, furnishing all labor, material, tools, equipment, and incidentals for doing the work involved in removing and installing traffic signs (including posts), and removing and installing striping, pavement markings, curb markings and raised pavement markers complete in place. Material includes but is not limited to signs, posts, concrete footings, rebar, fasteners, adhesives, glass beads, thermoplastic material, and paint. No additional compensation shall be allowed.

7-6.11 Bid Item No. 11 – Install Vehicle Detector Loops
Bid Item No. 12 – Remove Existing and Install New Vehicle Loop Detector Stub Out

Detector loops shall conform to the provisions of Sections 86 and 87 of the Caltrans Standard Specifications and these Special Provisions and the Plans.

Front vehicle detector loops shall be bicycle loops per Los Angeles County Public Works Bicycle/Vehicle Loop Detector Installation Standard Plan. All other loops shall be Type E per Caltrans Standard Plan ES-5B.

Curb termination detail and loop detector configuration shall be as shown on the plans. The end terminating in the controller cabinet shall have the space terminals crimped and soldered to secure connection to terminal and/or splices.

Detector loop slots shall be cut deep enough to have a minimum cover of one inch over the top conductor. Slots must be wide enough to place insulated wire without the use of force to insert. Water shall be used to clean out slots.

Sealant for inductive loops shall conform to the provisions as specified in Section 86-1.02W and 87-1.03W of the Caltrans Standard Specifications, except that hot melt rubberized asphalt sealant shall not be used.

It shall be the responsibility of the Contractor to layout and mark the pavement surface for all detector loop installations. Loop layouts shall be approved by the Engineer 48 hours prior to installation. As directed by the Engineer, loop lead-in cable and loop wire leads shall be marked to identify the lane of detection served. Loop detector shall be installed within seven working days after the final paving is completed.

The Contractor shall test the detection with a motor-driven cycle; as defined in the California Vehicle Code, which is licensed to street use by the California Department of Motor Vehicles. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the sensor will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response to detection area of the detector, at not less than 3 miles

per hour or more than 7 miles per hour. The detector shall provide an indication in response to this test.

The Contractor shall coordinate with the City's traffic signal technician and City Traffic Engineer to remove the traffic signal from re-call operation and verify full operation per the record traffic signal plan.

Payment for **Bid Item No. 11 – Install Vehicle Detector Loops** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for all labor, material, tools, equipment, testing, and incidentals, and for doing all the work involved in installing vehicle detector loop. No additional compensation shall be allowed.

Payment for **Bid Item No. 12 - Remove Existing and Install New Vehicle Loop Detector Stub Out** shall be paid for at the contract unit price per **Each (EA)** and shall include full compensation for all labor, material, tools, equipment and incidentals, and for doing all the work involved in installing vehicle loop detector stub out, including removal of the existing loop detector stub out. No additional compensation shall be allowed.

7-6.12 Bid Item No. 13 – Furnish and Install Project Construction Signs

This work shall consist of furnishing and installing construction project signs as directed by the Engineer. Installing construction signs shall conform to the requirements of the Caltrans Standard Specifications and Section 3-11 of the Standard Specifications, and these Special Provisions. Contractor shall provide an electronic layout of the construction project sign to the city for review and approval. Contractor shall defer to Appendix C -Project Construction Signs for sign specifications, dimensions, colors and layout.

Payment for **Bid Item No. 13 - Furnish and Install Project Construction Signs** shall be at the contract bid unit price per Each (EA) and shall include full compensation and include but not limited to, furnishing all labor, material, tools, equipment, and incidentals for doing the work involved in installing construction signs (including posts) complete in place. No additional compensation shall be allowed.

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.

PART 2 – CONSTRUCTION MATERIALS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 2 of the Standard Specifications for Public Works Construction.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-3 EXPANSION JOINT FILLER AND JOINT SEALANTS

201-3.7 Type “D” Joint Sealant (Hot-Poured Rubber-Asphalt Joint Sealant)

Add the following:

After cold milling and prior to the placing of new asphalt, cracks greater than 1/4" will be routed, cleaned and filled with hot asphalt rubber joint and crack sealant. The pavement surface should be warm, dry, and free of any dust, dirt, and deleterious material before applying the crack sealant. The Contractor shall submit for approval the material they intend to use for crack sealant two (2) weeks prior to its incorporation into the work.

Sealant shall be topped off where settling occurs. Depressed areas adjacent to cracks shall be filled to road level by use of a straight squeegee. Excess material shall be leveled off at all cracks.

Sealant shall be applied according to manufacturer's specifications, using the manufacturer's recommended equipment. Manufacturer's specifications and equipment recommendations shall be furnished to the Engineer prior to construction.

SECTION 203 – BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General

Add the following:

All materials are subject to testing by the City.

Asphalt concrete pavement shall be Type B-PG 64-10. The asphalt concrete mix design and material list and source shall be submitted to the Engineer for approval a minimum of ten (10) working days prior to use.

203-11 ASPHALT RUBBER HOT MIX (ARHM)

203-11.1 General

Add the following:

ARHM shall be type ARHM-GG.

SECTION 214 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

214-1 GENERAL

Replace the entire section with the following:

Traffic signs, striping, pavement markings, and raised pavement markers, shall conform to Sections 82 and 84 of the Caltrans Standard Specifications and these Special Provisions.

214-6 PAVEMENT MARKERS

214-6.1 Types of Markers

Replace the first sentence of the first paragraph with the following:

Pavement markers shall conform to the following types as shown on Caltrans Standard Plans A20A through A20D.

Add the following:

The type or types to be installed shall be those required as shown on the respective “detail” on Caltrans Standard Plans A20A through A20D.

214-6.3 Non- Reflective Pavement Markers

214-6.3.1 General.

Replace the first sentence with the following:

Non-reflective pavement markers shall be either ceramic or plastic.

214-6.3.3 Plastic Non-Reflective Pavement Markers.

Replace the entire subsection with the following:

Plastic non-reflective pavement markers shall be either polypropylene or ABS plastic.

214-6.4 Retroreflective Pavement Markers

214-6.4.1 General.

Replace the second sentence of the first paragraph with the following:

The exterior surface of the shell shall be smooth and the marker shall contain 1 or 2 methyl methacrylate prismatic reflector faces of the number, geometry, and color shown for the respective type on Caltrans Standard Plans A20A through A20D and as shown on the Plans.

Replace the first sentence of the sixth paragraph with the following:

The color of the reflector faces, when illuminated by the white light from a sealed-beam automobile headlight as defined in the Society of Automotive Engineers (SAE) Standard J 578, shall be clear, yellow, blue, or red color as shown for the respective type on Caltrans Standard Plans A20A through A20D.

214-7 ADHESIVES FOR PAVEMENT MARKERS

214-7.1 General

Replace the last sentence of the first paragraph with the following:

The type of adhesive to be applied shall be either rapid-set epoxy, standard-set epoxy, or hot-melt bituminous except as follows:

- a) pavement markers applied in pavement recesses shall be applied with hot melt bituminous adhesive, and
- b) epoxy adhesive shall not be used to apply plastic non-reflective pavement markers.

Add the following section:

SECTION 219 - TRAFFIC SIGNING

219-1 GENERAL

All signing shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), 2014 edition (revision 8).

219-1.2 Submittals

The Contractor shall submit shop drawings for signs and sign post materials to the Engineer in accordance with subsection 3-8.

The Contractor shall, at the end of the project, submit an electronic sign inventory table in accordance with subsection 315-1.7.

219-2 SIGNS

219-2.1 Material

219-2.1.1 Metal

The base metal shall be new aluminum alloy single-sheet stock of 6061-T6 or 5052-H38, conforming to ASTM Specification, B209-02, and shall be free of all corrosion and dirt. The thickness shall be either 0.063-inches or 0.080-inches.

Sign panels shall be free of buckles, warps, dents, cockles, burrs, and defects resulting from fabrication. The surface of all sign panels shall be flat.

219-2.1.2 Sheeting

1. ASTM Types III & IV, High-Intensity Prismatic sheeting shall be used on all warning, guide, and regulatory signs (except mast arm regulatory, critical warning signs such as horizontal alignment, advisory speed, speed reduction, and W4-2, W9-1, and W14-3 of the merging and passing category signs).
2. ASTM Type XI, Diamond-Grade DG3 sheeting shall be used on all mast arm street name, ground mounted street name, and mast arm regulatory signs.
3. ASTM Type XI, Diamond-Grade DG3 fluorescent-orange sheeting shall be used on all temporary traffic control signs.
4. ASTM Type XI, Diamond-Grade DG3 fluorescent-yellow sheeting shall be used on all critical warning signs such as horizontal alignment, advisory speed, speed reduction, and W4-2, W9-1, and W14-3 of the merging and passing category signs.
5. ASTM Type XI, Diamond-Grade DG3 fluorescent yellow green shall be used on all pedestrian crossings, bicycle crossings, and school zones.

219-2.2 Sign Identification

All signs shall be properly marked with an ID legend.

An identification legend reading: "CITY OF MONTEBELLO," shall be placed on the back of the sign. The identification shall be placed near the right-hand edge of the sign viewed from the rear and in an area not obscured by frame member or sign post. The identification legend shall be a minimum of 1-inch in height. The method of application shall receive prior approval by the Agency.

219-2.3 Anti-Graffiti

All signs shall be produced with premium anti-graffiti film and shall be marked with a "G2", on the bottom margin of the sign before applying the film.

219-2.4 Panel Size and Thickness

Diamond shape less than 48"x48"x.063" no frame; 48"x48"x.080" no frame; 60"x60", 72"x72", and 96"x96"x.080" with frames.

Rectangle shape with length up to 47"x.063" no frame; 48" to 55"x.080" no frame.

Panel sizes shall be per the California MUTCD, 2014 Edition (revision 8).

219-3 SIGN POSTS.

219-3.1 General

219-3.2 Material

Steel posts shall conform to the Standard specification for hot rolled carbon sheet steel, structural quality, ASTM designation A1011, Grade 50. The average minimum yield strength after cold forming shall be 60,000 psi.

219-3.2.1 Shape

The cross section of the post shall be square tube formed of 10 gauge and 12 gauge steel, carefully rolled to size, and shall be welded directly in the corner by high frequency resistance welding and externally scarfed to agree with corner radii.

219-3.2.2 Finish

Signposts shall be manufactured from hot-dipped galvanized steel conforming to ASTM A653, G90, structural quality, Grade 50, Class 1. The corner weld shall be zinc coated after the scarfing operation. The steel shall also be coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and exterior of the post shall be galvanized.

219-3.2.3 Cross Section

Perforated sign posts shall be one or more of the following sizes:

<u>Size</u>	<u>U.S.S. Gauge</u>	<u>Weight(lbs/foot)</u>
1 ½" x 1 ½"	12	1.70
1 ¾" x 1 ¾"	12	2.06
2" x 2"	12	2.42
2 ¼" x 2 ¼"	12	2.77
2 ½" x 2 ½"	12	3.14
2 ⅜" x 2 ⅜"	10	3.43
2 ½" x 2 ½"	10	4.01
3" x 3"	7	6.91

219-3.2.4 Holes

Holes shall be 7/16 inch in diameter $\pm 1/64$ inch on 1 inch centers on all four sides down the entire length of the post. On square tubing, holes shall be on centerline of each side in true alignment and opposite each other directly and diagonally.

219-3.2.5 Length

The length of each post shall be 12 feet $\pm 1/4$ " inch.

219-3.2.6 Telescoping Properties

The finished posts shall be straight and have a smooth, uniform finish. Consecutive post sizes shall be capable of a slip fit (telescoping) for not less than ten feet of their length without the necessity of matching any particular face to any other face. All holes and ends shall be free from burrs and ends shall be cut square.

219-3.2.7 Tolerances

Tolerances on outside sizes:

<u>Nominal Outside Dimensions</u>	<u>Outside Tolerances at All Sides at Corners</u>
1 1/2" x 1 1/2"	$\pm .006$ "
1 3/4" x 1 3/4"	$\pm .008$ "
2" x 2"	$\pm .008$ "
2 1/4" x 2 1/4"	$\pm .010$ "
2 1/2" x 2 1/2"	$\pm .010$ "
2 3/16" x 2 3/16"	$\pm .010$ "

Measurements from outside dimensions shall be made at least 2" from the end of tube.

Wall Thickness Tolerances: The permissible variation in wall thickness is $+.011$ ", $-.005$ ".

Convexity and Concavity. Measured in the center of the flat sides, tolerance in $\pm .010$ ", determined at the corner.

Squareness of Sides and Twist:

Nominal Outside Dimensions	Squareness Tolerance	Twist Permissible in 3' Length
1 1/2" x 1 1/2"	$\pm .009$ "	.050"
1 3/4" x 1 3/4"	$\pm .010$ "	.062"
2" x 2"	$\pm .012$ "	.062"
2 1/4" x 2 1/4"	$\pm .014$ "	.062"
2 1/2" x 2 1/2"	$\pm .015$ "	.075"
2 3/16" x 2 3/16"	$\pm .014$ "	.062"

Straightness Tolerance. Permissible variation in straightness is 1/16" in 3 feet.

Corner Radii. Standard outside corner radius shall be 5/32" $\pm$ 1/64".

219-3.3 Hardware

219-3.3.1 Drive Rivets

The drive rivets shall be made such that they can be used for fastening a wide variety of materials as a through fastener, clinching behind metal sheets, or fastening blind into wood and other materials of low density. The drive rivets shall be tamper proof and shall have multi-grip capability.

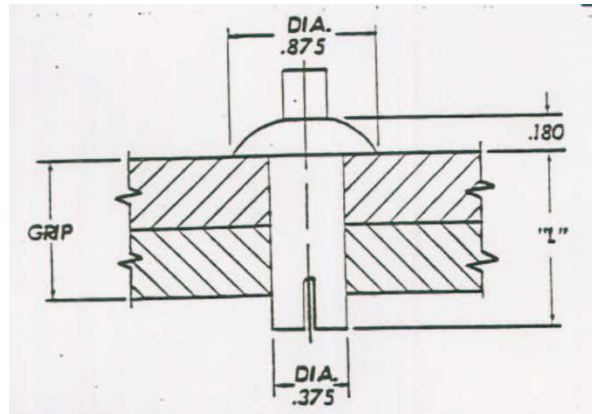
The drive rivets shall be easily installed using a common hammer or a small, lightweight pneumatic riveting hammer. Three blows of the set shall be sufficient to drive the pin easily and quickly. Drive rivets shall be removed by driving the pin through with a nail or punch. The rivet shall then be removed by prying under the head with a screwdriver or the head drilled or sheared off.

Drive rivets shall meet the following dimensions:

Head Diameter: 0.875"

Pin Diameter: 0.375"

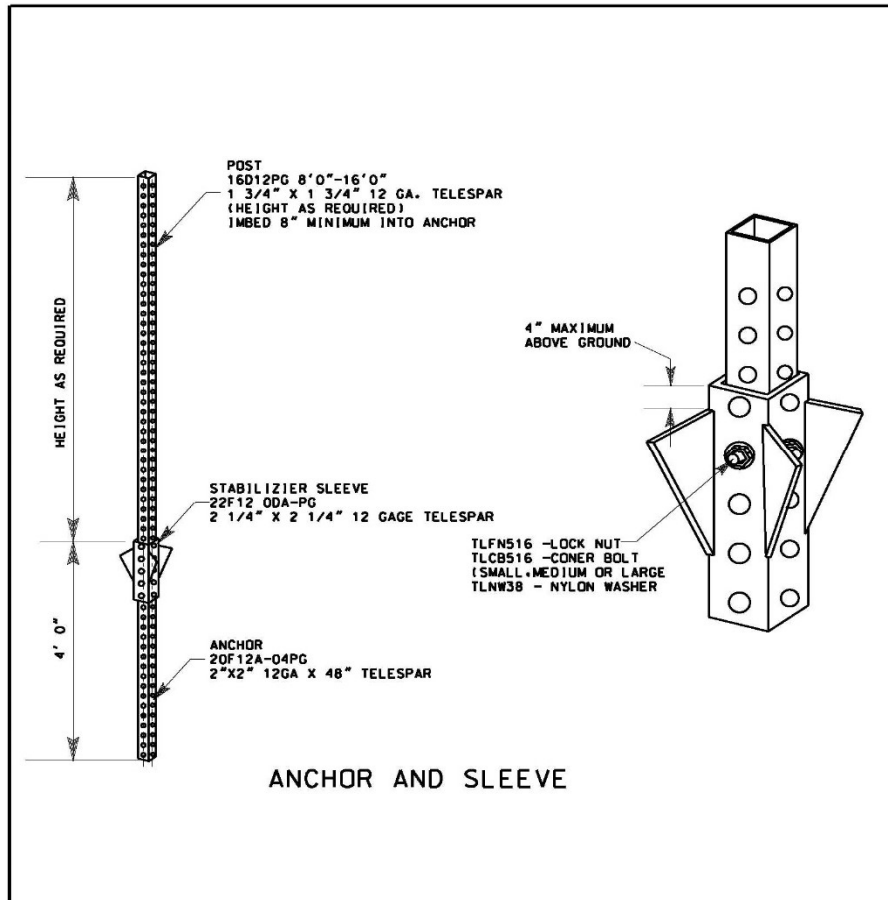
Head Thickness: 0.180"



The entire rivet shall be made of steel.

219-3.3.2 Multi-Directional Stabilizer Sleeve

The stabilizer sleeves shall meet the following and be available in various sizes to match the sign post.



PART 3 – CONSTRUCTION METHODS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 3 of the Standard Specifications for Public Works Construction.

SECTION 302 – ROADWAY SURFACING

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General

Add the following:

Asphalt concrete base course shall be of the thickness as shown on the plans.

Base course asphalt shall be placed on the prepared subgrade by approved spreading devices, which will deposit a uniform layer of materials. Surface course shall be placed in one lift with an approved self-propelled asphalt paver. Any surface irregularities will be corrected in the aforementioned manner as directed.

If in the opinion of the Engineer, a satisfactory riding surface cannot be attained on the surface course, the Contractor shall be required to spot dump, grade, and roll or heat and plane off asphalt concrete following placement of base course to the satisfaction of the Engineer.

Automatic screed control system with minimum 30 feet long ski device shall be used. The ski device shall be a rigid one-piece unit and entire length shall be utilized in activating the sensor.

Tarpaulin shall be used to cover all loads when directed by the Engineer.

In lieu of the Standard Specifications in place, density shall be achieved by utilizing the compaction method as specified in Section 39-2.01C(2) of the Caltrans Standard Specifications, as modified as follows and no compaction testing will be required.

A pass shall be one movement of a roller in either direction. Coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to insure compaction without displacement of material in accordance with good rolling practice, shall be considered to be part of the coverage being made and not part of a subsequent coverage. Each coverage shall be completed before subsequent coverages are started.

Rolling shall commence at the lower edge and shall progress toward the highest portion, except when compacting layers which exceed 0.25 foot in compacted thickness and if directed by the Engineer, rolling shall commence at the center and shall progress outwards.

All other asphalt concrete and asphalt concrete base shall be compacted as follows:

Initial or breakdown compaction shall consist of 3 coverages of a layer of asphalt mixture and shall

be performed with a 2-axle or 3-axle tandem or a 3-wheel roller weighing not less than 12 tons. Where the thickness of the layer of asphalt mixture is less than 0.15 foot, fewer coverages than specified above may be ordered by the Engineer if necessary to prevent damage to the layer being compacted.

The initial or breakdown compaction shall be followed immediately by additional rolling consisting of 3 coverages with a pneumatic-tired roller. Coverages with a pneumatic-tired roller shall start when the temperature of the mixture is as high as practicable, preferably above 180°F., and shall be completed while the temperature of the mixture is at or above 150°F.

Each layer of asphalt concrete and asphalt concrete base shall be compacted additionally without delay by a final rolling consisting of not less than one coverage with a steel-tired roller weighing not less than 8 tons. A separate finish roller will be required, except as otherwise provided for low rates of production. Rolling shall be performed so that cracking, shoving or displacement will be avoided.

Rolling, where 3-axle tandem rollers may be used and shall be under the control of the Engineer, but in general, no 3-axle tandem roller shall be used in rolling over a crown or on warped sections when the center axle is in the locked position.

After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and hardened and in no case less than 6 hours.

No alternative compacting equipment will be approved. Upon completion of rolling operations, if ordered by the Engineer, the asphalt concrete or asphalt concrete base shall be cooled by applying water. Applying water shall conform to the provisions in Section 10-6 of the Caltrans Standard Specifications.

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Any ridges, indentations or other objectionable marks left in the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

When a straight edge 12-feet long is laid on the finished surface and parallel with the centerline, the surface shall not vary more than 0.01 foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a straight edge 12 feet long laid in a direction transverse to the centerline and extending from edge to edge of a 12-foot traffic lane.

Pavement thickness shall be as indicated on the Plans. The joints between old and new pavements or between successive days' work shall be carefully made in such manner as to ensure a continuous bond between old and new sections of the course. Edges of existing pavement shall be exposed and cleaned and edges cut to straight, vertical surfaces. All joints shall be painted with a uniform coat of tack coat before the fresh mixture is applied.

The tack coat between overlays or between overlay and existing pavement shall be an RS-1 undiluted emulsified asphalt product. Tack coat shall be applied per Section 203-3 of the Standard Specifications and shall be applied at the approximate rate of 0.10 gallons per square yard. A tack coat shall also be applied to all vertical surfaces of existing pavement and curbs and gutters against which additional materials are to be placed.

302-9 ASPHALT RUBBER HOT MIX (ARHM)

302-9.1 General

Add the following:

Asphalt concrete surface course shall be Asphalt Rubber Hot Mix, ARHM-GG, wet process, as specified in Section 203-11 and 302-9 of the Standard Specifications and these Special Provisions.

The Contractor shall place all ARHM continuously along the entire corridor. ARHM shall not be installed in sections.

Prior to placing the ARHM overlay all cracks, areas identified greater than or equal to 1/4 inch in width shall be filled with crack filler and sprayed with soil sterilant. The pavement surface should be warm, dry, and free of any dust, dirt, and deleterious material before applying the crack sealant. The crack sealant shall be a Type "D" Joint Sealant per Section 201-3.7 of the Standard Specifications and these Special Provisions, and shall be ROADSaver II by Crafto or approved equal. The Contractor shall submit for approval the material he intends to use for crack sealant two (2) weeks prior to its incorporation into the work.

Soil Sterilant:

Soil Sterilant shall be "Poly-Bor Chlorate" or Monbar Chlorate" (U.S. Borax and Chemical Corporation, or approved equal), applied in solution of one (1) pound of chemical to one (1) gallon of water at least 10 days prior to placing of the asphalt concrete overlay. The sterilant shall be applied to cracks larger than 1/4" with a paddle agitator spray rig. The Contractor shall provide all necessary protection to prevent injury to animals or adjacent plant life and property occasioned by the application of the soil sterilant. The Contractor will be held responsible for all personal injury or property damage caused by the application or storage of soil sterilant.

Tack Coat:

Prior to placement of any asphaltic paving course over an existing hard surfaced pavement, a uniform tack coat of SS-1h asphaltic emulsion shall be applied at the rate of 0.10 gallons per square yard. Prior to the placement of asphaltic material on natural ground or compacted fill the Contractor shall apply weed killer to the satisfaction of the Engineer. The tack coat shall not be applied until the preparation

of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete surface course as permitted by the Engineer. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete surface course additional tack coat shall be applied, as directed by the Engineer to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete gutter and curb faces shall be protected against disfigurement from the asphalt. Residue of the material shall be removed from gutter and curb faces by sandblasting to the extent required by the Engineer.

The tack coat shall be applied as specified in Section 302-5.4 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees F in the shade.

Joint lines between successive runs by paving operation shall be within 6 inches of lane lines and a minimum 12 feet outside of the outermost lane line.

The work shall further consist of preparing the existing street surfaces prior to the paving. Such work shall include controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Special Provisions and as required by the Engineer.

302-9.3 Distribution and Spreading

Modify subsection as follows:

Asphalt rubber binder shall be at a temperature not less than 375° F or more than 425°F when added to the aggregate. The temperature of the aggregate shall not be less than 375° F at the time of adding the asphalt rubber binder.

302-9.7 Rock Dust Blotter

Modify subsection as follows:

Rock dust blotter per this section shall be required and applied at the rate of 3 pounds per square yard regardless of the pavement temperature.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-2 REMOVAL OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS

314-2.1 General

Replace the first sentence of the first paragraph with the following:

The Contractor shall remove existing painted and thermoplastic traffic striping and pavement markings by grinding.

Replace the second paragraph with the following:

Curb markings shall be painted over as shown on the Plans.

314-2.2 Measurement

Replace the entire subsection with the following:

No measurement for payment will be made for the removal of traffic striping and curb and pavement markings.

314-2.3 Payment

Replace the entire subsection with the following:

No separate or additional payment will be made for the removal of traffic striping and curb and pavement markings. Payment shall be considered as included in the lump sum Bid price for, "TRAFFIC SIGNING, STRIPING, AND MARKINGS."

314-3 REMOVAL OF PAVEMENT MARKERS

314-3.1 General

Add the following:

The Contractor shall remove existing pavement markers and repair the voids in the pavement as directed by the Engineer.

314-3.2 Measurement

Replace the entire subsection with the following:

No measurement for payment will be made for the removal of pavement markers.

314-3.3 Payment

Replace the entire subsection with the following:

No separate or additional payment will be made for the removal of pavement markers. Payment shall be considered as included in the lump sum Bid price for, "TRAFFIC SIGNING, STRIPING, AND MARKINGS."

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS

314-4.1 General

Add the following:

Striping and marking details (nomenclature) referenced on the Plans shall conform to Caltrans Standard Plans A20A through A20D and Caltrans Standard Plans A24A through A24H referenced on the Plans.

314-4.2 Control of Alignment and Layout

314-4.2.1 General

Add the following:

Alignment and layout shall conform to the dimensions and details shown on the Plans.

314-4.3 Painted Traffic Striping and Curb and Pavement Markings

314-4.3.6 Measurement

Replace the entire subsection with the following:

No measurement for payment will be made for the removal of traffic striping and curb and pavement markings.

314-4.3.7 Payment

Replace the entire subsection with the following:

No separate or additional payment will be made for painted traffic striping and curb and pavement markings. Payment shall be considered as included in the lump sum Bid price for, "TRAFFIC SIGNING, STRIPING, AND MARKINGS."

314-4.4 Thermoplastic Traffic Striping

314-4.4.5 Measurement.

Replace the entire subsection with the following:

No measurement for payment will be made for thermoplastic traffic striping.

314-4.4.6 Payment

Replace the entire subsection with the following:

No separate or additional payment will be made for thermoplastic traffic striping. Payment shall be considered as included in the lump sum Bid price for, "TRAFFIC SIGNING, STRIPING, AND MARKINGS."

314-5 PAVEMENT MARKERS.

314-5.6 Measurement

Replace the entire subsection with the following:

No measurement for payment will be made for pavement markers.

314-5.7 Payment

Replace the entire subsection with the following:

No separate or additional payment will be made for pavement markers. Payment shall be considered as included in the lump sum Bid price for, "TRAFFIC SIGNING, STRIPING, AND MARKINGS."

Add the following section:

SECTION 315 - TRAFFIC SIGNING

315-1 SIGN POSTS.

315-1.1 General.

The Work shall consist of furnishing and installing, relocating, or removing one or more traffic signs as shown on the Plans.

Incidental parts that are not shown on the Plans or specified in the (California MUTCD), 2014 edition and are necessary to complete the work, shall be furnished and installed as though such parts were shown on the Plans or California MUTCD, 2014 edition.

Payment for furnishing the list of equipment and materials, material samples and corrected Plans shall be considered in the Contract Unit Price in the Bid for the equipment, labor, and materials.

315-1.2 Maintenance of Existing Equipment

The contractor, during the progress of the Work, shall maintain existing traffic signing.

315-1.3 Coordination with Serving Utility

315-1.3.1 General

The Contractor shall inspect the location of each post for safety clearances required. The Contractor shall be responsible for the necessary coordination with the serving utility.

The Contractor shall take the serving utility's schedule into account in preparing the construction schedule.

Coordination with the serving utility shall be shown as individual activities on the construction schedule.

As-Built plans shall be submitted to the Engineer for any signs not installed at the recommended locations.

315-1.3.2 Payment

Payment for coordinating with the serving utility shall be considered as included in the lump sum Bid price for, "TRAFFIC SIGNING, STRIPING, AND MARKINGS."

315-1.4 Damage to Existing Equipment

Should any damage to existing equipment occur, which is not part of the work shown on the Plans, the Contractor shall immediately notify the Engineer and arrange for the immediate repair and restoration of service. The Contractor shall commence repairs or replacements within 24 hours of damaging the equipment or receiving approval of the equipment and materials by the Engineer, whichever takes longer. Equipment and materials used for repairs or replacement shall conform to 219 and be approved by the Engineer.

315-1.5 Installation

The square end of the post shall not be modified or pointed, but shall be capable of being driven into the ground by the using Agency with the use of an approved driving cap. See Figure 1, Sign Post Installation, included at the end of this Section S.

315-1.5.1 Installation Details

A 2-1/2"x2-1/2"x18" sleeve, and 2-1/4"x2-1/4"x30" anchor shall be used in combination as the anchor for every sign post.

The anchor and sleeve combination shall be driven in with between 2" and 3" left above ground level.

The sign post shall slide 4" into the anchor.

Rivets with fiber washers shall be used to attach traffic signs to the sign posts.

Signs greater than 1,600 sq. in. shall be installed on a 2-1/2"x2-1/2" crashworthy telescopic galvanized tubular steel post with pre-punched holes along its length. The post shall be installed in a 3"x3"x36" anchor.

The minimum height of signs installed at the side of the road shall be 5 feet measured vertically from the bottom of the sign to the top of the curb or pavement. The minimum height of signs shall be 7 feet where parking or pedestrian movements are likely to occur, or where view of sign might be obstructed.

315-1.6 Bracing

The square end of the post shall not be modified or pointed, but shall be capable of being driven into.

For oversized signs, the signs shall be braced to the posts with a steel brace to prevent wind damage.

315-2 MEASUREMENT AND PAYMENT

Full compensation for furnishing and installing the identification legend markings shall be considered as included in the Contract Unit Price in the Bid for "TRAFFIC SIGNING, STRIPING, AND MARKINGS" and no separate payments will be made therefor.

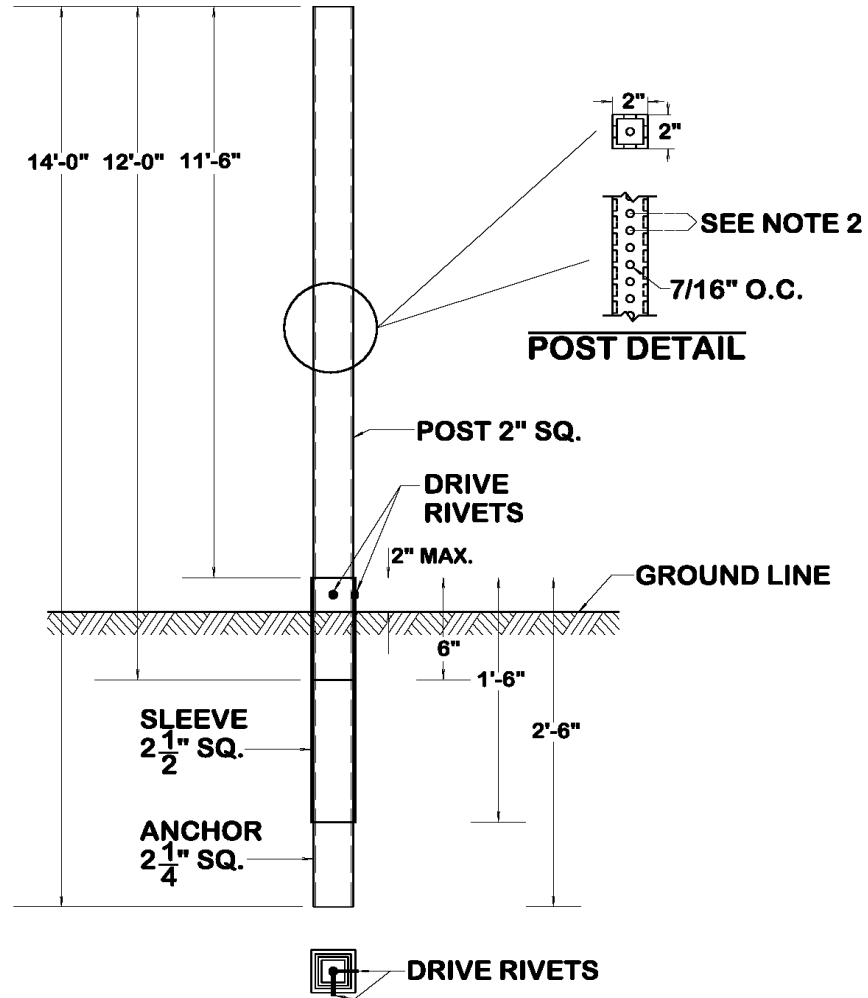
Full assemblies for sign installation including drive rivets, bracing, straps and saddle brackets, screws, bolts, and washers as specified in 315-1.5 of these Special Provisions shall be considered as sign panel fastening hardware. Full compensation for furnishing and installing sign panel fastening hardware shall be considered as included in the Contract Unit Price in the Bid for "TRAFFIC SIGNING, STRIPING, AND MARKINGS" and no separate payment will be made therefor.

The payment shall include full compensation for labor, materials, tools, equipment, and incidentals and for doing all work involved in the installation of roadside signs, complete in place, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer.

Full assemblies for post installation including anchor and stabilizer sleeves as specified in 315-1.5 of these Special Provisions shall be considered as post installation hardware. Full compensation of post installation, post foundation, and post installation hardware shall be considered included in

the Contract Unit Price in the Bid for “TRAFFIC SIGNING, STRIPING, AND MARKINGS” and no separate payments will be made therefor.

Existing signs shown on the Plans to be removed shall include the removal of sign posts as necessary, unless other existing signs are to remain in place on the same post at the same location. All signs and posts removed shall become the property of the Contractor and shall be disposed of in accordance with the Specifications. Full compensation for removal of sign posts and attached signs complete shall be considered as included in the Contract Unit Price in the Bid for” TRAFFIC SIGNING, STRIPING, AND MARKINGS” and no separate payments will be made therefor.



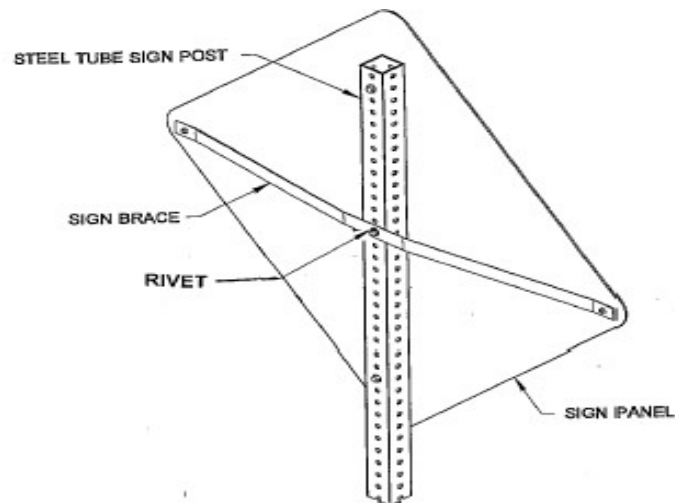
SIGN POST INSTALLATION

(NOT TO SCALE)

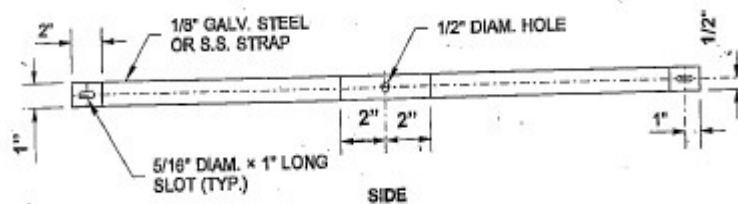
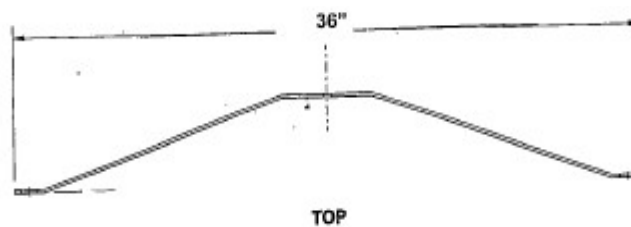
NOTES:

1. POST, ANCHOR, AND SLEEVE TO BE 12 GAUGE GALVANIZED STEEL WITH PERFORATIONS ALONG THE ENTIRE LENGTH, ON ALL 4 SIDES.
2. PERFORATIONS TO BE 7/16 INCH DEAMETER, 1 INCH ON CENTER LINE.
3. WHEN INSTALLING IN SOIL, ANCHOR AND SLEEVE SHOULD BE DRIVEN INTO SOIL TOGETHER. LEAVING A PROTRUSION OF 1 OR 2 INCH ABOVE GROUND.
4. POST, ANCHOR, AND SLEEVE SHALL TELESCOPE FREELY.

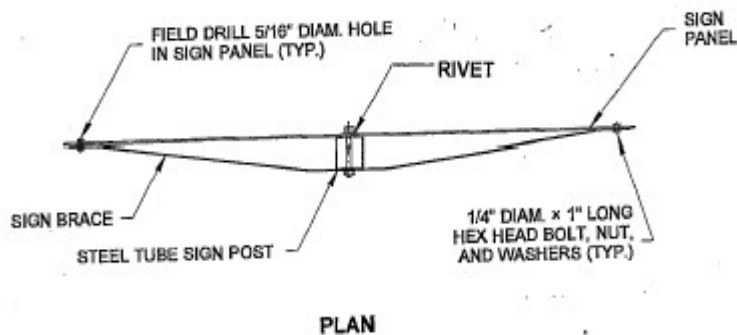
FIGURE 1



SIGN BRACE ON STEEL TUBE



SIGN BRACE DETAIL



WIND BRACE, 36" GALV. MILD STEEL, HOT DIPPED
FIGURE 2
SECTION 400 – PROTECTION AND RESTORATION

PART 4 – EXISTING IMPROVEMENTS

Unless otherwise noted, the provisions below shall supplement those provisions in Part 4 of the Standard Specifications for Public Works Construction.

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.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Reallocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

400-2 PERMANENT SURVEY MARKERS

The following is added after the first paragraph of this subsection of the Standard Specifications:

The Contractor shall reset disturbed monuments and provide a copy of a Corner Record Survey filed with the County Surveyor and to the City Engineer. Corner Record Surveys shall be completed by a Surveyor licensed in the State of California to practice surveying.

SECTION 401 – REMOVAL

401-1 GENERAL

Add the following:

During construction and excavation, soft and unstable subgrade is expected to be encountered. The City's soils engineer shall determine the method of stabilizing these areas. The use of stompers will not be allowed for any portion of work on the project.

Light weight tracked type equipment shall be used to accomplish stabilization of unsuitable sub-grade.

Removals shall consist of the sawcut and removal of all materials, regardless of character, necessary for the construction of the project as shown or indicated on the plans and specifications.

All existing pavement joining new construction shall be sawcut in a straight line, to the limits as shown on the Plans or as instructed by the Engineer. All joins to existing conditions shall be constructed to provide a smooth transition between the new pavement and existing pavement.

Sawcutting of concrete shall be accomplished by the use of a power driven saw. The depth of cut shall be deep enough to produce a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. Waste material from sawcut operations shall be broom cleaned or vacuumed, and disposed of in accordance with section entitled "Recycling of Materials" in Section V of these Specifications. Cleaning of sawcut area by washing and directing waste to public storm drains shall not be permitted.

Contractor shall exercise due caution to avoid any damage to the existing utilities and improvements to be protected in-place. Any damage caused by Contractor and/or his equipment shall be repaired or replaced as called out in Section 400 of the Standard Specifications at Contractor's expense.

The Contractor shall scan the work area using a metal detector of adequate strength prior to any sawcutting, excavation or grinding of the existing pavement. Contractor shall be responsible for locating and protecting manhole, water valve, utility access frames and covers or other metal appurtenances buried below the existing pavement surface whether shown on the plans or not.

Existing concrete and miscellaneous removals shall be immediately removed from the project site and disposed of by the Contractor at his own expense at a legal dump and/or recycling site.

Removal areas shall be adequately barricaded to the satisfaction of the Engineer. Removal areas of 4 L.F. or less shall have one lighted flashing barricade, and areas greater than 4 L.F. shall have a flashing barricade at each end.

The Contractor shall take particular care when removing existing sidewalk, and curb & gutter to prevent damage to existing lawns, landscaping and sprinkler systems, and above or below ground structures/utilities. Any damage to existing lawns and landscaping or existing sprinkler systems shall be repaired within 48 hours at the Contractor's expense.

The Contractor shall be responsible for any damage to existing trees, landscaping, concrete, above and below ground structures, utilities, pavements and curbs as a result of his operations, and will be required to repair or replace same at his own expense to the satisfaction of the Engineer.

All patching and repair work for any removals shall be to the original condition unless directed otherwise by the City.

Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner. Carefully salvage in a manner to prevent damage and promptly return to Owner.

SECTION 402 – UTILITIES

402-1 LOCATION

The following is hereby added to this subsection of the Standard Specifications:

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

SECTION 403 – MANHOLE ADJUSTMENT AND RECONSTRUCTION

403-3 MANHOLES IN ASPHALT CONCRETE PAVEMENT

Add the following:

Where shown on the Plans or required by the Engineer, the Contractor shall double adjust (lower prior to paving and raise after paving) manhole frame, pipe risers, and covers to match finished grades.

All manholes will be raised within 24 hours of paving.

The Contractor shall coordinate the work under this item with the work specified under other parts of these specifications and the serving utility company's requirements.

SECTION 404 – COLD MILLING

404-1 GENERAL

Add the following:

Existing asphalt concrete shall be milled at the locations and to the dimensions shown on the plans and in accordance with these Special Provisions. The milling of asphalt concrete will only be permitted to take place immediately prior to paving.

It is anticipated, due to the large amounts of milling to be performed, that traffic will be transferred onto milled surfaces for short intervals prior to placement of the asphalt concrete. The milled surfaces to receive traffic must have an approved satisfactory driving surface before traffic will be allowed to resume use. Abrupt changes in surface elevation of greater than 3/8 inch (10 mm) will not be allowed. Therefore, where milling depths as shown on the plans exceed 3/8-inch (10 mm) in depth, a tapered mill perpendicular to the direction of travel, at the rate of one 1-inch (25 mm) per five (5) feet (1500 mm), shall be required until the specified depth of mill is reached.

Abrupt changes in the pavement surface elevation in the longitudinal direction (parallel to the direction of travel) shall not be allowed. A minimum of three (3) foot (900 mm) transition is required for longitudinal grade differences over 3/8 inch (10 mm).

After cold milling, the Contractor shall meet with the City's representative in the field to designate local soft areas and areas where the pavement condition is deteriorated for complete removal and replacement with full depth asphalt. The replacement of the removed areas shall be performed prior to opening the impacted area to traffic.

Upon completion of milling operations, the Contractor shall place hot mix AC to reduce the lip where wheelchair access ramps are located to assist use by handicapped persons. The hot mix will then be removed no sooner than 24 hours prior to paving.

Both the perpendicular and parallel temporary taper transition may be achieved by over milling outside of the specified full depth mill limits or by using a full depth mill inside the specified full depth mill limits followed by a temporary asphalt concrete ramp. The temporary asphalt concrete ramp must be removed just prior to the actual asphalt concrete base course placement. Adherence to all of the preceding temporary pavement surface maintenance requirements shall be absorbed into the unit costs for the various mills. No additional compensation shall be allowed.

All milled material shall become the property of the Contractor.

PART 6 – TEMPORARY TRAFFIC CONTROL

Unless otherwise noted, the provisions below shall supplement those provisions in Part 6 of the Standard Specifications for Public Works Construction.

SECTION 600 - ACCESS

600-1 GENERAL

Add the following:

At least 24 hours in advance of closing or restricting access to any property, the Contractor shall notify the owner or resident of said property. A copy of said notification shall be provided to the Engineer. The Contractor shall conduct its operations, including those of its subcontractors and suppliers, so as to provide reasonable access to the adjacent properties and have no greater length or quantity of work under construction than can be properly prosecuted with a minimum of inconvenience to the public and other contractors engaged on adjacent or related work.

600-2 VEHICULAR ACCESS

Add the following:

Vehicular access to properties within the vicinity of the Work, for the purpose of waste collection, shall be maintained for the duration of the Project. Any temporary changes in the frequency of collection or the collection day(s), requested by the Contractor for their operations, must be agreed upon by the service provider and approved by the Engineer. Once approved, the Contractor shall notify all affected properties at least 14 Days in advance of the change in the waste collection schedule. A second notice shall be posted 1 Day prior to the change in the waste collection schedule. Waste collection map(s), including service provider contact information, will be provided to the Contractor after award of the Contract.

Unless the Contractor makes other arrangements satisfactory to the Engineer and the owners, the following shall also apply to business establishments:

- a) For each establishment (such as, but not limited to, gas stations, markets and other "drive in" businesses) on the corner of an intersection that has a driveway (or driveways) on each intersecting street, the Contractor shall provide vehicular access to at least one driveway on each intersecting street unless otherwise approved in writing by the Engineer.
- b) For each establishment (such as but not limited to motels, parking lots and garages) which has a one way traffic pattern with the appropriate entrance driveway and exit driveway, the Contractor shall provide vehicular access to both the entrance driveway and the exit driveway.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR MAINTENANCE AND WORK ZONES

601-1 GENERAL

Add the following:

Street closures, detours, lane closures, signs, lights, and other traffic control devices shall conform to the latest approved version of the California Manual on Uniform Traffic Control Devices (California MUTCD). The California MUTCD is available at the following address:

<https://dot.ca.gov/programs/safety-programs/sign-specs>

Unless otherwise approved by the Engineer, the Contractor shall allow passage of public transit coaches through the Work area at all times. For the Metropolitan Transportation Authority (Metro), the Contractor shall notify the Stops and Zones Representative, (213) 922-5190, at least 48 hours prior to construction at bus stop zones to allow Metro to temporarily abandon and relocate bus stop zones within the construction area.

Lips greater than one inch created during construction which is to remain overnight shall be ramped with temporary asphalt concrete at a slope not to exceed 1:1.

The roadway shall be cold milled and/or paved to full width at the end of each day.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

Replace the first sentence with the following:

The Contractor shall prepare and submit temporary traffic control plans to the Agency for review and approval.

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

Replace the first paragraph with the following:

The Contractor shall prepare and submit a TCP in accordance with 3-8.1 of Section G for approval by the Agency. Traffic control activities and milestones shall be shown as activities on the Contractor's construction schedule in accordance with 6-1 of Section G.

Add the following:

The requirements set forth in the latest approved version of the California Manual on Uniform Traffic Control Devices (California MUTCD) shall govern the design of the proposed traffic control. The California MUTCD is available at the following address:

<https://dot.ca.gov/programs/safety-programs/sign-specs>

The total length of the Project shall be shown including the signing and striping transitions in advance of the Work area; and existing striping, signing and raised medians, if any. The sheets shall display the Project name; phase identification; name of firm preparing the plan; name and stamp of the Civil Engineer; approval block for each jurisdictional agency; north arrow; sheet number; and number of sheets comprising the traffic control plans. General notes and symbol definitions shall be included when required. Adequate dimensioning shall be provided to allow for Agency checking and proper field installation.

In no case shall traffic be diverted from the existing traveled way without prior approval of the Engineer. Detour striping will not be permitted on any surface course of asphalt concrete pavement constructed on the Project. Temporary striping shall be detour grade traffic tape unless otherwise approved by the Engineer.

In order to facilitate the flow of traffic during the Contract duration, the Agency reserves the right to extend the limits of the Project to include any areas where removal of striping or marking, construction of detour pavement, or signing and delineating is deemed necessary by the Engineer.

601-2.2 Payment

Payment for preparation of the traffic control plan will be made at the Stipulated Unit Price in the Bid for "TRAFFIC CONTROL

601-3 TEMPORARY TRAFFIC CONTROL (TTC) ZONE DEVICES

601-3.1 General

Add the following:

The Contractor shall provide, install, and maintain all the traffic control devices including signing, striping, marking, barricades, delineators, flashing arrow signs, and other devices deemed necessary for the protection of the vehicular and pedestrian traffic throughout the Project area as required by these Specifications and as directed by the Engineer. The Project area shall include the construction area and areas required for the advance signing and transitions to and from the existing traffic control and the construction traffic control.

Traffic control devices shall conform to latest approved version of the California MUTCD, <https://dot.ca.gov/programs/safety-programs/sign-specs>, and the Standard Plans.

When no longer required, all temporary traffic control devices installed and/or covered by the Contractor shall be promptly removed and/or restored by the Contractor.

Any action on the part of the Engineer in directing the Contractor's attention to any inadequacy of the required devices and services or any action of the Agency to alleviate the Contractor's inadequacies shall not relieve the Contractor from its responsibility for public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide and maintain these devices and services and the Agency is required to alleviate said condition, the total charges of labor, equipment and materials, including overhead and transportation, accrued by the Agency for such work will be deducted from any monies due the Contractor.

The Contractor shall be responsible for maintaining traffic control devices in their proper positions at all times. The Contractor shall replace, repair or clean such devices whenever necessary in order to ensure and preserve their appearance and functionality. The Contractor shall remove and dispose of all damaged barricades, including those furnished and placed by the Agency.

601-3.5 Signs and Signage

601-3.5.1 General

Add the following:

The Agency will furnish any necessary "No Parking" signs (signs) at no cost to the Contractor. Signs shall be installed by the Contractor after approval for such by the Engineer. Signs shall be installed for each construction activity or operation, unless such activities or operations will occur within 2 Working Days of each other. Signs shall be posted a minimum of 48 hours in advance of the start of each "No Parking" restriction.

601-3.5.2 Payment

Replace the entire sentence with the following:

No separate or additional payment will be made for signs and signage. Payment shall be considered as included in the lump sum Bid price for "TRAFFIC CONTROL."

601-3.7 Traffic Sign Enhancement Devices

601-3.7.5 Portable Changeable Message Signs (PCMS)

Replace the first paragraph with the following:

PCMS shall be furnished, placed, operated, and maintained at the locations shown on the TCP or as directed by the Engineer.

601-3.7.6 Flashing Arrow Signs

Add the following:

Flashing arrow signs (flashing arrow installed, and maintained boards) shall be furnished, placed, operated, and maintained at the locations shown on the TCP or as directed by the Engineer.

601-3.7.8 Measurement

Replace the second paragraph with the following:

Portable changeable message signs and flashing arrow signs will not be measured separately for payment.

601-3.7.9 Payment

Replace the second paragraph with the following:

No separate or additional payment will be made for portable changeable message signs and flashing arrow signs. Payment shall be considered as included in the lump sum Bid price for "TRAFFIC CONTROL."

601-4 TEMPORARY TRAFFIC STRIPING AND PAVEMENT MARKINGS

601-4.1 General

Add the following:

Striped roadways shall be delineated with temporary raised reflective markers when left without striping overnight.

601-4.5 Payment

Add the following:

No separate or additional payment will be made for the removal of temporary traffic striping and pavement markings. Payment shall be considered as included in the lump sum Bid price for, "TRAFFIC CONTROL."

601-5 TRAFFIC LANE WIDTHS AND CLEARANCES

Replace the entire subsection with the following:

601-5 TRAFFIC LANE WIDTHS, CLEARANCES, AND OTHER REQUIREMENTS

601-5.1 General

Add the following:

Traffic lane requirements shall be as shown on the TCP and as follows:

For installation of traffic control devices during daylight and nighttime work hours, the Contractor shall conform to the latest approved version of the California MUTCD.

Access to existing residences shall be provided at all times. The contractor shall coordinate with property owners for limited driveway access.

Roadway may be reduced by one lane in each direction and a left turn lane where existing during daylight working hours. Left-turn lanes may be closed when in conflict with construction.

Adjacent streets shall not be closed concurrently.

The Contractor shall provide and maintain 11-foot-wide minimum traffic lanes unless otherwise detailed in the TCP.

Temporary raised reflective markers shall be installed and maintained when existing striped roadways have been removed and left without striping overnight.

Steel traffic plates may be used during non-working hours. Warning signs W8-24 "STEEL PLATE AHEAD" signs shall be placed on all approaches to steel plates.

Lips greater than one inch created during construction which is to remain overnight shall be ramped with temporary asphalt concrete at a slope not to exceed 1:1.

The roadway shall be cold milled and/or paved to full width at the end of each day.

The Contractor shall provide flaggers as necessary, during performance of Work, to give adequate warning to road users of any changed field conditions to be encountered.

601-9 STREET CLOSURES AND DETOURS

The Contractor shall comply with all applicable State, County and City requirements for the closure of streets. The Contractor shall provide flag persons and watch persons as required to control traffic and advise the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during construction.

At least 48 hours in advance of closing, or partially closing, or reopening, any street, alley, or other public thoroughfare, the Contractor shall notify the Police, Fire, traffic and engineering departments of jurisdictional agencies involved, and comply with their requirements. Proposed deviations from this procedure must first be approved in writing by the Engineer.

The Contractor shall submit in accordance with 3-8 its proposed schedules for street and lane closures, and its proposed methods for traffic control to comply with the requirements specified in 601-3.1 and 601-3.2. Key traffic control schedule activities and milestones shall be included in the Contractor's construction schedule as specified in 6-1 of Section G. This submittal shall be made sufficiently in advance of any rerouting or diversion of traffic by the Contractor to allow for

review and approval of the proposed traffic control by the Agency. Street closure schedules must be submitted 20 Days prior to closing any street.

Where streets in which storm drain, waterline, or sewer line conduit is being constructed are to be closed to through traffic, it shall be understood that such closures shall apply only to the portions of such streets where construction is actually in progress. Unless otherwise specified, the Contractor shall provide access for local vehicular and pedestrian traffic on streets closed to through traffic.

Any street or alley, which intersects the street in which mainline conduit construction work is being done and for which traffic requirements are not otherwise specified, may be closed at its intersection with the Work provided that two adjacent streets are not closed simultaneously. However, where the street in which mainline conduit construction work is being done is the only access to a cul de sac or dead-end street or alley, vehicular access thereto shall be maintained at all times.

Where access to the Work sites involves passage through locked gates, the Contractor shall furnish its own locks in order to provide passage through the gates while maintaining security.

601-10 PAYMENT

Payment for the following items shall be considered as included in the lump sum Bid price for "TRAFFIC CONTROL":

- a) Furnishing, installing, maintaining, and removing traffic control devices not specified as individual Bid items.
- b) Furnishing, installing, maintaining, and removing temporary raised reflective markers.
- c) Removal and disposal of damaged barricades, including those furnished by the Agency, and
- d) All other work required by Subsections 600 and 601, and the Traffic Control Plans not included as a separate Bid item.

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

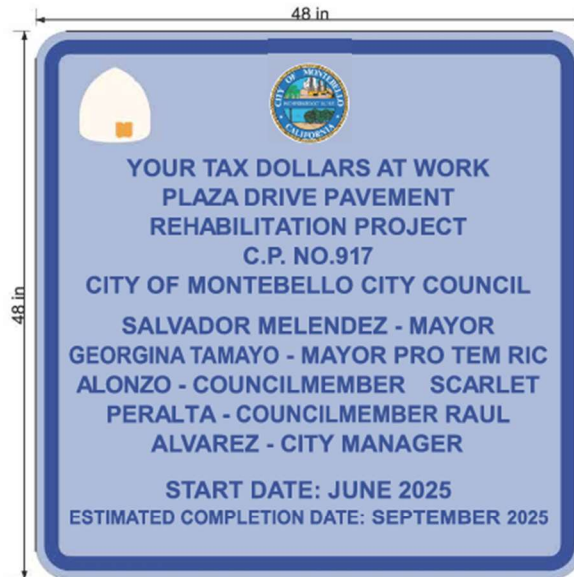
Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “C”

PROJECT SIGN



Notes:

Substrate:	0.063" Aluminum	Corners:	3" Radius	Font:	Arial	Support Channel:	
Dimensions:	48" x 48"	Border Color:	Blue	Overlay Film:	06-1000	Horizontal	☐
Background Color:	40% Blue	Letter/Number Color:	Blue	Retro-reflective Sheeting:	Type IV	Vertical	☐
						Welded Frame	☐
						Drafter:	Tim L.

APPENDIX “D”

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

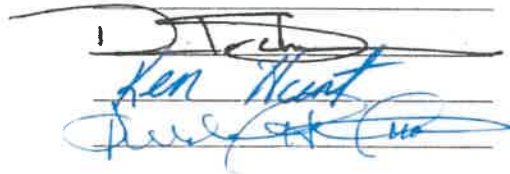
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

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

DocuSigned by:
Michael Patterson
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Luis Miramontes
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Luis Alcala
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Ricardo Gonzalez
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Edo Cco
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Tony Garganiga
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Ed Leary (Guniters #345)
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Frankie Jimenez
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Rodriguez
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Jon Priado
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SERGIO RUSCON
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W. H. 1184
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Enesto Tocco
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Ben Clayton
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Ricardo Pina
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Jeremy Diaz
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Todd Golden
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 DocuSigned by:
Christian Blumcourt
 8A4D778D3A143...
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Jose Sanchez
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Cliff Smith
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Steve Rinson
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Calder Bonas
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Josh Kaper
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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)
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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.

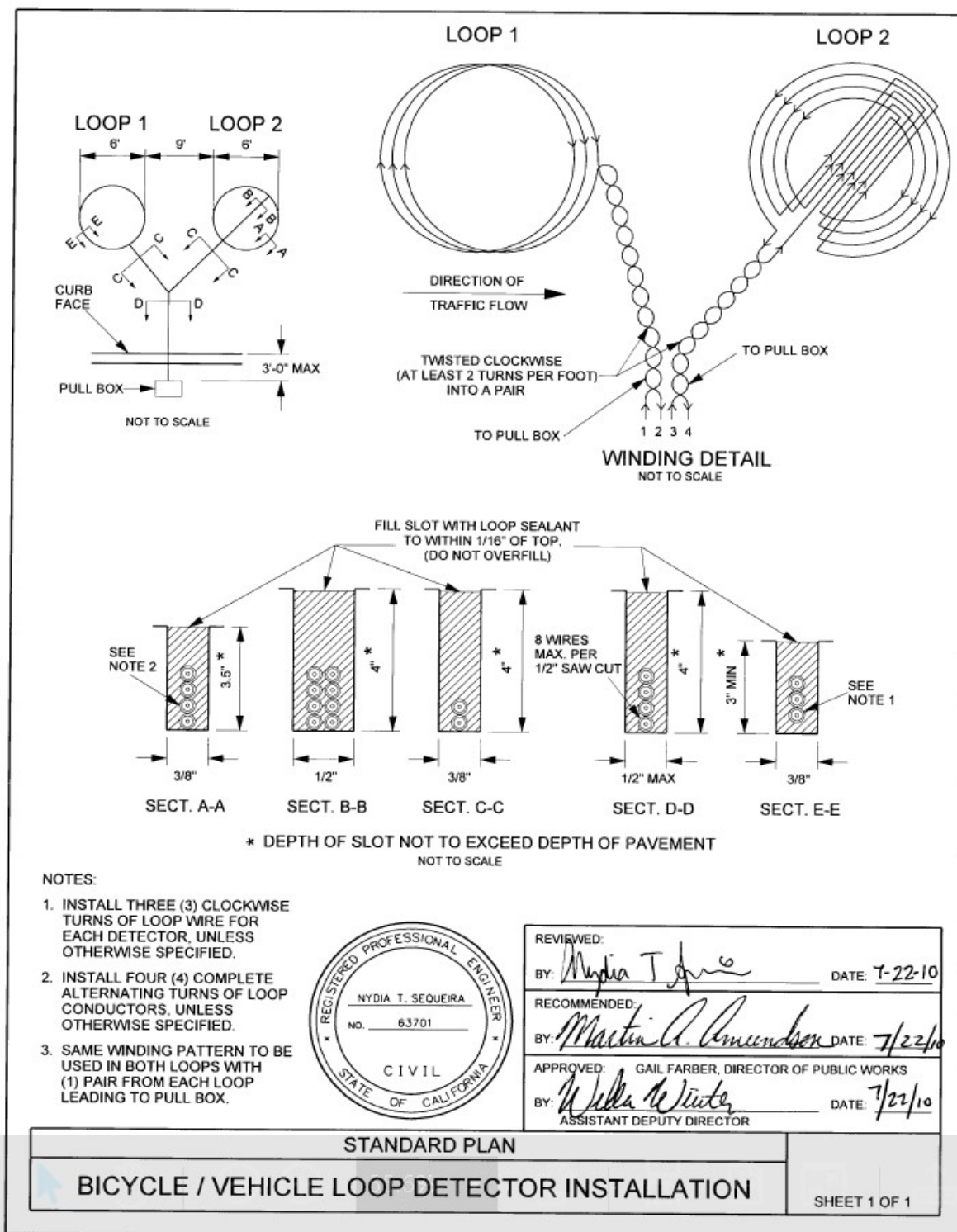
An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy 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 “E”

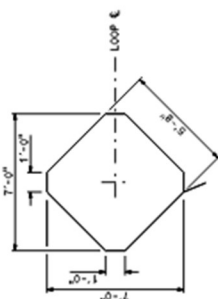
STANDARD PLANS



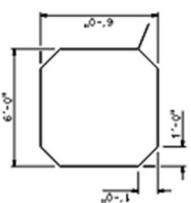
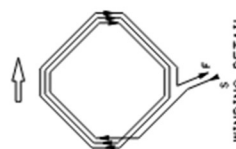
DATE	COUNTY	ROUTE	POST MILE	SECTION

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE

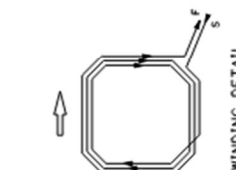
- NOTES:
1. Round corners of acute angle saw cuts to prevent damage to conductors.
 2. Typical distance for for loop from center of roadway shall be 6'-0" and F installation in single lane, 6'-0" and F installation in double lane.
 3. Use Type D and F loops for limit line detection and bicycle lanes.



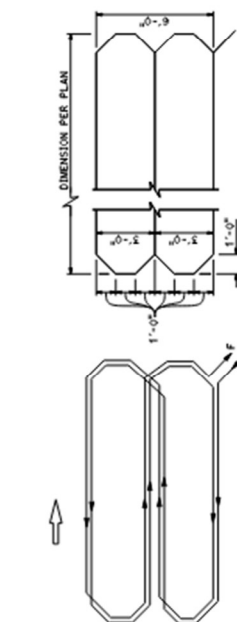
WINDING DETAIL
TYPE A LOOP DETECTOR CONFIGURATION



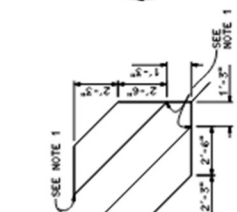
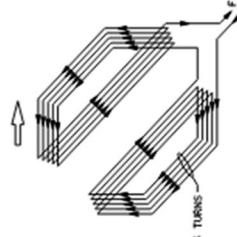
WINDING DETAIL
TYPE B LOOP DETECTOR CONFIGURATION



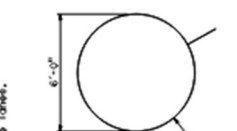
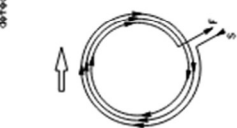
WINDING DETAIL
TYPE C LOOP DETECTOR CONFIGURATION



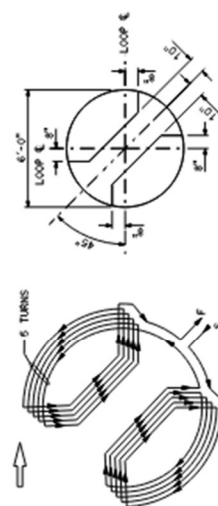
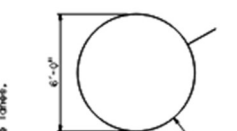
WINDING DETAIL
TYPE C LOOP DETECTOR CONFIGURATION



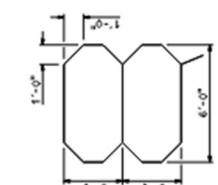
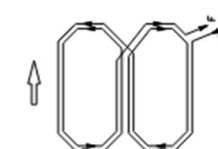
WINDING DETAIL
TYPE D LOOP DETECTOR CONFIGURATION



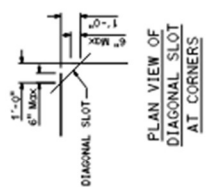
WINDING DETAIL
TYPE E LOOP DETECTOR CONFIGURATION



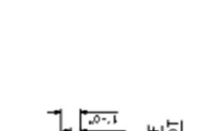
WINDING DETAIL
TYPE F LOOP DETECTOR CONFIGURATION



WINDING DETAIL
TYPE G LOOP DETECTOR CONFIGURATION



WINDING DETAIL
TYPE H LOOP DETECTOR CONFIGURATION



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(DETECTORS)**
NO SCALE

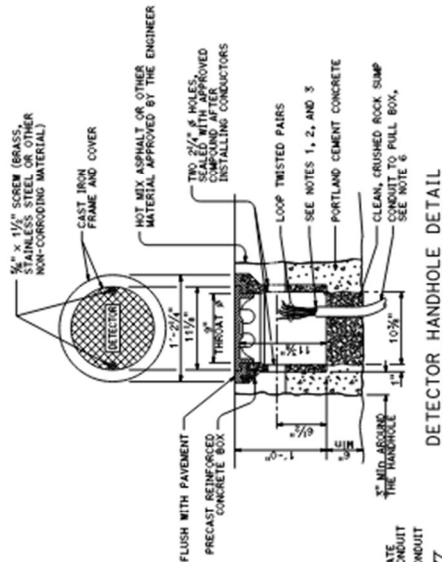
ES-5B

STATE	COUNTY	ROUTE	POST MILE	SHEET TOTAL

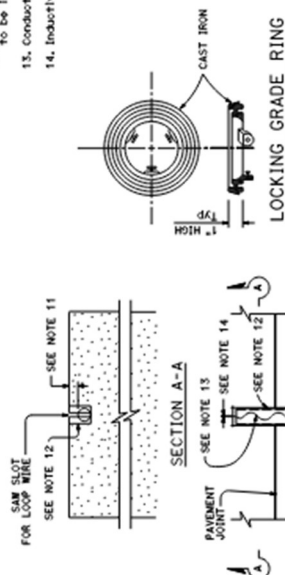
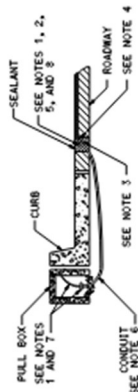
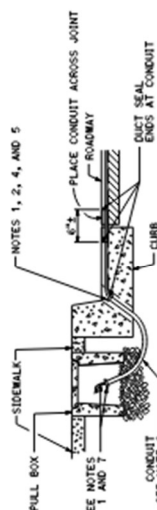
REGISTERED CIVIL ENGINEER <i>ONE M. M. M. M. M.</i> MAY 1, 2023 EXPIRATION DATE IN ADDITION TO THE STATE OF CALIFORNIA NO. OF LICENSES: 1 NO. OF NOTES: 1	
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NOTES:

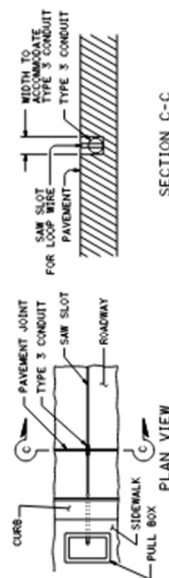
- Bushing shall be used at end of conduit.
- Type detector conductors 3" each side of bushings.
- Install duct seal compound to each end of termination conduit before installing sealant.
- Round all sharp edges where detector conductors have to pass.
- End of conduit shall be 3/8" below roadway surface.
- Conduit sizes:
 Loop conductors 1 to 2 pairs
 1 1/2" minimum
 3 to 4 pairs
 2" minimum
 5 or more pairs
 2 1/2" minimum
- Splice detector conductors to detector lead-in cable.
- Location of detector handhole when shown on plans.
- When the shoulder and traveled way are paved with the same material and there is no joint between them, the conduit shall extend only 2'-0" into the shoulder pavement.
- 3/4" Type 3 conduit 6" long minimum, plug both ends with duct compound to keep out sealer.
- 1/2" Minimum between top of conduit and pavement surface.
- Sealer shall not exceed 1" in width and 1/2" longer than conduit to be installed.
- Conductors with 1/2" minimum slack inside conduit.
- Inductive loop detector saw slot.



DETECTOR HANDHOLE DETAIL

TYPICAL LOOP LEAD-IN DETAIL
AT PAVEMENT JOINTCURB TERMINATION DETAIL
TYPE A

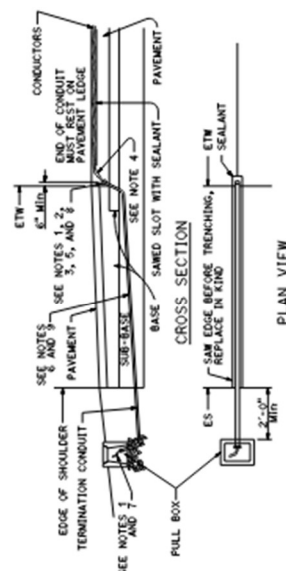
CROSS SECTION



SECTION C-C

TYPE B

CURB TERMINATION DETAIL

SHOULDER TERMINATION DETAILS
PLAN VIEW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
(CURB AND SHOULDER TERMINATION,
TRENCH, AND HANDHOLE DETAILS)**

NO SCALE

E8-5D

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: Plaza Drive Resurfacing Project CP No. 917

Project Applicant: City of Montebello

Project Location - Specific: Plaza Drive between Montebello Boulevard and San Gabriel Boulevard

Project Location – City: Montebello

Project Locations – County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: Asphalt pavement rehabilitation, street resurface and enhanced American with Disabilities Act (ADA) accessibility path of travel.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: 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: _____ Date: March 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: _____



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: APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3822 WITH VERDANT LANDSCAPING, INC. TO EXPAND THE SCOPE OF SERVICES

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3822 with Verdant Landscaping, Inc. to expand landscape maintenance services to include Catherine Hensel Ballpark, Golf Course Clubhouse, Hilton Garden Inn, Home2Suites, and Quiet Cannon; and
2. Establish the total not-to-exceed amount of the agreement as \$475,170 per year; and
3. Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 3822; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City has utilized Complete Landscape Care, Inc. for citywide landscape maintenance services since September 2020. In addition to the agreed upon scope of work that was included in Agreement No. 3822, staff tasked Complete Landscape Care, Inc. (consultant) to perform additional landscape maintenance services at Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park. (Note, in July 2023, Complete Landscape Care, Inc. was acquired by Verdant Landscaping, Inc. (Attachment C). As such, all contracts pertaining to Complete Landscape are now under the purview of Verdant.)

Staff is requesting the addition of five locations to the scope of Verdant's services:

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 2 of 3

Catherine Hensel Ballpark, Golf Course Club House, Hilton Garden Inn, Home2Suites, and Quiet Cannon. With the exception of the Ballpark, the additional cost of the expanded services will not be paid for from the General Fund.

Staff is requesting the execution of Amendment No. 2 to Agreement No. 3822 for the annual not-to-exceed cost of \$475,170 for Fiscal Years 2024-25 and 2025-26 for citywide landscape maintenance services. The breakdown of the agreement's annual expenditures will be as follows:

Amount	Account No.	Description
\$367,053	100-30-720-6040.20	General Fund, Public Works, Park Maintenance - Landscaping Services
\$25,800	625-99-6040.20	Home2Suites Hotel, Non-Departmental, Contract Services - Landscaping Services
\$23,460	620-99-6040.20	Hilton Garden Inn, Non-Departmental, Contract Services - Landscaping Services
\$23,460	610-66-6040.20	Golf, Quiet Cannon Perimeter, Contract Services – Landscaping Services
\$22,860	610-99-6040.20	Golf, Non-Departmental, Contract Services - Landscaping Services
\$7,519	600-90-900-6040.20	Transit, Transportation, Transit Administration, Contract Services - Landscaping Services
\$5,018	265-99-330-6040.20	Grants, Non-Departmental, Engineering, Contract Services - Landscaping Services
\$475,170		Total Agreement not-to-exceed

The FY 2024-25 operating budget allocated sufficient funding for landscape maintenance in the above-mentioned accounts; therefore, a budget amendment is not needed. The FY 2025-26 budget will be built utilizing the above amounts in each of the listed accounts.

BACKGROUND/DISCUSSION:

On July 16, 2020 the City issued RFP 20-15, seeking a contractor to provide citywide landscape maintenance services. This includes furnishing all labor, tools, materials, appliances and equipment for landscape maintenance services requested by the City. Maintenance areas to be serviced are all exterior landscaping including lawn areas, planters, banks, flower beds, island median strips, and irrigation systems adjacent to City buildings and in and around City parking lots. The maintenance work described in RFP 20-15 was defined to include performance as a continuous and constant program throughout the contract term.

RFP 20-15 closed on August 17, 2020, and the City received six (6) responsive proposals. RFP 20-15 was advertised on the City website, Planet Bids and the Montebello Wave Newspaper.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 3 of 3

At the City Council meeting of September 9, 2020, the City Council awarded a professional services agreement to Complete Landscape Care, Inc. (Agreement No. 3822) to provide citywide landscape maintenance services. For the past four years, Complete Landscape Care has been providing citywide landscape maintenance services in accordance with the RFP and agreement. (Note, in July 2023, Complete Landscape Care, Inc. was acquired by Verdant Landscaping, Inc. (Attachment C). As such, all contracts pertaining to Complete Landscape are now under the purview of Verdant.)

On February 14, 2024, Amendment No. 1 (Attachment B) to Agreement No. 3822 extended the term of the contract for two (2) additional years (expiring September 2025), as well as expanded the scope of services to include Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park.

Amendment No. 2 will add five locations to the scope of Verdant's services: Catherine Hensel Ballpark, Golf Course Club House, Hilton Garden Inn, Home 2 Suite, and Quiet Cannon, as well as establish a formal not-to-exceed amount for the contract. The table above in the "fiscal impact" section provides a breakdown of the additional expenses related to each of the five locations.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council expand the scope of services of Professional Services Agreement No. 3822 and authorize the City Manager to execute Amendment No. 2 (Attachment A). Upon Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - Verdant Landscaping. Amendment No. 2 to PSA 3822
2. Attachment B - Agr No. 3822 - Complete Landscape Care - Amendment No. 1
3. Attachment C - Complete Acquisition to Verdant

CITY OF MONTEBELLO

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3822
WITH VERDANT LANDSCAPING, INC.
FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 12th day of March 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Verdant Landscaping, Inc., (hereinafter referred to as the "Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for Citywide Landscape Maintenance Services by and between the City of Montebello and Complete Landscape Care, Inc., dated September 9, 2020 ("Original Agreement"), as amended by Amendment No. 1 to Professional Services Agreement No. 3822, dated February 14, 2024 ("First Amendment") (collectively "Agreement"), pursuant to which City retained Contractor to provide Citywide Landscape Maintenance Services, as further described in the Agreement; and

WHEREAS, Complete Landscape Care, Inc. was acquired by Verdant Landscaping, Inc. as of July 1, 2023.

WHEREAS, pursuant to Section 5. Extra Services of the Agreement, the City requires services, including costs and expenses that exceed the anticipated scope of Agreement No. 3822 and subsequent amendment, and City and Contractor desire to increase the maximum compensation allowable under the Agreement for additional landscape maintenance services at Catherine Hensel Ballpark, Golf Course Club and Perimeter, Hilton Garden Inn, Home 2 Suite, and Quiet Cannon.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Exhibit A of the Agreement shall hereby be supplemented with Exhibits "A" through "F" to this Amendment No. 2, which are hereby incorporated by reference into the Agreement, to include additional landscape services at Catherine Hensel Ballpark, Golf Course Club and Perimeter, Hilton Garden Inn, Home 2 Suite, and Quiet Cannon.

AMENDMENT NO. 2 TO AGREEMENT NO. 3822

Page 2 of 3

SECTION 2. Section 1(C) of the Agreement shall hereby be amended in its entirety as follows:

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as Exhibit "B" and incorporated fully herein by this reference, and shall not exceed a total amount of \$475,170 per year ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the City each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[END OF AMENDMENT NO. 2]

AMENDMENT NO. 2 TO AGREEMENT NO. 3822

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

VERDANT LANDSCAPING, INC.

Raul Alvarez, City Manager

Richard Hernandez, Branch Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3822
WITH COMPLETE LANDSCAPE CARE, INC.
FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 14th day of February 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Complete Landscape Care, Inc., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Citywide Landscape Maintenance Services by and between the City of Montebello and Complete Landscape Care, Inc., dated September 9, 2020 ("Agreement"), pursuant to which City retained Consultant to provide Citywide Landscape Maintenance Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, staff is exercising Section 2. Term of Professional Service Agreement No. 3822 to extend the agreement for two (2) additional years (sunsetting on September 9, 2025), with Complete Landscape Care Inc. for citywide landscape maintenance services. In addition to the original agreement, the City requires services, including costs and expenses, exceeded the anticipated scope of Agreement No. 3822, and City and Consultant desire to increase the maximum compensation allowable under the Agreement for additional landscape maintenance services at Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park.

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 5. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENT NO. 1 TO AGREEMENT NO. 3822

Page 2 of 3

AMENDMENTS

SECTION 1. Subsection A. Exhibit "A" includes additional landscape maintenance services at Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park.

SECTION 1. Subsection B. Exhibit "B" includes additional cost for landscape maintenance services at Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park.

SECTION 2. Terms. The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3822, Amendment No. 1 which allows for the extension of the Agreement for an additional two (2) years. The original termination/expiration date of the Agreement, as set on September 9, 2020, is hereby extended, and the Agreement will now terminate on September 9, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of citywide landscape maintenance services by Complete Landscape Care, Inc.

Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3822

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO



Raul Alvarez, City Manager

("CONSULTANT")

COMPLETE LANDSCAPE CARE, INC.



Richard Hernandez, Branch Manager

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBIT "A"
Agreement No. 3822 with Complete Landscape Care

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3822_____
BY AND BETWEEN
CITY OF MONTEBELLO
AND
COMPLETE LANDSCAPE CARE, INC.

THIS AGREEMENT ("Agreement") is made and entered into on September 9, 2020, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Complete Landscape Care, Inc. (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Landscape Maintenance and Services at various city-owned properties in the CITY; and

WHEREAS, the CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Citywide Landscape Maintenance (July 16, 2020) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY all labor, equipment, materials and incidental necessary for providing the landscape maintenance services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.

c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.

e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by 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 4. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to 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. 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 CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by 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. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Manager or his/her designee.

SECTION 6. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by 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 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, 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 (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services

CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. 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 is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other

insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. 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 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or

damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this

Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as full performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of

CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this

Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or

such other addresses as the Parties may designate by written notice:

David Sosnowski, Director of Recreation and Community Services
Recreation and Community Services
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be

valid and binding.

CITY OF MONTEBELLO

CONTRACTOR



René Bobadilla
City Manager

Dated: 9/9/2020



Name
Title of Representative

Dated: 9-17-20

ATTEST:



Irma Barajas
City Clerk



APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney

**CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES
RFP – BID SHEET**

Company Name: Complete Landscape Care Inc.

Authorized Agent: Thomas C. Murray-President

Signature:

Thomas C. Murray

Location	Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Taylor Ranch Park	\$12,853.62	\$13,252.98	\$13,905.06
Grant Rea Park/Rea Dr.	\$21,422.70	\$22,088.30	\$23,175.10
Roosevelt Ave. Riverbed Access and Rest Stop	\$4,284.54	\$4,417.66	\$4,635.02
Grant Rea Riverbed Access and Rest Stop	\$8,569.08	\$8,835.32	\$9,270.04
Grant Rea Riverbed Access at Rea Dr.	\$8,569.08	\$8,835.32	\$9,270.04
City Hall/Police Department	\$12,853.62	\$13,252.98	\$13,905.06
Beverly Boulevard Medians and Entrance Signs	\$8,569.08	\$8,835.32	\$9,270.04
Bluff Road Monument	\$4,284.54	\$4,417.66	\$4,635.02
Bluff Road Rio Hondo Channel Shoulder	\$4,284.54	\$4,417.66	\$4,635.02
Corporate Yard/Transit	\$6,426.81	\$6,626.49	\$6,952.53
Fire Stations (3)	\$8,569.08	\$8,835.32	\$9,270.04
Garfield Parkway	\$8,569.08	\$8,835.32	\$9,270.04
Greenwood Slope and Entrance Signs	\$12,853.62	\$13,252.98	\$13,905.06
Montebello Boulevard Medians	\$8,569.08	\$8,835.32	\$9,270.04
Montebello Reservoir	\$8,569.08	\$8,835.32	\$9,270.04
Montebello Way and Greenwood Ave.	\$4,284.54	\$4,417.66	\$4,635.02
Natasha Lane Landscape	\$4,284.54	\$4,417.66	\$4,635.02
Northside and Southside Dr.	\$12,853.62	\$13,252.98	\$9,270.04
Paramount Blvd. Median	\$8,569.08	\$8,835.32	\$9,270.04
San Gabriel Blvd. and Plaza Dr.	\$4,284.54	\$4,417.66	\$4,635.02
San Gabriel Blvd. Monument	\$4,284.54	\$4,417.66	\$4,635.02
Sycamore Ave.	\$8,569.08	\$8,835.32	\$9,270.04
Telegraph Road next to I-5 Freeway	\$2,142.27	\$2,208.83	\$2,317.51
Vail Avenue	\$4,284.54	\$4,417.66	\$4,635.02
Washington Blvd. Medians	\$8,569.08	\$8,835.32	\$9,270.04
Whittier Blvd. Medians and Entrance Signs	\$8,569.08	\$8,835.32	\$9,270.04
Whittier Blvd. Trash and Parking Lots	\$8,569.08	\$8,835.32	\$9,270.04
Lincoln Ave.	\$4,284.54	\$4,417.66	\$4,635.02
Sanchez Adobe	\$4,284.54	\$4,417.66	\$4,635.02
City Owned Properties	\$4,284.54	\$4,417.66	\$4,635.02
Minson Way	\$2,142.27	\$2,208.83	\$2,317.51
City Parks	\$40,692.57	\$41,957.53	\$44,031.41

TOTAL:

\$274,200.00

\$282,720.00

\$296,640.00

EXHIBIT "B"
Complete Landscape Care, Inc. Price Sheet

CITY OF MONTEBELLO
CITYWIDE LANDSCAPE MAINTENANCE SERVICES

RFP – PRICE SHEET

Company Name: Complete Landscape Care Inc
Authorized Agent: Richard Hernandez-General Manager
Signature: 

LOCATION	YEAR 4 ANNUAL COST	YEAR 5 ANNUAL COST
Taylor Ranch Park	\$14,462.00	\$15,044.00
Grant Rea Park/Rea Dr.	\$24,102.00	\$25,066.00
Roosevelt Ave. Riverbed Access and Rest Stop	\$4,820.00	\$5,012.00
Grant Rea Riverbed Access and Rest Stop	\$9,640.00	\$10,025.00
Grant Rea Riverbed Access at Rea Dr.	\$9,640.00	\$10,025.00
City Hall/Police Department	\$14,462.00	\$15,040.00
Beverly Boulevard Medians and Entrance Signs	\$9,640.00	\$10,025.00
Bluff Road Monument	\$4,820.00	\$5,012.00
Bluff Road Rio Hondo Channel Shoulder	\$4,820.00	\$5,012.00
Corporate Yard/Transit	\$7,230.00	\$7,519.00
Fire Stations (3)	\$9,640.00	\$10,025.00
Garfield Parkway	\$9,640.00	\$10,025.00
Greenwood Slope and Entrance Signs	\$14,462.00	\$15,040.00
Montebello Boulevard Medians	\$9,640.00	\$10,025.00
Montebello Reservoir	\$9,640.00	\$10,025.00
Montebello Way and Greenwood Ave	\$4,825.00	\$5,018.00
Natasha Lane Landscape	\$4,825.00	\$5,018.00
Northside and Southside Dr	\$14,462.00	\$15,040.00
Paramount Blvd. Median	\$9,640.00	\$10,025.00
San Gabriel Blvd. and Plaza Dr.	\$4,820.00	\$5,015.00
San Gabriel Blvd. Monument	\$4,820.00	\$5,015.00
Sycamore Ave	\$9,640.00	\$10,025.00
Telegraph Road next to I-5 Freeway	\$2,410.00	\$2,506.00
Vail Avenue	\$4,820.00	\$5,012.00
Washington Blvd. Medians	\$9,640.00	\$10,025.00
Whittier Blvd. Medians and Entrance Signs	\$9,640.00	\$10,025.00
Whittier Blvd. Trash and Parking Lots	\$9,640.00	\$10,025.00
Lincoln Ave.	\$4,820.00	\$5,015.00
Sanchez Adobe	\$4,825.00	\$5,018.00
City Owned Properties	\$4,825.00	\$5,018.00
Minson Way	\$2,415.00	\$2,515.00
City Park	\$45,795.00	\$47,627.00
Montebello City Park Monument	\$9,912.00	\$10,309.00
Montebello City Park Youth Center	\$9,912.00	\$10,309.00
Senior Center South Wing Enclosed Patio	\$9,912.00	\$10,309.00
North Ridge Park	\$9,180.00	\$9,549.00

TOTAL: **\$347,436.00** **\$361,338.00**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Autonomy Insurance Services, LLC 100 S Commons, Suite 102 Pittsburgh, PA 15212	CONTACT NAME: Kamron Khodjaev PHONE (A/C, No, Ext): (412) 326 9211 FAX (A/C, No): E-MAIL ADDRESS: kamron@koop.ai																					
INSURED Electric Sheep Robotics, Inc. Verdant Landscaping, Inc 548 Market St, Ste 73278 San Francisco, CA 94104	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Lloyds of London Syndicate</td><td>AA1128121</td></tr><tr><td>INSURER B:</td><td>Great American E&S</td><td>41106</td></tr><tr><td>INSURER C:</td><td>Technology Insurance Company, Inc.</td><td>42376</td></tr><tr><td>INSURER D:</td><td>Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Lloyds of London Syndicate	AA1128121	INSURER B:	Great American E&S	41106	INSURER C:	Technology Insurance Company, Inc.	42376	INSURER D:	Greenwich Insurance Company	22322	INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Lloyds of London Syndicate	AA1128121																				
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INSURER D:	Greenwich Insurance Company	22322																				
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
		Y	Y	B-20231130-1	12/15/2023	12/15/2024	PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
D	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS			NBA-1009027-00	04/29/2024	04/29/2025	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS						\$
B	UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB			XS F108604	12/15/2023	12/15/2024	AGGREGATE \$ 1,000,000
	☐ CLAIMS-MADE	Y	Y				\$
	DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N		TWC4394951	03/15/2024	03/15/2025	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology E&O/Cyber			B-20231130-1	12/15/2023	12/15/2024	\$1,000,000 Each / \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Montebello and the Montebello City Council, City Council appointed Commissions, and Committees, and all City elective and appointed officers, employees, agents, consultants are named as additional insured as required by written contract. With respect to liabilities arising out of acts or omissions caused by negligence of the Contractor or those working under him in the performance of the contract work, (ii) a provision or endorsement holding the City of Montebello, including the City Council, its officers, agents, consultants, and employees, harmless from any claims or damages arising from such acts or omissions and stating that the City, including the City's officers, agents, consultants, and employees, will be defended from any such claims, (iii) a provision or endorsement that such insurance is primary insurance of said additionally named insured with respect to such liabilities, and that with respect to such liabilities, any other insurance maintained by said additional insured is excess and not contributing insurance with respect to the insurance required hereunder, (iv) a provision or endorsement providing that such insurance shall not be terminated, canceled, reduced or allowed to expire except upon thirty (30) days prior written notice to the City.

CERTIFICATE HOLDER

CANCELLATION

City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kamron Khodjaev
---	---

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To All of Complete Landscape Cares Valued Southern California Clients,

My name is Jerry DeJournett. I am the President of Verdant Landscaping, Inc. I'm writing this letter to let you know that after many years of owning and running Complete Landscape Care, Tom Murray has decided to retire and has sold Complete to Verdant.

Tom chose to sell to Verdant because our number one priority is to retain every customer and every employee that Complete Landscape Care has. We need every customer and every employee to help us accomplish our long-term goal of developing the future model of an AI(Artificial Intelligence) driven landscape maintenance company.

Verdant Landscaping Inc. is owned by our parent company Electric Sheep, which is supported by a forward-thinking team of Venture Capitalists and engineers based in San Jose, California. We have developed and engineered our own autonomous electric mowers driven by AI. This technology has been deployed to our operations in California and Tennessee. These mowers have a robust safety system so they can work with our crews on their weekly service routes. These mowers have a mulching deck system that does not require the bagging of the grass clippings.

What does that mean for you? It means that we will ultimately be able to reduce our labor and disposal costs. These savings will help reduce the need for cost increases to our clients. Our goal is to understand the current maintenance requirements of each client and find a way to ensure that we are the most cost-effective, professional, and full-service commercial landscape company in your area.

We have no intention of changing the team so your point of contact will remain the same. All the Complete employees have transitioned to Verdant and Tom will remain on as a consultant for at least one year.

As a final note, our number one priority is Safety for both our team and our clients. We have outfitted the team with all the critical safety gear such as gloves, ear plugs, safety vests, safety glasses, cones and audited all of the equipment for safety compliance. If you ever see any of our employees working in an unsafe manner, please let your point of contact or myself know immediately.



If you ever have any questions or concerns, please don't hesitate to reach out to Rich, Brian, Tommy, Tammy or myself. We greatly appreciate your business and look forward to what the future brings with this innovative technology.

Respectfully,

Jerry DeJournett

jerry@verdant.company

206-743-4631



ITEM # 9

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **APPROVE AMENDMENT NO.2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3972 WITH SEBASTIAN WATERWORKS (DBA MR. ROOTER PLUMBING)**

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3972 between the City of Montebello and Sebastian Waterworks Inc., (dba Mr. Rooter Plumbing) for a One (1) Year Extension through June 30, 2026; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Mr. Rooter Plumbing performs citywide on-call plumbing services on an as-needed basis. The annual not-to-exceed amount of this agreement is \$90,000. Staff is requesting the execution of Amendment No. 2 (Attachment A) to extend the term of the agreement by one (1) year -- through June 30, 2026. The annual not-to-exceed amount will remain at \$90,000. The agreement is managed by the Department of Public Works and funded through the Public Works, Facilities Maintenance Division budget. There is no budget amendment action needed for Fiscal Year 2024-25. Sufficient funding for these services will be included in the FY 2025-26 budget.

BACKGROUND/DISCUSSION:

On April 7, 2022, the City executed Agreement No. 3972 with Sebastian Waterworks (dba Mr. Rooter Plumbing) for On-Call Plumbing Services for an annual not-to-exceed amount

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 2 of 2

of \$45,000. On March 13, 2024, the City entered into Amendment No. 1 of the Agreement, increasing the annual not-to-exceed threshold to \$90,000.

For the past three years, Mr. Rooter Plumbing has provided citywide plumbing services to City facilities on an as-needed basis. Due to their responsive and satisfactory performance, Staff is recommending approval of the second one-year term extension option under **SECTION 2. Term** of Agreement No. 3972 (Attachment C). Amendment No. 2 to the agreement will extend the term, expiring on June 30, 2026.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends extending the term of Professional Services Agreement No. 3972 to June 30, 2026 (one year extension) and Authorize the City Manager to execute Amendment No. 2 (Attachment A).

ATTACHMENT(S)

1. Attachment A - Amendment No 2 to Agr 3972
2. Attachment B - Amendment No 1 to Agr 3972.
3. Attachment C - Agr No. 3972 - Sebastian Waterworks

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3972
WITH SEBASTIAN WATERWORKS, INC.

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 26th day of March 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and SEBASTIAN WATERWORKS, INC., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain *Professional Services Agreement No. 3972 with Sebastian Waterworks, Inc.* for On-Call Plumbing Services, dated April 7, 2022 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Plumbing Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process.

WHEREAS, the City entered into *Amendment No. 1 to Professional Services Agreement No. 3972 with Sebastian Waterworks, Inc.* ("First Amendment"), increasing the annual not-to-exceed amount from \$45,000 to \$90,000 for the Professional Services set in the agreement.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby agree to exercise the first of two optional one-year extension terms pursuant to Section 2. Term of the Agreement up to the end of the current fiscal year. The termination/expiration date of the Agreement will now terminate on June 30, 2026. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Plumbing Services by Sebastian Waterworks, Inc.

AMENDMENT NO. 2 TO AGREEMENT NO. 3972

Page 2 of 3

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[END OF AMENDMENT NO. 2]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 2 TO AGREEMENT NO. 3972

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

SEBASTIAN WATERWORKS, INC.

Raul Alvarez, City Manager

Joe Diaz

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3972
WITH SEBASTION WATERWORKS, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 13th day of March 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and SEBASTION WATERWORKS, INC., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Plumbing Services by and between the City of Montebello and Sebastian Waterworks, dba Mr. Rooter Plumbing, dated April 7, 2022 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Plumbing Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Consultant desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Services/Compensation." The city agrees to increase the annual amount not-to-exceed amount from \$45,000 to \$90,000 for the Professional Services set in the agreement.

AMENDMENT NO. 1 TO AGREEMENT NO. 3972

Page 2 of 3

SECTION 2. Except as expressly modified by this Amendment No. 1, all provisions of the Agreement, shall remain in full force and effect.

SECTION 3. Entire Agreement. The provisions of this Amendment No. 1 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.

SECTION 4. Authority. The person or persons executing this Amendment No. 1 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3972

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

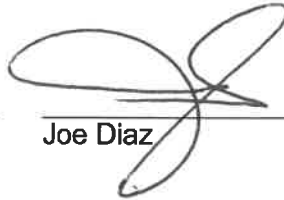
CITY OF MONTEBELLO



Raul Alvarez, City Manager

("CONSULTANT")

SEBASTION WATERWORKS, INC.



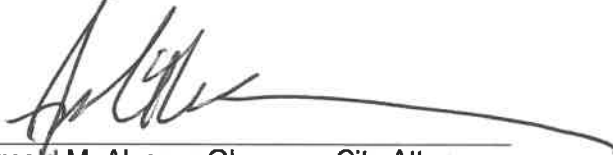
Joe Diaz

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 5314 South Yale Avenue Suite 900 Tulsa OK 74135	CONTACT NAME: Ty Oden PHONE (A/C, No, Ext): 918-764-7120 E-MAIL ADDRESS: Ty_Oden@ajg.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : RLI Insurance Company		13056
INSURER B : Travelers Casualty Insurance Co of America		19046
INSURER C : Travelers Property Casualty Co of America		25674
INSURER D : Contractors Bonding and Insurance Company		37206
INSURER E : Capitol Specialty Insurance Corporation		10328
INSURER F : BCS Insurance Company		38245

COVERAGES**CERTIFICATE NUMBER:** 1530029056**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			PPO1000011	12/21/2023	12/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA1W862498	12/21/2023	12/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			EX2X025167 XPO2000018	12/21/2023 12/21/2023	12/21/2024 12/21/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
E F	Pollution Liability Cyber Liability			EV2022093902 RPSP50255243N	12/21/2023 12/12/2023	12/21/2024 4/1/2025	Per Occurrence / Agg Limit / Deductible \$2M / \$2M \$500,000 / \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Coverages:
Employment Practices Liability - Policy No. EKS3505381 - Eff Date: 12/21/2023; Exp Date: 12/21/2024
ICO: Scottsdale Insurance Company
Limits: \$500,000
Deductible: \$25,000

CERTIFICATE HOLDER**CANCELLATION**

City of Montebello
Public Works Department
1600 W. Beverly Blvd.
Montebello CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2024

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PRODUCER PAYCHEX INSURANCE AGENCY, INC. 225 KENNETH DRIVE ROCHESTER, NY 14623	CONTACT NAME: Paychex Insurance Agency Inc PHONE (A/C, No. Ext): 877-266-6850 E-MAIL ADDRESS: certs@paychex.com FAX (A/C, No): 585-389-7426
INSURED Sebastian Waterworks, Inc. DBA Mr. Rooter Plumbing 221 West Pomona Blvd Monterey Park CA 91754	INSURER(S) AFFORDING COVERAGE INSURER A: NorGUARD Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

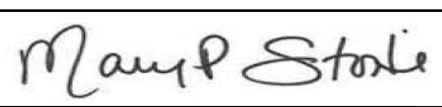
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A Y	SEWC446515	07/01/2023	07/01/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Montebello Public Works Department 1600 W. Beverly Blvd. Montebello, CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3972
WITH SEBASTIAN WATERWORKS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **April 7, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and SEBASTIAN WATERWORKS, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide plumbing services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to conduct a trails study as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized

PROFESSIONAL SERVICES AGREEMENT NO. 3972

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billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total compensation shall not exceed \$45,000.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT

agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for

PROFESSIONAL SERVICES AGREEMENT NO. 3972

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its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of

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competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
- c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.
- e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
- f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

- g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).
- h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies

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providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

- a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

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e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to: City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: dsosnowski@cityofmontebello.com

If to Consultant: Sebastian Waterworks, Inc. dba Mr. Rooter Plumbing
Attn: Joe Diaz
PO Box 3735
Montebello, CA 90640
(323) 721-1243
diazmrrooterplumbingsg@gmail.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

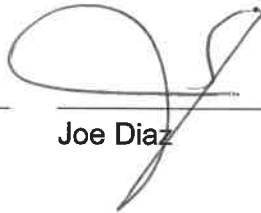
CITY OF MONTEBELLO

("CONSULTANT")

SEBASTIAN WATERWORKS, INC.



René Bobadilla, City Manager



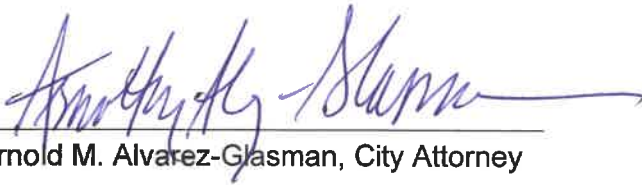
Joe Diaz

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work/Schedule of Compensation

EXHIBIT "A"

Scope of Work/Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL PLUMBING SERVICES

COST PROPOSAL

Contractor Name: Mr. Rooter Plumbing

Phone: 323-721-1243 **Email:** diazmrrooterplumbingsg@gmail.com

Contractor License #: 851276

Department of Industrial Relations #: 1000023781

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ 165.00 /hr	\$ 247.50 /hr	\$ 330.00 /hr
Labor Supervisory/Hour	\$ 185.00 /hr	\$ 277.50 /hr	\$ 370.00 /hr
Additional Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Pump Truck (3 hour min)	\$ 275.00 /hr	\$ 412.50 /hr	\$ 550.00 /hr
Hydro Jetting	\$ 250.00 /hr	\$ 375.00 /hr	\$ 500.00 /hr
Video Inspection	\$ 225.00 /hr	\$ 337.50 /hr	\$ 450.00 /hr
Leak Testing/Tracing	\$ 275.00 /hr	\$ 412.50 /hr	\$ 550.00 /hr
Backflow Testing	Cost per Test: \$ 135.00		
Materials Markup: <u>40 %</u>			

*No markup on materials supplied by the City of Montebello, there is a 40% markup on any materials supplied by Mr. Rooter

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Notes: Fuel, travel or any other miscellaneous costs will not be reimbursed. The City will register contract with the Department of Industrial Relations and provide the DIR project number as necessary.

Authorized Representative: Joe Diaz

Signature: 

Date: 5/19/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1300 South Main Street Tulsa OK 74119	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Ty Oden</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 513-977-3197</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: ty_oden@ajg.com</td> </tr> </table>	CONTACT NAME: Ty Oden		PHONE (A/C, No, Ext): 513-977-3197	FAX (A/C, No):	E-MAIL ADDRESS: ty_oden@ajg.com									
CONTACT NAME: Ty Oden															
PHONE (A/C, No, Ext): 513-977-3197	FAX (A/C, No):														
E-MAIL ADDRESS: ty_oden@ajg.com															
INSURED Sebastian Waterworks, Inc. P.O. Box 3735 Montebello CA 90640	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER B : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Casualty Insurance Company	24074	INSURER B : Nautilus Insurance Company	17370	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Ohio Casualty Insurance Company	24074														
INSURER B : Nautilus Insurance Company	17370														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 259095107 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	BKO58223489	12/21/2021	12/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAW58223489	12/21/2021	12/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			BKO58223489	12/21/2021	12/21/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability			CPL202800414	12/29/2021	12/21/2022	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is an Additional Insured with respects to the General Liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Waiver of Subrogation applies to certificate holder, with respects to the General Liability and Auto Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

30 day notice of cancellation applies in favor of the Certificate Holder.

CERTIFICATE HOLDER
CANCELLATION

City of Montebello - Public Works 1600 West Beverly Blvd. Montebello CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ITEM # 10

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3878 WITH SHOCKWAVE ELECTRIC

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3878 between the City of Montebello and Shockwave Electric for a One (1) Year Extension to June 30, 2026; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Shockwave Electric performs citywide on-call Electric services on an as-needed basis. The annual not-to-exceed amount of this agreement is \$85,000. Staff is requesting the execution of Amendment No. 2 (Attachment A) to extend the term of the agreement by one (1) year -- through June 30, 2026. The annual not-to-exceed amount will remain at \$85,000. The agreement is managed by the Department of Public Works and funded through the Public Works, Facilities Maintenance Division and Transit budgets. There is no budget amendment action needed for Fiscal Year 2024-25. Funding for these services will be included in the FY 2025-26 budget.

BACKGROUND/DISCUSSION:

On March 9, 2021, the City executed Agreement No. 3878 with Shockwave Electric for On-Call Electric Services for an annual not-to-exceed amount of \$45,000. On March 13, 2024, the City entered into Amendment No. 1 of the Agreement, increasing the annual

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 2 of 2

not-to-exceed threshold to \$85,000.

For the past four years, Shockwave Electric has provided citywide Electric services to City facilities on an as-needed basis. Due to their responsive and satisfactory performance, Staff is recommending approval of the second one-year term extension option under **SECTION 2. Term** of Agreement No. 3878 (Attachment C). Amendment No. 2 to the agreement will extend the term, expiring on June 30, 2026.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends extending the term of Professional Services Agreement No. 3878 to June 30, 2026 (one year extension) and Authorize the City Manager to execute Amendment No. 2 (Attachment A).

ATTACHMENT(S)

1. Attachment A - Agr No. 3878 - Shockwave Electric - Amendment No. 2
2. Attachment B – Agr No. 3878 - Shockwave Electric - Amendment No. 1
3. Attachment C – Agr No. 3878 - Shockwave Electric

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3878
WITH SHOCKWAVE ELECTRIC

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 26th day of March 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and SHOCKWAVE ELECTRIC, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain *Professional Services Agreement No. 3878 by and between City of Montebello and Shockwave Electric* for On-Call Electrical Services , dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process.

WHEREAS, the City entered into *Amendment No. 1 to Professional Services Agreement No. 3878 with Shockwave Electric* ("First Amendment"), increasing the annual not-to-exceed amount from \$45,000 to \$85,000 for the Professional Services set in the agreement and exercised a one-year (1) extension of the agreement's term.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby agree to exercise the second of two additional one-year extension terms pursuant to Section 2. Term of the Agreement up to the end of the current fiscal year. The termination/expiration date of the Agreement will now terminate on June 30, 2026. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Electrical Services by Shockwave Electric.

AMENDMENT NO. 2 TO AGREEMENT NO. 3878

Page 2 of 3

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[END OF AMENDMENT NO. 2]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 2 TO AGREEMENT NO. 3878

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

SHOCKWAVE ELECTRIC

Raul Alvarez, City Manager

Chad Michael Manhood, Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3878
WITH SHOCKWAVE ELECTRIC**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 13th day of March 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Shockwave Electric, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for On-Call Electrical Services by and between the City of Montebello and Shockwave Electric, dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Consultant desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Services/Compensation." The city agrees to increase the annual amount not-to-exceed amount from \$45,000 to \$85,000 for the Professional Services set in the agreement.

AMENDMENT NO. 1 TO AGREEMENT NO. 3878

Page 2 of 3

SECTION 2. "Term." The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3822, Amendment No. 1 which allows for the extension of the Agreement for an additional (1) year. The original termination/expiration date of the Agreement, as set on March 8, 2021, is hereby extended, and the Agreement will now terminate on March 8, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On- Call Electrical Services by Shockwave Electric.

SECTION 3. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3878

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO



Raul Alvarez, City Manager

("CONSULTANT")

SHOCKWAVE ELECTRIC



Chad Michael Manhood, Owner

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3878

BY AND BETWEEN

CITY OF MONTEBELLO AND

SHOCKWAVE ELECTRIC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 9, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Shockwave Electric, a California corporation (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide on-call electrical services ("Project"); and

WHEREAS, CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. Except as otherwise expressly set forth herein, all terms, conditions, requirements, and provisions of the resulting agreement with CONTRACTOR for on-call electrical services are incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY on-call electrical services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed Forty Five Thousand Dollars and 00/100 Cents (\$45,000.00). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the Parties beginning July 1, 2022; provided that if granted by CITY, such adjustment shall not-exceed five percent (5%) per year thereafter.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the written Notice to Proceed by CITY ("Effective Date") and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by 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 CITY upon request.

SECTION 4. PREVAILING WAGES.

- a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee

<http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each

worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

SECTION 5. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above those expressly provided for herein shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager") and/or his/her authorized designee.

SECTION 7. CITY SUPERVISION.

The City Manager, and/or his/her authorized designee, shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager and/or his/her authorized designee.

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 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 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, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in

any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect 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 \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to CITY. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the

services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 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 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:

David Sosnowski
Director of Recreation & Community Services
Recreation & Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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 CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each Party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO
("CITY")



René Bobadilla, City Manager

SHOCKWAVE ELECTRIC
("CONTRACTOR")



(Signature)



Printed Name

Title: Owner

Dated: 3/9/2021

Dated: 4-8-21

ATTEST:



Christopher Jimenez
City Clerk

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL ELECTRICAL SERVICES

COST PROPOSAL

Contractor Name: Shockwave ElectricContractor License #: 917637Department of Industrial Relations #: 6261890-3130

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ <u>65</u> /hr	\$ <u>97.50</u> /hr	\$ <u>130</u> /hr
Supervisory/Hour	\$ <u>75</u> /hr	\$ <u>142.50</u> /hr	\$ <u>190</u> /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck w/labor	\$ <u>105</u> /hr	\$ <u>247.50</u> /hr	\$ <u>330</u> /hr
Regular Crane w/ labor	\$ <u>105</u> /hr	\$ <u>247.50</u> /hr	\$ <u>330</u> /hr
Crane 30 feet + w/labor	\$ <u>250</u> /hr	\$ <u>375</u> /hr	\$ <u>500</u> /hr
Materials Markup: <u>10</u> %			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: Chad MahoodSignature: Chad MahoodDate: 2/15/21



ITEM # 11

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 3860 WITH BEROKOFF ELECTRIC

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3860 between the City of Montebello and Berokoff Electric for a One (1) Year Extension (through June 30, 2026); and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Berokoff Electric performs citywide on-call Electric services on an as-needed basis. The annual not-to-exceed amount of this agreement is \$50,000. Staff is requesting the execution of Amendment No. 2 (Attachment A) to extend the term of the agreement by one (1) year -- through June 30, 2026. The annual not-to-exceed amount will remain at \$50,000. The agreement is managed by the Department of Public Works and funded through the Public Works, Facilities Maintenance Division and Transit budgets. There is no budget amendment action needed for Fiscal Year 2024-25. Sufficient funding will be included in the FY 2025-26 budget.

BACKGROUND/DISCUSSION:

On March 9, 2021, the City executed Agreement No. 3860 with Berokoff Electric for On-Call Electric Services for an annual not-to-exceed amount of \$45,000. On April 24, 2024, the City executed Amendment No. 1 of the Agreement, increasing the annual not-to-

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

Page 2 of 2

exceed threshold to \$50,000.

For the past four years, Berokoff Electric has provided citywide electric services to City facilities on an as-needed basis. Due to their responsive and satisfactory performance, Staff is recommending approval of the second one-year term extension option under SECTION 2. Term of Agreement No. 3860 (Attachment C). Amendment No. 2 will extend the term, expiring on June 30, 2026.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends extending the term of Professional Services Agreement No. 3860 to June 30, 2026 (one year extension) and Authorize the City Manager to execute Amendment No. 2 (Attachment A).

ATTACHMENT(S)

1. Attachment A – Agr No. 3860 - Berokoff Electric - Amendment 2
2. Attachment B – Agr No. 3860 - Berokoff Electric - Amendment 1
3. Attachment C – Agr No. 3860 - Berokoff Electric

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3860
WITH BEROKOFF ELECTRIC

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 26th day of March 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and BEROKOFF ELECTRIC, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain *Professional Services Agreement No. 3860 with by and between City of Montebello and Berokoff Electric* for On-Call Electrical Services , dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process.

WHEREAS, the City entered into *Amendment No. 1 to Professional Services Agreement No. 3972 with Berokoff Electric* ("First Amendment"), increasing the annual not-to-exceed amount from \$45,000 to \$50,000 for the Professional Services set in the agreement and exercised a one-year (1) extension of the agreement's term.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby agree to exercise the second of two one-year optional extensions pursuant to Section 2. Term of the Agreement up to the end of the current fiscal year. The termination/expiration date of the Agreement will now terminate on June 30, 2026. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Electrical Services by Berokoff Electric.

AMENDMENT NO. 2 TO AGREEMENT NO. 3860

Page 2 of 3

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 2, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement, the provisions of this Amendment No. 2 shall control.

[END OF AMENDMENT NO. 2]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 2 TO AGREEMENT NO. 3860

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

BEROKOFF ELECTRIC

Raul Alvarez, City Manager

John P Berokoff, Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3860
WITH BEROKOFF ELECTRIC**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 24th day of April 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Berokoff Electric, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for On-Call Electrical Services by and between the City of Montebello and Berokoff Electric, dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process.

WHEREAS, under Section 2. **TERM**, this Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Services/Compensation." The city agrees to increase the annual not-to-exceed amount from \$45,000 to \$50,000 for the Professional Services set in the agreement.

SECTION 2. "Term." The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3860, Amendment No. 1 which allows for the extension of the Agreement for an additional (1) year. The original termination/expiration date of the Agreement, as set on March 9, 2021, is hereby extended, and the Agreement will now terminate on March 8, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Electrical Services by Berokoff Electric.

AMENDMENT NO. 1 TO AGREEMENT NO. 3860

Page 2 of 3

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3860

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO



Raul Alvarez, City Manager

("CONSULTANT")

BEROKOFF ELECTRIC



John P. Berokoff, Owner

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3860

BY AND BETWEEN

CITY OF MONTEBELLO AND

BEROKOFF ELECTRIC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 9, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Berokoff Electric, a sole proprietorship (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide on-call electrical services ("Project"); and

WHEREAS, CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. Except as otherwise expressly set forth herein, all terms, conditions, requirements, and provisions of the resulting agreement with CONTRACTOR for on-call electrical services are incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY on-call electrical services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed Forty Five Thousand Dollars and 00/100 Cents (\$24,500.00). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the Parties beginning July 1, 2022; provided that if granted by CITY, such adjustment shall not-exceed five percent (5%) per year thereafter.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the written Notice to Proceed by CITY ("Effective Date") and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), additional, one-year (1) terms upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by 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 CITY upon request.

SECTION 4. PREVAILING WAGES.

- a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee

<http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each

worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

SECTION 5. WORK PRODUCT.

a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above those expressly provided for herein shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager") and/or his/her authorized designee.

SECTION 7. CITY SUPERVISION.

The City Manager, and/or his/her authorized designee, shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager and/or his/her authorized designee.

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 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 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, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that 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 CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in

any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

a. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect 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 \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

☐ **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

☐ **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

☐ **Professional Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to CITY. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the

services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 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 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:

David Sosnowski
Director of Recreation & Community Services
Recreation & Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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 CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each Party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO
("CITY")


René Bobadilla, City Manager

BEROKOFF ELECTRIC
("CONTRACTOR")


(Signature)

John P Berokoff
Printed Name

Title: owner

Dated: 3/9/2021

Dated: 3/10/21

ATTEST:


Christopher Jimenez
City Clerk

APPROVED AS TO FORM:

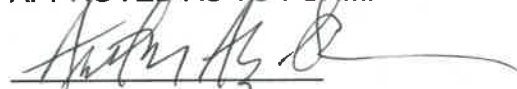

Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL ELECTRICAL SERVICES

COST PROPOSAL

Contractor Name: Berokoff ElectricContractor License #: C-10 434107Department of Industrial Relations #: PW-LR-1000454198

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ <u>70.00</u> /hr	\$ <u>90.00</u> /hr	\$ <u>100.00</u> /hr
Supervisory/Hour	\$ <u>100.00</u> /hr	\$ <u>120.00</u> /hr	\$ <u>130.00</u> /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck w/labor	\$ <u>200.00</u> /hr	\$ <u>220.00</u> /hr	\$ <u>230.00</u> /hr
Regular Crane w/ labor	\$ /hr	\$ /hr	\$ /hr
Crane 30 feet + w/labor	\$ /hr	\$ /hr	\$ /hr
Materials Markup: <u>50.0</u> %			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: John BerokoffSignature: [Signature]Date: 2/24/2021



ITEM # 12

**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: WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 2481
AMENDING MONTEBELLO MUNICIPAL CODE CHAPTER 3.20
"PURCHASING SYSTEM" AND CHAPTER 3.21 "CONTRACTS FOR
PROFESSIONAL AND SPECIAL SERVICES"**

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Waive the Second Reading and Adopt Ordinance No. 2481 Amending Municipal Code Chapter 3.20 "Purchasing System," and Chapter 3.21 "Contracts for Professional and Special Services" of the Montebello Municipal Code Relating; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no direct fiscal impact related to the approval of the suggested municipal code updates. Some of the recommended updates to Chapters 3.20 et al and 3.21 et al may lead to improved procurement efficiencies, which would conceivably reduce administrative costs.

BACKGROUND/DISCUSSION:

The City of Montebello last updated the section of municipal code governing procurement in January, 2023. Prior to this, updates were made in 2019 and 2022. These previous municipal code updates were comprehensive in nature and necessary to create a modernized purchasing and procurement system.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

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The updates proposed in Ordinance No. 2481 (Attachment A) continue the review and update of the City's procurement guidelines. The proposed updates to the municipal code will help ensure internal procurement, contract management, bid, purchasing and project management processes conform to Caltrans requirements and allow the City to continue qualifying and receiving state and federal funding for important infrastructure projects. Furthermore, the updates incorporate recommendations from the State Auditor.

Caltrans administers various state and federal programs and the City of Montebello is the recipient of both competitive and non-competitive grants that fall under the purview of Caltrans oversight. The City must adhere to strict guidelines developed in accordance with policy and procedural requirements as dictated in State law by the California Transportation Commission (CTC) and Caltrans.

When the City chooses a consultant to perform Architectural & Engineering (A&E) services, Construction Management Services or actively solicits construction bids from licensed contractors, the City must ensure that the consultant or contractor is selected in accordance with acceptable federal and state guidelines. The City is required to ensure that consultants and contractors are in good standing. Staff is responsible to perform their due diligence and ensure that consultants and contractors are not debarred and are considered responsive and responsible consultants/contractors before recommending awarding a professional services agreement or contract agreement.

One of the updates to Chapters 3.20 and 3.21 of the City's municipal code includes language that requires confirmation that potential vendors are not disbarred or otherwise ineligible to participate in a federally funded project (3.20.080(D), 3.20.110(C), and 3.20.140(D)(3) and (E)(4). Also, 3.20.140(G) details requirements for procurement when using federal funds. Changes to these sections of the Municipal Code via adoption of this ordinance are a requirement that allows the City to continue receiving federal and state funding for infrastructure projects.

Finance and Public Works staff worked closely with the City Attorney's office to ensure the proposed changes coincide with current Government Code and other governing rules and regulations. The end goal is amended municipal code language that improves efficiency and clarity, while ensuring the proper level of control over all purchasing and procurement processes and practices – including when utilizing federal and state funding for projects.

On March 12, 2025, the City Council introduced and approved the first reading of Ordinance No. 2481.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

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SUMMARY:

It is recommended that the City Council waive the Second Reading and Adopt Ordinance No. 2481 Amending Chapters "Purchasing System," and 3.21 "Contracts for Professional and Special Services" of the Montebello Municipal Code, with the amendments being effective thirty (30) days from City Council approval.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2481 - MMC 3.20 PURCHASING SYSTEM REVISIONS, Final

ORDINANCE NO. 2481

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTERS 3.20 PURCHASING SYSTEM AND 3.21 CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES OF THE MONTEBELLO MUNICIPAL CODE

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, an amendment to Chapter 3.20 *PURCHASING SYSTEM*, and Chapter 3.21 *CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES*, of the Montebello Municipal Code ("MMC"), are necessary to ensure that the MMC aligns with state and federal procurement requirements, to ensure uniformity amongst various bidding procedures, and to establish best practices for procurement; and

WHEREAS, pursuant to sections 54201 et seq. of the California Government Code, policies and procedures that govern the purchase of supplies and equipment must be adopted by an ordinance; and

WHEREAS, the City finds that the proposed amendments to MMC Chapters 3.20 and 3.21 are necessary to ensure a fair, efficient, and transparent procurement process in compliance with the regulations applicable to state and federal funding sources.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY ORDAINS AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT; RESERVATION. Chapter 3.20 of the Montebello Municipal Code is hereby amended to read as follows (deletions in ~~striketrough~~ and additions in double underline):

Chapter 3.20 – PURCHASING SYSTEM

3.20.050 Conformance with bidding procedures.

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

- A. Emergency Procurement: When an emergency, as determined by the purchasing agent with the approval of the city manager in writing, is deemed to require that an order be placed with the nearest available source of supply;
- B. Sole/Single Source Goods and/or Services: When the supplies and equipment needed can be obtained from one source only, such that written declaration of such will be required and noted by standard forms;
- C. ~~Reserved.~~ Standardization of Goods and/or Services: When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the city. Examples of items lending themselves to standardization are computer equipment, computer hardware and software products, public safety equipment such as ammunition, ballistic vests, light bars, mobile radios, camera systems, and fire apparatus. The purchasing officer shall have discretion in determining what goods and/or services fall within this category;
- D. City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same;
- E. Less than Two Thousand Dollars: When the amount of the purchase involved is less than two thousand dollars and cumulative citywide purchases from a single vendor/consultant/firm/etc. have not exceeded this amount during the fiscal year (July 1 - June 30);
- F. Cooperative Purchase - Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term "cooperative governmental purchase program" means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services.
- G. Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the city, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.
- H. ~~Reserved.~~ Professional Services – Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers,

accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.

- I. Solicitation of Bids with No Response: Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the Purchasing Manager may proceed to have the services performed or the goods procured without further competitive bidding;
- J. Compliance: Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.
- K. Maximum Contract Term: Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.
- L. Not to Exceed Amount: All agreements executed shall include a maximum dollar limit, i.e., a "not-to-exceed amount." The maximum dollar limit shall be established by the term of the agreement, when applicable. Any use or application of the bidding procedure exceptions listed herein for the purchase of supplies and equipment for city use shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. This written record shall be kept for at least five years.

3.20.080 Formal contract procedure.

Except as otherwise provided herein, purchases and contracts for supplies and equipment of an estimated value of fifty thousand dollars or more for contracts which do not constitute a public project as defined by Section 22002 of the Public Contract Code, shall be by written contract with the lowest responsible bidder pursuant to the procedure prescribed herein.

- A. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured and the time and place for opening bids.
 - 1. Published Notice. Notices inviting bids shall be published at least ten days before the date of opening of the bids. Notice shall be published at least once via the city's website or in a newspaper of general circulation, printed and published in the city, or if there is none, it shall be posted in at least three public places in the city that have been designated by ordinance as the places for posting public notices.
 - 2. Bidders' List. The purchasing officer shall also solicit sealed bids from all responsible prospective suppliers whose names are on the bidders' list or who have requested their name be added thereto.

- B. Bidders' Security. When deemed necessary by the purchasing officer, bidders' security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit his bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been made, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidders' security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
- C. Bid Opening Procedure. Sealed bids shall be submitted to the purchasing officer and shall be identified as bids on the envelope or via electronic method. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection via the city's website or posted during regular business hours for a period of not less than thirty calendar days after the bid closing.
- D. Rejection of Bids. In its discretion, the city council may reject any and all bids presented and re-advertise for bids. City staff shall confirm, prior to any award, that bidders are in good standing with all applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the Contractors State Licensing Board, business licenses, etc. Any bidders lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations.
- E. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder except as otherwise provided herein.
- F. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay or re-advertising for bids, the city council may accept the one it chooses or accept the lowest bid made by negotiation with the tie bidders at the time of bid opening.
- G. Performance Bonds. The city council shall have authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interests of the city. If the city council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.
- H. No commitment or contract with a definitive term may exceed five years unless determined to be in the public's best interest by the city council.

3.20.110 Bidding procedure prescribed.

Whenever bids are required by law or by this code for the letting of contracts, the doing of work or the furnishing of supplies, equipment or materials, all of the steps, acts and proceedings required by law or by this code shall be fully complied with, and in particular and supplementary to the acts, steps and procedures, the procedure hereinafter set forth in this section regulating the notices inviting bids, the publication and posting of the notices, and the opening of the bids shall be followed:

- A. Notice—Contents. The notice inviting bids shall set a date for the opening of bids. All such notices, whether mailed, published, or posted, shall state the date, the hour, and the place at which the bids called for are to be opened, and shall also state the date, the hour, and the place of the city council meeting at which the city council intends to take action on the bids.
- B. Bids—Opening. All bids shall be returnable to the purchasing officer or to the office of the city clerk, and at the hour and date stated in the notice, all bids shall be publicly opened at the office of the city clerk in the presence of the city clerk, purchasing officer, a representative of the department, or departments, to which the purchase or contract is to be charged, and all other interested parties who wish to attend and witness the opening of the bids. As each bid is opened, it shall be read aloud so that all persons interested in the bidding may hear the contents thereof, although no more of the bid need be read or announced than would ordinarily be announced in an open city council meeting for the same purpose. From and after the time of their opening, the city clerk shall, upon request of any interested party, read or give such further information from the bid as may be requested.
- C. Bids—Compiling. After they have been opened, all bids shall be examined and studied by the city clerk, purchasing officer and any other officials necessary for the proper analysis of the bids to see if they comply with the notice inviting bids and are in all other respects in good order. City staff shall confirm, prior to any award, that bidders are in good standing with all applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the Contractors State Licensing Board, business licenses, etc. Any bidders lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations. A report shall then be made by the appropriate department to the city council announcing the results of the investigation and particularly designate which bid is found to be the lowest bid, the next lowest bid, and all of the other bids in ascending order of the figure or figures quoted.
- D. Bids—Report—Awarding.
 - 1. At the meeting of the city council at which the bids are acted upon, the report shall be read publicly and the bid of the lowest bidder shall be publicly announced.

2. After having complied with the foregoing procedure, the city council shall proceed in accordance with applicable provisions of law or this code either to award the bid and to let the contract therein referred to, or to take such other action as may be authorized by law.
- E. Officer—Deputies. In the absence of the city clerk or purchasing officer, a duly authorized assistant or deputy may act in his place.

3.20.140 Public works projects (uniform public construction cost accounting act).

- A. Adoption of Uniform Public Construction Cost Accounting Act. The city has elected to be subject to the Uniform Public Construction Cost Accounting Act (hereinafter referred to as the "UPCCA" or the "Act"). City contracts for public projects and maintenance work shall be governed by applicable state laws including the Act, Public Contract Code Section 22000 et seq, and the California Uniform Construction Cost Accounting Commission's (hereinafter, "UPCCA Commission") policies and procedures manual and cost accounting review procedures, as amended from time to time.

The term "public works" shall mean the same as the term "public project," as defined by the Act, which means any of the following: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) painting or repainting of any publicly owned, leased, or operated facility; and (3) in the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher.

The term "maintenance work," as defined by the Act, includes: (1) routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes; (2) minor repainting; (3) resurfacing of streets and highways at less than one inch; (4) landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems; and (5) work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of two hundred thirty thousand volts and higher.

Public projects and maintenance work shall be procured through the procedures and at the monetary thresholds set forth in the Act and as further described in this chapter.

- B. Pre-Bid Contractors List for Public Projects and Maintenance Work. The city shall develop and maintain a list of qualified contractors, identified according to categories of work for all projects and any scheduled projects, on an annual basis in accordance with the Act (Public Contract Code Section 22034(a)).
- C. Contracts for Public Projects and Maintenance Work of Sixty Thousand Dollars or Less. Public projects and maintenance work of sixty thousand dollars or less (or the

current amount specified in the Act) may be performed by city employees, by force account, by negotiated contract or by purchase order. Where it is anticipated that a project may be conducted and finished at a cost of sixty thousand dollars (or the amount as specified the Act) or less, the city manager or his/her designee is authorized to approve the project, provided the expenditure is within the approved budget.

D. Contracts for Public Projects and Maintenance Work of Two Hundred Thousand Dollars or Less. Public projects and maintenance work estimated to cost two hundred thousand dollars (or the amount as specified in the Act) or less may be procured through the following informal procedures prescribed by the Act:

1. Notice Inviting Informal Bids. The city manager or his/her designee shall send a notice inviting informal bids not less than ten calendar days before bids are due to: (a) all contractors on the list of qualified contractors developed by the UPCCA Commission; or (b) all contractors on the list of qualified contractors and to the designated construction trade journals specified in Section 22036 of the Public Contract Code. The notice inviting informal bids shall describe the project, how to obtain more detailed information about the project, and the time, date and place for the submission of bids. Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids, provided however:
 - a. If there is no list of qualified contractors maintained by the city for the particular category of work performed, the notice inviting bids shall be sent only to the construction trade journals specified by the commission.
 - b. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
2. Distribution of Bid Documents. Bid documents may be transmitted and/or received via mail, facsimile, or email notice inviting informal bids to all construction trade journals specified in Section 22036 of the Public Contract Code.
3. Award of Contracts. The city manager or his/her designee is authorized to award such informal public projects and maintenance work, provided the expenditure is within the approved budget and in a form approved by the city attorney. The city manager or his/her designee may, at his/her sole discretion, reject any or all bids presented and waive any minor irregularity or informality in such bids. City staff shall confirm, prior to any award, that bidders are in good standing with all applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the Contractors State Licensing Board, business licenses, etc. Any bidders lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations. The contract shall be awarded to the lowest responsive, responsible bidder. If two or more bids are the same and the lowest, the city manager may accept the one he/she chooses. If no bids are received through the informal procedure, the project

- may be performed by city employees, by force account or negotiated contract without further complying with this section.
4. Informal Bids Between Two Hundred Thousand Dollars and Two Hundred and Twelve Thousand Five Hundred Dollars. If all bids received are in excess of the amount specified in this section, the city council may, by adoption of a resolution by a four-fifths vote, award the contract, at two hundred and twelve thousand five hundred dollars or less, to the lowest responsible bidder, if it determines the cost of the estimate of the city was reasonable.
- E. Contracts for Public Projects and Maintenance Work Greater Than Two Hundred Thousand Dollars. Public projects and maintenance work of more than two hundred thousand dollars (or the current amount as specified in the Act) shall be procured through the following formal bidding procedures prescribed by the Act:
1. Notice Inviting Formal Bids. The city manager or his/her designee shall publish a notice inviting formal bids for public projects and maintenance work at least fourteen calendar days before the bid opening date in a newspaper of general circulation in the city. Additionally, the city manager or his/her designee shall send a notice inviting formal bids to all contractors on the list of qualified contractors and to the designated construction trade journals specified in Section 22036 at least fifteen calendar days before bids are due. The notice shall describe the project, how to obtain more detailed information about the project, and the time and place for submission of bids.
 2. Bidder's Security. All bids presented in connection with the public project shall be accompanied by bidder's security in the form and amount prescribed by Public Contract Code Section 20170, which security shall be dealt with as prescribed therein. In all cases bidders shall be entitled to return of bid security provided that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within ten days after the notice of award of contract has been mailed, unless the city is responsible for the delay. The city council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the city to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.
 3. Bid Opening Procedure. Sealed bids shall be submitted to the department identified in the invitation for bid documents and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty calendar days after the bid opening.
 4. Award of Contracts. Contracts shall be awarded by the city council to the lowest responsible bidder. The city council may, in its sole discretion, waive minor irregularities in the bids or in the bidding procedures. City staff shall confirm, prior to any award, that bidders are in good standing with all

applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the Contractors State Licensing Board, business licenses, etc. Any bidders lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations. The city council may reject all bids presented, and re-advertise for bids.

5. Tie Bids and No Bids. If two or more bids are the same and the lowest, the city council may accept the one it chooses. If no bids are received through the formal procedure, the project may be performed by city employees, by force account or negotiated contract without complying with this section.
6. Rejecting Bids and Performing Project through City Employees. In its discretion, the city council may reject any bids presented, if the city, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the city, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the city's intention to reject the bid and shall be mailed at least two business days prior to the hearing at which the city intends to reject the bid. If after the first invitation of bids, all bids are rejected, the city shall reevaluate its cost estimates of the project and either:
 - a. Abandon the project or re-advertise for bids in the manner described by this section; or
 - b. May have the project completed by force account without further complying with this section, if it passes a resolution by a four-fifths vote of the city council declaring that the project can be performed more economically by the employees of the city.
7. Performance Bonds. The department head shall have authority to require a performance bond before entering a contract in such amount as he or she finds reasonably necessary to protect the best interests of the city. If the city manager requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

F. Emergencies.

1. In cases of emergency when repair or replacements are necessary, the city council, pursuant to a four-fifths vote, may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city council, by contractor, or by a combination of the two. The city council's authority under this section may be exercised pursuant to Public Contract Code Section 22035.
2. In case of emergency, if notice for bids to let contracts will not be given, the city shall comply with Chapter 2.5 of Part 3 of Division 2 of the Public Contracting Code (commencing with Section 22050).
3. City council delegates to the city manager, the authority to order any direct and immediate action necessary to repair or replace a public facility, procure the

necessary equipment, services and supplies for the purposes of addressing an emergency, without giving notice for bids to let contracts per Paragraph 2 of this section. If the city manager orders any action specified under this section, the city manager shall report to city council at its next meeting as required under Section 22050 of the Public Contract Code.

G. Contracts for Public Works Transportation Construction Projects Funded by Federal and State Funds. The requirements herein apply to the procurement and administration of Federal Highway Administration (FHWA) federal-aid funded construction projects subject to the provisions of 23 U.S.C. 112(a) (related to construction). The California Department of Transportation (Caltrans) Local Assistance Procedures Manual shall be used when the City administers a federal-aid construction project. The following grant and contract management procedures shall apply:

1. Bidding Procedures. One of the most basic tenets of federal-aid contracting is that construction contracts are to be awarded competitively to the contractor which submits the lowest responsive bid. This federal mandate is set forth in 23 U.S.C.112 and reinforced by 23 CFR 635.114(a) which states: Federal-aid contracts shall be awarded only on the basis of the lowest responsive bid submitted by a bidder meeting the criteria of responsibility as may have been established by the SHA. Project advertisement is the process used in soliciting such competitive bids from contractors. Chapter 15 of the LAPM, titled: Advertise and Award Project, shall be followed for all bidding activities beginning with advertising of a construction contract and continuing through the bid opening, award, and detail estimate procedures.
2. Advertisement. For construction contracts administered by Caltrans, the advertisement period of the project should be a minimum of three weeks per LAPM. A failure to advertise for the appropriate amount of time could result in the loss of federal and/or state funding for the project.
3. Required Federal Contract Language. The city shall ensure all required federal contract language is included and shall refer to Chapter 12 of the LAPM, titled Plans, Specifications, and Estimates, for the most current requirements.
4. Person in Responsible Charge. Federal statutes require the local public agency to provide a full-time agency employee who is accountable for any federal-funded project they administer. This individual is the person in responsible charge of the project (23 CFR 172.9(d)(1)). The person designated in responsible charge must be a public agency employee but does not need to be an engineer. The city shall follow Chapter 16 of the LAPM, titled Administer Construction Contracts, for procedures and guidelines local public agencies must follow when administering the construction of federal-aid projects.
5. Records Retention/Contract Project Files. Federal-aid highway program funding recipients and sub-recipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in

compliance with federal laws and regulations (e.g. 23 USC 112, 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR Part 200). These records must be maintained for a minimum of three (3) years. Chapter 16 of the LAPM, titled Administer Construction Contracts, shall be the procedures and guidelines for the city when administering the construction of federal-aid projects.

6. Invoicing. When requesting reimbursement of federal funds for construction contracts, the city must follow the procedures given in Chapter 5 of the LAPM, titled Invoicing. The city must ensure only eligible costs are claimed on invoices submitted to Caltrans, that billing is reviewed and approved prior to invoicing Caltrans, and Request for Reimbursement are submitted to Caltrans at least once every six months, or as required in the agreement between Caltrans and the city.
7. Project Responsibility. All responsibility of a construction contract funded by state and/or federal dollars will reside with the City and not the State of California. Language in the contracts should read that the state does not have the right to assume full and direct control of the contract.

SECTION 3. AMENDMENT; RESERVATION. Chapter 3.21 of the Montebello Municipal Code is hereby amended to read as follows (deletions in ~~strikethrough~~ and additions in double underline):

Chapter 3.20 – CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES

3.21.010 - Definitions.

For purposes of this chapter, the following words shall have the following meanings:

~~"Professional/special services" means services which require special performance criteria; special or specific equipment; specific experience, knowledge, training, personal judgment, quality of work or factors other than simply obtaining the service at the lowest cost to the city. Such services include, but are not limited to, those provided by attorneys, architects, engineers, land surveyors, construction managers, appraisers, experts, accounting firms, security firms, computer consultants/programmers and/or other specialized consultants. Professional/special services do not include services rendered by city officers or employees, entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.~~

3.21.020 - Experience and qualifications of professional/special service providers.

- A. In contracting for professional/special services, such contracts shall only be awarded to firms or persons who have demonstrated adequate levels of experience, competence, resources/equipment, staffing and other professional

qualifications necessary for more than a satisfactory performance of the services required in the time period needed. City staff shall confirm, prior to any award, that service providers are in good standing with all applicable agencies, and maintain all required licenses, including but not limited to SAM.gov, the State of California, business licenses, etc. Any service providers lacking the required licensure requirements or are not in good standing with the applicable agencies may not be eligible for the award pursuant to the applicable regulations.

- B. Once the department requesting the professional/special service has determined a firm has an adequate level of competence, the cost of the service may be considered, however, price may not be the sole factor in determining to whom a contract shall be awarded. The city's best interests may be served by awarding the contract to a higher priced contractor based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship, and other factors required by the department or proposed by the contractor.
- C. No commitment or contract with a definitive term may exceed five years.

3.21.025 - Conformance with bidding procedures.

The acquiring of professional/special services shall be made and accomplished in conformity with [Section 3.21.050](#) or [Section 3.21.060](#) except:

- A. When an emergency, as determined by the purchasing agent with the written approval of the city manager, is deemed to require that an order be placed with the nearest available source;
- B. When the professional/special services needed can be obtained from one source only;
- C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or
- D. When the amount of the professional/special services involved is less than two thousand dollars.
- ~~E. Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.~~

~~F. Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.~~

E. Cooperative Purchase - Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term "cooperative governmental purchase program" means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services.

F. Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the city, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.

Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended. Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years. All agreements executed shall include a maximum dollar limit, i.e., a "not-to-exceed amount." The maximum dollar limit shall be established by the term of the agreement, when applicable. Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this Article.

Any use or application of the bidding procedure exceptions listed herein for the acquisition of professional/special services shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. In addition, the exception identified and the reason for applying the exception, along with the written record of such use or application, shall be included and explained in the agenda report submitted to the City Council seeking approval of the exception. This written record shall be kept for at least five years.

SECTION 4. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 26TH DAY OF MARCH 2025.

Salvador Melendez, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 12th day of March 2025, and was adopted by the City Council of the City of Montebello at its meeting held on the 26th day of March 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk



ITEM # 13

**CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT**

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3936 WITH A & A FLEET PAINTING, INC., TO EXTEND CITYWIDE VEHICLE PAINT AND BODY REPAIR SERVICES AND APPROVE PAYMENT TO A & A FLEET PAINTING, INC., FOR PAINT AND BODY REPAIR SERVICES COMPLETED

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3936 with A & A Fleet Painting Inc. (A & A Fleet), for a one-year (1-year) term, to extend vehicle paint and body repair services for a total not-to-exceed amount of \$175,000; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2024-25 budget to increase appropriations by \$68,741 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/ Expenses Vehicle Repair and Services); and,
4. Approve payment to A & A Fleet in the amount of \$28,741 for paint and body repairs completed; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Through Amendment No. 1 (Attachment A), the total not-to-exceed amount for Agreement No. 3936 (Attachment B) will increase from \$75,000 to \$175,000 annually. Sufficient appropriations for these expenditures exist in the Fiscal Year 2024-25 adopted operating budget for each respective department. However, to provide payment for paint and body repairs completed and to plan for any unforeseen circumstances or expenses,

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

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a budget amendment for the FY2024-25 adopted budget is required to increase appropriations by \$68,741 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/Expenses Vehicle Repair and Services).

BACKGROUND/DISCUSSION:

On August 26, 2021, the City issued a Request for Quotes (RFQ), No. 21-55, to procure vehicle paint and body repair services for over 200 City-owned vehicles on an as-needed basis. Proposers were required to submit a complete proposal by October 12, 2021, and were encouraged to review all RFQ addendums and announcements. Four (4) responsive proposals were received from vendors as follows:

- A and A Fleet Painting Inc.
- Fleet Collision Services
- Montebello Autocraft, Inc.
- Truck Pro, Inc.

The Evaluation Committee reviewed and scored each proposal based on qualitative and price considerations, including a cover sheet, vendor resume, references, cost proposal, and price advantage. A & A Fleet received the highest overall score due to their expertise, cost efficiency, and experience with similar projects. Moreover, they were determined to be the lowest responsible bidder and recommended for contract award in accordance with the Montebello Municipal Code. On November 10, 2021, the City Council awarded a three-year (3-year) agreement with the option for renewal of up to two (2) additional one-year (1-year) terms, for an annual total not-to-exceed amount of \$75,000.

With Agreement No. 3936 set to expire on November 10, 2024, the City issued a Request for Proposals (RFP) on October 9, 2024, to identify a qualified vendor for ongoing vehicle paint and body repair services. The RFP aimed to secure a vendor capable of providing specific vehicle body repair and painting services for Montebello Bus Lines (MBL) and, on an as-needed basis, for all other City-owned vehicles. On December 5, 2024, the RFP closed. However, due to unforeseen circumstances, the RFP remains in the evaluation process and the City has yet to identify a vendor to be recommended for the contract award.

Given the extended evaluation period and the City's ongoing need for these essential services, staff recommend that the City Council approve utilizing the 1-year extension clause from Agreement No. 3936 -- extending the term through November 10, 2025 -- and increasing the total not-to-exceed amount to \$175,000. Setting a higher total not-to-exceed threshold provides flexibility for a potential rise in the cost of goods and services and any other unforeseen circumstances. This ensures that the operation of the citywide fleet is not negatively impacted.

ENVIRONMENTAL:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

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ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council consider approving Amendment No. 1 to Agreement No. 3936 with A & A Fleet, for an additional 1-year term -- through November 10, 2025 -- and increase the total not-to-exceed amount to \$175,000; authorize the City Manager and/or his designee to execute Amendment No. 1 on the City's behalf; amend the FY 2024-25 adopted budget to increase appropriations by \$68,741 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/Expenses Vehicle Repair and Services); approve payment to A & A Fleet in the amount of \$28,741 for paint and body repairs completed (Attachment C); and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Amendment No. 1 to Agreement No. 3936
2. Attachment B – Agreement No. 3936 with A & A Fleet
3. Attachment C – Invoices for paint and body repairs completed

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3936
WITH A AND A FLEET PAINTING INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 26th day of March 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and A AND A FLEET PAINTING INC, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement for vehicle body repair and painting services, dated November 10, 2021 ("Agreement"), under which the City retained the Consultant to provide services for City-owned vehicles on an as-needed basis; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement permits amendments to be made in writing, executed by both Parties; and

WHEREAS, both parties are mutually satisfied with the performance under the Agreement and wish to extend the services for an additional of one (1) year, under the same conditions as the original Agreement and as outlined herein; and

WHEREAS, both parties also agree to amend the Agreement to increase the annual compensation to a not-to-exceed amount of one hundred and seventy-five thousand dollars (\$175,000), as outlined in Section 2 ("Services/Compensation"); 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:

AMENDMENTS

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of Agreement from **November 11, 2024 – November 10, 2025**

SECTION 3: AMENDMENT TO COMPENSATION. Through this Amendment No. 1, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement as follows:

AMENDMENT NO. 1 TO AGREEMENT NO. 3989

Page 2 of 3

CONTRACTOR shall be compensated at a sum not-to-exceed One Hundred Seventy-Five Thousand Dollars (\$175,000) annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in Exhibit "B". CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3989

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IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

A and A Fleet Painting, Inc.

Raul Alvarez, City Manager

Abel Bautista, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3936
WITH A AND A FLEET PAINTING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **November 10, 2021** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and A AND A FLEET PAINTING, INC. (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONTRACTOR to provide vehicle body repair and painting services for City vehicles on an as-needed basis; 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.

WHEREAS, CONTRACTOR responded to CITY's Request for Quotes dated August 26, 2021 ("RFQ No. 21-55"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits.
- b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated October 12, 2021, attached hereto as **Exhibit "B"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated October 12, 2021 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "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 **Seventy-Five Thousand Dollars (\$75,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

SECTION 3. TERM.

This Agreement shall commence on **November 10, 2021**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

PROFESSIONAL SERVICES AGREEMENT NO. 3936

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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 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 (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

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

PROFESSIONAL SERVICES AGREEMENT NO. 3936

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any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the CONTRACTOR's 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 arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the

policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from 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: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Acting Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@cityofmontebello.com

If to Contractor: A and A Fleet Painting, Inc.
Attn: Abel Bautista, President
13565 12th Street
Chino, CA 91710
(562) 254-0721
aafleetpaintinginc@yahoo.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3936

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

A AND A FLEET PAINTING, INC.



René Bobadilla, City Manager

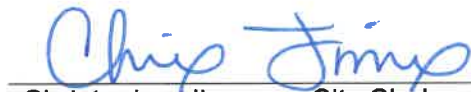


Abel Bautista, President

Date: 11/30/21

Date: 11/17/21

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFQ No. 21-55
- Exhibit B – Contractor's Scope Of Services

Exhibit "A"
RFQ No. 21-55

City of Montebello



REQUEST FOR QUOTE (RFQ) No. 21-55



VEHICLE BODY REPAIR AND PAINTING SERVICES

August 26th, 2021

ONLINE QUOTE SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes, or addendums to the RFQ are posted at:

<https://www.planetbids.com/portal>

INTRODUCTION

The City of Montebello (City) is soliciting quotes from highly qualified vendors (Vendor) to provide vehicle body repair and painting services for over 200 City-owned and operated vehicles on an as-needed basis. It is essential to maintain all operated vehicles and equipment in an effort to ensure the City provides reliable and efficient public services to the residents of Montebello and neighboring communities.

As Los Angeles County reopens and recovers from the coronavirus pandemic, the City seeks to stimulate economic growth by extending new opportunities to businesses within the local communities. Therefore, the City intends to award an agreement to a Vendor that provides the lowest responsible bid for the vehicle body repair and painting services.

SCOPE OF SERVICES

PROJECT DESCRIPTION

The Request for Quote, No. 21-55 (RFQ No. 21-55), seeks a Vendor to provide auto body repair and painting services for all City-owned vehicles on an as-needed basis. The Vendor must have a minimum of five (5) years of recent experience performing similar work/services. The work will be performed at the Vendor's auto body shop unless otherwise agreed to in writing by the City. Compensation will be based on the cost sheet proposed in the Vendor's bid form (see Attachment B).

Auto Body Repair and Painting:

The Vendor will provide auto body repair and painting services for City-owned and operated vehicles (e.g. conventional, transit, and passenger vehicles) and equipment, including, but not limited to, general auto body repair, dent repair, component replacement for exterior/interior body components, collision damage repair, glass repair/replacement, painting vehicle bodies, and other repair services.

Bent parts are to be straightened and reinforced or replaced if necessary. If vehicle decals are damaged, the Vendor will obtain new decals from the City and apply new decals to the repaired vehicle. Decal removal and installation will be included in the repair estimate.

All auto body work will receive at least three (3) coats of primer: two (2) during bodywork repair, and a minimum of one (1) during the painting process.

Painting Process Requirements:

The painting process will utilize the latest state-of-the-art painting and paint matching systems, mixing tools, and spraying tools and consist of the following in the order listed:

1. Primer
2. Base Coat
3. Clear Coat (either Solvent or Water-Based)

Acceptable Paint Manufacturer:

All paints used will be supplied from a qualified and reputable paint manufacturer, including, but not limited to, Diamont, DuPont, Duramix, Kustom Shop, PPG, and Sherwin-Williams. The Vendor will provide the name of the paint manufacturer used in each estimate.

General Auto Body Shop Requirements:

The Vendor will have a complete auto body shop that meets the following minimum requirements:

- A. Legally able and authorized to perform complete auto body repairs, as well as paint vehicles and equipment.
- B. Federal, State, and Local licenses and/or certifications are current and in good standing.
- C. Maintain a paint booth in legal compliance with all applicable laws.

- D. Maintain a secure storage area for all City-owned vehicles and have a 24/7 centrally monitored alarm system and outdoor security cameras.
- E. Possess a MIG and TIG welder or other electric spot welding equipment for auto body welding. Gas welding is not acceptable. The Vendor will ensure that the vehicle computer systems are disconnected from the vehicle prior to any welding operation. The Vendor is to replace, at his/her expense, any onboard vehicle computer damaged by not disconnecting the computer before any welding operations.
- F. Be available during normal business hours Monday through Friday, 8:00 AM to 5:00 PM.

Estimate Process Requirements:

The Vendor will provide an estimate for auto body repair and painting on an as-needed basis as requested. All repairs will be approved by the City in writing prior to work being performed. A notice to proceed will be provided in the form of a purchase order.

Prior to any repair, the Vendor and Vehicle Maintenance Manager will conduct a vehicle inspection to identify and describe the condition of the vehicle and list the detailed description on the estimate. The Vendor will assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment) placed in its custody by the City under the agreement.

The estimate will include:

- A. Year, make, model, and mileage of the vehicle
- B. License plate number, VIN number, and City identification number
- C. In **BOLD**, state the estimate is in relation to an incident and note the incident report number and date, if applicable
- D. Itemized list of description of work to be performed
- E. Estimated number of labor hours of task
- F. Itemized list of parts and paint materials costs
- G. All incidentals or miscellaneous shop supplies and charges will be included and priced accordingly
- H. Sales tax and total repair estimate
- I. Approximate schedule to complete the repairs after receiving a notice to proceed
- J. If applicable, any recommendations for future repairs
- K. All estimates will be provided from an applicable industry standard Collision and Estimating Reference Guide used by insurance appraisers. The Vendor will provide the name and version of the guide or software used.

Parts:

All parts used to provide auto body repair will be new Original Equipment Manufacturer (OEM). All incidentals, materials, shop supplies, and charges will be included in the Vendor's hourly rate. The Vendor will furnish new unused OEM auto body parts, materials, and labor as required in accordance with the provisions and specifications contained herein.

Alignment:

The Vendor agrees to perform realignment of all vehicles when needed. This will be a thrust alignment for frame vehicles and four-wheel alignment for unibody vehicles. A printout of the readings after the alignment will be included in each repair order. The Vendor will ensure personnel or sub-contractor are qualified to perform alignment work

Framework:

The Vendor agrees to perform frame straightening of all vehicles when needed. The Vendor will ensure personnel or sub-contractor is qualified to perform all frameworks.

Airbag Components:

All airbag components will be replaced with NEW OEM parts when the decision has been made to replace the components.

Major Repairs:

If the metal body or plastic components are damaged beyond repair, the damaged area will be cut out and replaced with new metal or plastic that is equal to or greater than the original thickness of the component.

Warranty:

The Vendor will specify warrantable periods for materials and work performed. Unsatisfactory repairs include, but are not limited to, paint swirls, fish eye blemishes, mismatched paint color, buffer burns, as well as any other defects and/or imperfection in auto body work or paint finish.

Pickup and Delivery:

The Vendor will prompt free pickup and delivery of vehicles and equipment, including vehicle tow as necessary, when repairs or painting are required. The repaired vehicles will be returned to the City's Transportation Department by personnel with the knowledge necessary to review and discuss the quality or completeness of the repairs and review the vehicle condition report with the City's representative. If it is determined that the vehicle is not repaired properly, the vehicle will be returned to the Vendor's auto body shop for repair and delivery at no additional cost to the City. All vehicles will be returned to the City within 24 hours of completion of repairs.

Time for Performance:

Time is of the essence in returning City vehicles to service. The successful Vendor agrees that work assigned under the contract will receive priority over the other work in its auto shop unless specific prior approval has been obtained from the City.

If the City determines that the workload of the Vendor is such that timeliness is not possible in a given situation, the City reserves the unilateral right to solicit for bids and award to a backup service provider. Repeated assignments to a backup service provider may result in contract termination.

Estimated Amount of Work:

The Vendor will perform such work as required by the City as needs are determined. The City has estimated that \$75,000 will be spent on auto body work during each year of the agreement. This figure is only an estimate and is not a binding guarantee of the work to be done under the agreement. Actual requirements may be more or less than the amounts estimated.

The items listed in RFQ No. 21-55 are for evaluation purposes only. The quantities and items specified are estimates only of the City's requirements. RFQ No. 21-55 intends to provide one comprehensive award for all City vehicles and equipment with a single discount structure. However, the City reserves the right to make multiple contract awards.

GENERAL TERMS AND CONDITIONS

QUOTE SUBMITTALS

Quotes must be received by **Tuesday, October 12, 2021, at 3:00 PM** Pacific Standard Time and submitted in accordance with the instructions contained in RFQ No. 21-55. No exceptions will be granted regardless of reason or circumstances. Quote submittals will be received electronically via the City website, online electronic submission at www.PlanetBids.com

Responses to RFQ No. 21-55 must include the following:

- Cover sheet stating the following:
 - Company/Vendor Name
 - Name of Representative
 - Contact telephone and email
 - Signature
 - Title
 - Date
- Vendor's resume
- Cost Proposal Sheet
- Three references

All Quotes must contain an original signature by an authorized officer of the company. Failure to provide all of the information requested above may result in the Quote being considered "non-responsive" and rejected.

POINT OF CONTACT

RFQ No. 21-55 is issued by the City, and the Senior Procurement Analyst will be the sole point of contact ("Point of Contact") during the submission and procurement process. Communication initiated by Vendors to RFQ No. 21-55 with members of the City Council, officers, personnel, or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiry or request during the submission or procurement process will be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Rohan Anderson,
Senior Procurement Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 104
Email: randerson@cityofmontebello.com

If the Point of Contact determines a response to any such inquiry is warranted, the response will be issued to all prospective Vendors via www.PlanetBids.com.

INCORPORATION OF QUOTE INTO AGREEMENT

RFQ No. 21-55 and the Vendor's response, including all promises, warranties, commitments, and representations made in the successful Quote, will be binding and incorporated by reference in the City's agreement with the successful Vendor.

TIMETABLE & SCHEDULE OF EVENTS

Scheduled Tasks	Scheduled Date	
Issuance of RFQ	Thursday	August 26 th , 2021
Deadline to Submit Questions	Thursday	September 9 th , 2021 at 3:00 PM PST
Responses to Questions Provided	Thursday	September 16 th , 2021
Deadline to Submit Quotes	Tuesday	October 12 th , 2021 at 3:00 PM PST
Presentations & Intent to Award	Week of November 8 th , 2021	

ADDENDA

Any changes made by the City to the requirements in RFQ No. 21-55 will be made by written addenda. Any written addenda issued to RFQ No. 21-55 will be incorporated into the terms and conditions of any resulting agreement. The City will not be bound by any modifications to or deviations from the requirements outlined in RFQ No. 21-55 as the result of oral instructions. The City reserves the right to revise or withdraw RFQ No. 21-55 at any time and for any reason.

CLARIFICATIONS

Should a Vendor require clarifications of RFQ No. 21-55, the Vendor will notify the Point of Contact identified in RFQ No. 21-55 in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. The aforesaid addendum will be posted on the www.PlanetBids.com web page.

All questions, clarifications, or comments must be submitted no later than **Thursday, September 9, 2021 at 3:00 PM PST**. No questions will be answered individually by the City or Montebello Bus Lines (MBL).

Requests for clarification, questions, and comments must be posted on the PlanetBids.com Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments, and questions will be communicated via PlanetBids.com. Every attempt will be made to respond to all Vendors in accordance with the procurement schedule for RFQ No. 21-55. Inquiries received after the deadline will not be accepted and will be returned to the Vendor without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing Vendors must satisfy themselves by personal examination of any worksite, drawings, Scope of Services, and by any other means as they may believe necessary, as to the actual physical conditions, requirements, and difficulties under which the work must be performed. No

proposing Vendor will at any time after submission of the Quote, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, will be called to the attention of the City and clarified before a Quote is submitted.

WITHDRAWAL OF QUOTES

Proposing Vendors may withdraw their Quote in writing, provided that such requests are received by the City before the scheduled deadline for Quote submission or within six (6) months following the scheduled deadline for Quote submission when no agreement has been awarded.

SCOPE OF AGREEMENT

The Vendor will provide all services necessary as per the Scope of Service described in RFQ No. 21-55.

AGREEMENT TERM

The agreement term will be for a base period of three (3) years with two (2) one-year (1) term options, exercisable at the City's discretion.

AWARD OF AGREEMENT

The agreement resulting from RFQ No. 21-55 will be awarded to the responsive and responsible Vendor whose quote, conforming to the requirements of RFQ No. 21-55, is determined to be the lowest responsible bid ("Best Value" as described in the Federal Transit Administration Circular 4220.1F). No agreement will exist until the City Council or the City Manager has awarded the agreement and it has been mutually executed. The City reserves the right to:

- Accept all or any part of a Quote;
- Reject any or all Quotes for any reason;
- Waive any informality or minor errors to the extent permitted by law;
- Award the agreement as the interest of the City may require;
- Cancel the entire RFQ; or
- Issue subsequent RFQ's.

An Evaluation Committee comprised of MBL staff in accordance with the Quote Evaluation Criteria set forth in the Evaluation Criteria section of RFQ No. 21-55 will evaluate all the Quotes.

EVALUATION CRITERIA

Acceptance of any statement submitted pursuant to RFQ No. 21-55 will not constitute any implied intent to enter into an agreement for contracting services. Award will be made to the Vendor whose Quote offers the lowest responsible bid and complies with all requirements prescribed herein. If the Vendor with the lowest responsible bid refuses or fails to execute the agreement, the City may award the agreement to the next Vendor with the lowest responsible Bid.

REFERENCES

All reference information requested in RFQ No. 21-55 and specified on the form included in RFQ No. 21-55 must be submitted with the Quote (see Exhibit A).

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Vendor's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all Evaluation Committee members will travel, at City expense, to sites at which finalist Vendors are performing like services. The purpose of such visits will be to provide the Evaluation Committee with an increased understanding of the process and assess the Vendor's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the Quote it will be signed and the full name and address of the Vendor will be given. If a partnership makes the Quote, it will be signed with the partnership name, by a member of the partnership who will sign by name and the name and address of each partner will be given.

If a corporation prepares the Quote, the name of the corporation will be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation will be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the Quote. A certified letter is to be included in the Quote accompanied by the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by Vendor in:

- Preparing the Quote in response to this request
- Submitting that Quote to the City
- Negotiating with the City any matter related to this Quote, and/or
- Any other expenses incurred by the Vendor before the date of the award

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all Quotes for no reason or any reason including, but not limited to, the following:
 - a. The Quote is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - b. The Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Vendor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any Quote that, in the opinion of the City, is so unbalanced in comparison to other Quotes received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
3. Accept all or any part of a Quote;

4. Cancel the entire RFQ;
5. Issue subsequent RFQs; or
6. Waive any errors or informalities in any Quote, to the extent permitted by law

LICENSING, PERMITS, AND TAXES

The Vendor will be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits will be the responsibility of the successful Vendor. The successful Vendor is liable for all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Vendor's product, services, and facilities will be in full compliance with all applicable Federal, State, and local regulations, standards, and ordinances, regardless of whether or not they are referred to in RFQ No. 21-55.

CONFIDENTIALITY AND PUBLIC RECORD

All Vendors are hereby put on notice that each Quote received will become the exclusive property of the City and, unless the City's prior written agreement to maintain all or part of a Quote confidential as a trade secret is first obtained, each Quote will be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City will not in any way be liable or responsible for the disclosure of any Quotes or portions thereof absent such agreement; nor will such agreement preclude the City from disclosing any Quote or portion thereof where such disclosure is required by law.

JOINT OFFERS

Where two (2) or more Vendors desire to submit in response to RFQ No. 21-55, they will do so on a prime-sub Vendor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any Quote submitted on behalf of any form of a joint venture or partnership between two (2) existing Vendors may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It will be the burden of the successful Vendor to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein will be secured at the expense of the successful Vendor. Personnel will not be employees of or have any contractual relationship with the City. Successful Vendor's personnel will conduct themselves in a professional manner to all City employees at all times. Rude or discourteous behavior by the successful Vendor will not be tolerated and the offense can be justification for termination of the contract. All sub-Vendors of successful Vendor will abide by all the requirements outlined in this section.

SINGLE QUOTE RESPONSE

If only one Quote is received in response to RFQ No. 21-55, a detailed cost/price Quote may be requested of the Vendor. A cost or cost and price analysis and evaluation and/or audit of the cost

may be performed to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Vendor must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs, etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFQ) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that ensures that the protest was received promptly. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure, or policy violated.
5. A statement of the relief requested.

Protests related to the content of RFQ No. 21-55 will be received no later than ten (10) days before the Quote due date; or within five (5) days after Quote opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests will be submitted to the Point of Contact identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR VEHICLE BODY REPAIR AND PAINTING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and (Hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional Contractor to provide the CITY with auto body repair and painting services ("Project"); and

WHEREAS, CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Quotes dated August 26, 2021 (RFQ No. [21-55]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Quote").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

A. CONTRACTOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. CONTRACTOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

B. CONTRACTOR shall be compensated a sum not-to-exceed \$.....(the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONTRACTOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONTRACTOR's discretion.

SECTION 2. TERM.

This Agreement shall commence on, 2021 and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 7 herein.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 3. CONTRACT DOCUMENTS.

For purpose of this Agreement, the contract documents for the aforesaid Project shall consist of (and are outlined in the following order of preference):

- A. RFQ No. 21-55;
- B. Proposer's [DATE] Quote for Vehicle Body Repair and Painting Services and all referenced specifications, details, and appendices (**Exhibit "A" – "C"**);
- C. All required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and
- D. 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 constitute a material part hereof and shall be hereby incorporated by reference as though fully set forth herein.

SECTION 4. PERFORMANCE.

A. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.

B. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

C. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

D. CONTRACTOR shall have the right to retain, subject to CITY's written approval, additional individuals, Contractors, or sub-Contractors to assist in the completion of services as herein defined. Compensation for additional individuals, Contractors, or sub-Contractors shall be the sole and exclusive responsibility of the CONTRACTOR.

E. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, CONTRACTOR shall make all records, invoices, time cards, cost control sheets and other records maintained by CONTRACTOR in connection with this Agreement available during CONTRACTOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by CONTRACTOR. Any alteration or reuse by CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates CONTRACTOR for such reuse.

SECTION 5. WORK PRODUCT.

A. CONTRACTOR hereby agrees that all work produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. CONTRACTOR may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in CONTRACTOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold CONTRACTOR, its sub-contractors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONTRACTOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by CONTRACTOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of CONTRACTOR. CONTRACTOR and his sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to CONTRACTOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by CONTRACTOR prior to the date of termination; (2) that CONTRACTOR provides CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the Term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

A. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR's sub-Contractors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or sub-Contractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that CONTRACTOR or any employee, agent, or sub-Contractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or sub-Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and sub-Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the

Montebello Municipal Code. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect all of the following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by CONTRACTOR for CITY and to require each of its sub-Contractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, CONTRACTOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers'

Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the CONTRACTOR's profession, with limit no less than **Two Million Dollars and Zero Cents (\$2,000,000.00)** per occurrence or claim, **Two Million Dollars and Zero Cents (\$2,000,000.00)** aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, CONTRACTOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, CONTRACTOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If CONTRACTOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

CONTRACTOR shall require each of its sub-Contractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide, and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days' for non-payment) prior written notice. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the Term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the

word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents or sub-Contractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as fall performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

F. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

CONTRACTOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard

to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

CONTRACTOR and its officers, employees, associates and sub-Contractors, if any, shall comply with all California conflict of interest statutes applicable to Contractor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to CITY as a result of the performance of this Agreement, or the services that may be procured by CITY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURES ON NEXT PAGE]

CITY OF MONTEBELLO

CONTRACTOR

René Bobadilla
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

EXHIBIT A
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

Exhibit B

**RFQ No. 21-55
VEHICLE BODY REPAIR AND PAINTING
COST PROPOSAL SHEET**

ITEM #	DESCRIPTION	PRICE
1	Labor – Body/Dent Repair	\$ /hr.
2	Labor – Painting	\$ /hr.
3	Labor – Mechanical/Electrical	\$ /hr.
4	OEM Parts – Percentage Discount from Manufacturers' List	%
5	Paint Materials Rate	\$
GRAND TOTAL		\$

Name of Manufacturer(s) (List All)

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [] or No [] (Net 30 days)

If Yes, the Payment Discount is _____ % for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

Exhibit "B"
CONTRACTOR'S SCOPE OF SERVICES

A and A Fleet Painting Inc

TEL (562) 254-0721
13565 12th STREET,
CHINO, CALIFORNIA 91710

Abel Bautista, President.
Email: aafleetpaintinginc@yahoo.com

A handwritten signature in black ink, appearing to read 'Abel Bautista', with a stylized flourish at the end.

10/12/21

Cover Page

A AND A FLEET PAINTING INC

13565 12TH STREET CHINO CA 91710

MISSION STATEMENT

Our mission is to provide our customers a highly qualified repair service. We understand the concern that comes with down time. It is our philosophy to complete any job with the quality you expect as fast and efficiently as possible, to ensure that you can get back to business.

Our capabilities

Over 30 years of experience in

Painting, Welding, Heavy and Light duty Collision, Fiberglass Repair and Mold Fabrication

11 Painters, 10 painter helpers, 7 Bodyman, 4 Welders, 4 Estimator

3 Paint Booths

One 65ft Booth

One 55ft Booth

One 80ft Booth

70,000 sqft Facility

24/7 on Site Security

WHAT WE OFFER

We understand that down time cost money. That is why we offer the following service to help reduce the cost of having your vehicle down.

- i. Heavy Duty Collision Repair/ Insurance Repair
- ii. Automotive Collision Repair/ Insurance Repair
- iii. Structural Frame Repair and Welding
- iv. Custom Paint
- v. Custom Metal Fabrication
- vi. Fiberglass mold fabrication
- vii. Fiberglass repair
- viii. Vinyl Decal Installation
- ix. Upholstery
- x. Electrical/Mechanical Troubleshooting and Repair

REFERENCES

List at Least Three (3) Professional References:

Project City/Agency/Other:	Mv Transportation Inc		
Person of Contact:	Mark Lopez		
Phone Number:	(213)248-1120		
E-mail Address:	mark.lopez@mvtransit.com		
Address:	1950 E. Washington Blvd		
City, State, Zip Code:	Los Angeles Ca, 90021		
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ 250,000	
	Award Date:	12/30/21	
	Term of Contract:	Net 50	
	Description of Work:	Collsion Repair and Paint	
Project City/Agency/Other:	Transdev /LACTMA Div. 98		
Person of Contact:	Ray Allen		
Phone Number:	(323) 342-0749 Ext: 231		
E-mail Address:	ramon.allen@transdev.com		
Address:	1611 Naud St		
City, State, Zip Code:	Los Angeles Ca, 90012		
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ \$1,000,000	
	Award Date:	07/10/2018	
	Term of Contract:	Net 30	
	Description of Work:	Collsion repair and paint	
Project City/Agency/Other:	Omni Trans		
Person of Contact:	Victoria Chesney		
Phone Number:	(909) 379-7483		
E-mail Address:	victoria.chesney@omnitrans.org		
Address:	4748 Arrow Highway		
City, State, Zip Code:	Montclair, Ca 91763		
Description of Contract (Please include contract value, award date, term of contract, and description of work):	Contract Value:	\$ \$404,032	
	Award Date:	3/3/21	
	Term of Contract:	Net 30	
	Description of Work:	Strip and Paint Complete Bus and Collsion R	

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

Exhibit B

**RFQ No. 21-55
VEHICLE BODY REPAIR AND PAINTING
COST PROPOSAL SHEET**

ITEM #	DESCRIPTION	PRICE
1	Labor – Body/Dent Repair	\$ 40 /hr.
2	Labor – Painting	\$ 35 /hr.
3	Labor – Mechanical/Electrical	\$ 50 /hr.
4	OEM Parts – Percentage Discount from Manufacturers' List	20 %
5	Paint Materials Rate	\$ 28
GRAND TOTAL		\$ 153

Name of Manufacturer(s) (List All)

Sikkens

Debeer

Exalta

Valspar

Prompt Payment Discount:

Will you offer a prompt payment discount? Yes [] or No [x] (Net 30 days)

If Yes, the Payment Discount is 0 % for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

Contact Information:

Name & Job Title:	Abel Bautista, President
Business Name:	A and A Fleet Painting Inc
Address:	13565 12th Street
City, State, Zip Code:	Chino, Ca 91710
Phone Number:	(562) 254-0721
E-mail Address:	aafleetpaintinginc@yahoo.com
Authorized Signature:	 Date: 10-12-21



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PIRRITANO INSURANCE AGENCY
PO Box 91446
City Of Industry, CA 91715-1446
License#: 0622210

CONTACT NAME:
PHONE (A/C, No. Ext): (626) 961-5541 **FAX (A/C, No.):** (626) 961-9806
E-MAIL ADDRESS: ppirritano@farmersagent.com

INSURED **Abel Bautista**
A & A Fleet Painting Inc
13563 12 TH ST
CHINO, CA 91710
(562) 254-0721

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: FARMERS INSURANCE EXCHANGE	21652
INSURER B: MID CENTURY INS COMPANY	21687
INSURER C: TRUCK INSURANCE EXCHANGE	21709
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			60471-44-58	02/11/21	02/11/22	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INC GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANYAUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ GAR LIAB			60471-44-58	02/11/21	02/11/22	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GAR AGGREGATE \$ 4,000,000
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			6062972-76	02/11/21	02/11/22	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	60471-44-58	02/11/2021	02/11/2022	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EPLI COVERAGE			60471-44-58	02/11/2021	02/11/2022	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF MONTEBELLO, its officers, officials, employees, agents and volunteers as additional insured as respects:

TOTAL LIABILITY WITH THE UMBRELLA IS 5,000,000 TOTAL AGGREGATE IS 7,000,000

CERTIFICATE HOLDER

CANCELLATION

CITY OF MONTEBELLO
400 S TAYLOR AVE
MONTEBELLO CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C No. Ext): 1-800-524-7024 FAX (A/C No.): E-MAIL ADDRESS:	
INSURED A and a Fleet Painting Inc 13565 12th St Chino CA 91710		INSURER(S) AFFORDING COVERAGE INSURER A: NorGUARD Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 31470	

COVERAGES**CERTIFICATE NUMBER:** 2198741**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y	N/A	N	AAWC277877	01/18/2021	01/18/2022 ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Montebello 400 S. Taylor Ave 400 S. Taylor Ave CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ATTACHMENT C

Invoice 12173

**A And A Fleet Painting Inc and
The Paint Department**
13565 12TH Street
Chino, CA 91710 US
(909) 590-5033
aafleetpaintinginc@yahoo.com



BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	05/14/2024	\$10,839.39	06/13/2024

SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	VIN	MAKE MODEL YEAR
05/17/2024	Delivery	Unit 20	PO 22-460	1FM5K8AR0JGC4 3520	Ford Explorer Police 2018

ACTIVITY	QTY	RATE	AMOUNT
Reference Estimate: 1097			
Body Labor	31.80	55.00	1,749.00
Other Labor	0.50	55.00	27.50
Paint Labor	11.90	55.00	654.50
Paint supplies	11.90	48.00	571.20T
nontaxed	1	5.00	5.00
OEM Parts	1	6,525.07	6,525.07T
Other Parts	1	5.00	5.00T
Sublet	1	741.00	741.00
OTHER	1	10.00	10.00T
Taxed			

I have inspected my vehicle and I am satisfied with my repairs

SUBTOTAL	10,288.27
TAX (7.75%)	551.12
TOTAL	10,839.39

X _____

TOTAL DUE \$10,839.39

THANK YOU.

PO/Account #: 2025-13
Signature: _____
Date: _____

A And A Fleet Painting Inc and
The Paint Department
13565 12TH Street
Chino, CA 91710 US
(909) 590-5033
aafleetpaintinginc@yahoo.com



Invoice 12421

BILL TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	SHIP TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	DATE 06/28/2024	PLEASE PAY \$1,320.09	DUE DATE 07/28/2024
---	--	---------------------------	---------------------------------	-------------------------------

SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	VIN	MAKE MODEL YEAR
06/28/2024	Delivery	7006	PO 22-460	1GNERLKW3PJ24 1898	Chevrolet Traverse 2023

ACTIVITY	QTY	RATE	AMOUNT
Body Labor	14.50	55.00	797.50
Other Labor	0.50	55.00	27.50
Paint Labor	3.90	55.00	214.50
Paint supplies	3.90	48.00	187.20T
nontaxed	1	5.00	5.00
OEM Parts	1	53.57	53.57T
Other Parts	1	5.00	5.00T
Taxes	1	10.00	10.00T
Taxes			

I have inspected my vehicle and I am satisfied with my repairs

SUBTOTAL	1,300.27
TAX (7.75%)	19.82
TOTAL	1,320.09

X _____

TOTAL DUE **\$1,320.09**

THANK YOU.

PO/Account #: 7025-13
Signature: _____
Date: _____

**A And A Fleet Painting Inc and
The Paint Department**
13565 12TH Street
Chino, CA 91710 US
(909) 590-5033
aafleetpaintinginc@yahoo.com



Invoice 12439

BILL TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	SHIP TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	DATE 07/05/2024	PLEASE PAY \$1,470.28	DUE DATE 08/04/2024
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SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	VIN	MAKE MODEL YEAR
04/10/2024	Delivery	Unit 13	PO 22-460	1FM5K8AB5PGA0 4637	Ford Explorer Interceptor 2013

ACTIVITY	QTY	RATE	AMOUNT
Body Labor	9.40	55.00	517.00
Other Labor	1.30	55.00	71.50
Paint Labor	7.10	55.00	390.50
Paint supplies	7.10	48.00	340.80T
OTHER	1	95.50	95.50T
Aftermarket Parts			
nontaxed	1	5.00	5.00
Other Parts	1	5.00	5.00T
Taxes	1	10.00	10.00T
Taxes			

I have inspected my vehicle and I am satisfied with my repairs

SUBTOTAL	1,435.30
TAX (7.75%)	34.98
TOTAL	1,470.28

X _____

TOTAL DUE \$1,470.28

THANK YOU.

PO/Account #: 2025-
Signature: _____
Date: _____

**A And A Fleet Painting Inc and
The Paint Department**
13565 12TH Street
Chino, CA 91710 US
(909) 590-5033
aafleetpaintinginc@yahoo.com



Invoice 13092

BILL TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	SHIP TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	DATE 10/28/2024	PLEASE PAY \$3,802.69	DUE DATE 11/27/2024
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SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	VIN	MAKE MODEL YEAR
10/23/2024	Delivery	7133	PO 22-460	1FM5K8AB9PGA0 4575	Ford Explorer Interceptor 2023

ACTIVITY	QTY	RATE	AMOUNT
Estimate Reference: 1226			
Body Labor	19.80	40.00	792.00
Glass Labor	1.80	35.00	63.00
Other Labor	2	55.00	110.00
Paint Labor	8.80	35.00	308.00
Paint supplies	8.80	28.00	246.40T
nontaxed	1	5.00	5.00
OEM Parts	1	1,801.70	1,801.70T
Other Parts	1	285.00	285.00T
Taxes	1	10.00	10.00T
Taxes			

I have inspected my vehicle and I am satisfied with my repairs

SUBTOTAL	3,621.10
TAX (7.75%)	181.59
TOTAL	3,802.69

X _____

TOTAL DUE \$3,802.69

THANK YOU.

PO/Account #: 2025-13
Signature: _____
Date: _____

**A And A Fleet Painting Inc and
The Paint Department**
13565 12TH Street
Chino, CA 91710 US
(909) 590-5033
aafleetpaintinginc@yahoo.com



Invoice 13258

BILL TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	SHIP TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	DATE 11/22/2024	PLEASE PAY \$3,722.43	DUE DATE 12/22/2024
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SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	VIN	MAKE MODEL YEAR
10/23/2024	Delivery	7171	PO 22-460	1FM5K8AW2PNA 04092	Ford Explorer Interceptor 2023

ACTIVITY	QTY	RATE	AMOUNT
Estimate Reference: 1255			
Body Labor	18.30	40.00	732.00
Glass Labor	0.50	35.00	17.50
Other Labor	0.50	35.00	17.50
Paint Labor	8.40	35.00	294.00
Paint supplies	8.40	48.00	403.20T
nontaxed	1	5.00	5.00
OEM Parts	1	1,772.16	1,772.16T
Other Parts	1	280.00	280.00T
Taxes	1	10.00	10.00T
Taxes			

I have inspected my vehicle and I am satisfied with my repairs

SUBTOTAL	3,531.36
TAX (7.75%)	191.07
TOTAL	3,722.43

X _____

TOTAL DUE \$3,722.43

THANK YOU.

PO/Account #: 2025-13
Signature: _____
Date: _____

**A And A Fleet Painting Inc and
The Paint Department**
13565 12TH Street
Chino, CA 91710 US
(909) 590-5033
aafleetpaintinginc@yahoo.com



Invoice 13401

BILL TO	SHIP TO	DATE	PLEASE PAY	DUE DATE
City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	12/30/2024	\$3,981.17	01/29/2025

SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	VIN	MAKE MODEL YEAR
12/30/2024	Delivery	7231	PO 22-460	5B4MPA7G77342 1427	Workhorse RV W24 2007

ACTIVITY	QTY	RATE	AMOUNT
Police Command Center 201 Estimate Reference: 025540000675			
Body Labor	19	110.00	2,090.00
Other Labor	13	110.00	1,430.00
Paint supplies	1	428.00	428.00
I have inspected my vehicle and I am satisfied with my repairs		SUBTOTAL	3,948.00
		TAX (7.75%)	33.17
		TOTAL	3,981.17

X _____

TOTAL DUE \$3,981.17

THANK YOU.

PO/Account #: 202513
Signature: _____
Date: _____

**A And A Fleet Painting Inc and
The Paint Department**
13565 12TH Street
Chino, CA 91710 US
(909) 590-5033
aafleetpaintinginc@yahoo.com



Invoice 13437

BILL TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	SHIP TO City of Montebello City Vehicles 1600 W. Beverly Blvd Montebello, CA 90640	DATE 01/16/2025	PLEASE PAY \$3,604.43	DUE DATE 02/15/2025
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SHIP DATE	SHIP VIA	TRACKING NO.	P.O. NUMBER	VIN	MAKE MODEL YEAR
12/30/2024	Delivery	7231	PO 22-460	5B4MPA7G77342 1427	Workhorse RV W24 2007

ACTIVITY	QTY	RATE	AMOUNT
Police Command Center 201 Estimate Reference: 025540000683 Left Rear Sidewall Repairs			
Body Labor	16.60	110.00	1,826.00
Paint Labor	9.80	110.00	1,078.00
Paint supplies	1	650.05	650.05T
I have inspected my vehicle and I am satisfied with my repairs			
		SUBTOTAL	3,554.05
		TAX (7.75%)	50.38
		TOTAL	3,604.43

X _____

TOTAL DUE \$3,604.43

THANK YOU.

PO/Account #: 2025-13
Signature: _____
Date: _____



ITEM # 14

**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 AGREEMENT NOS. 3988 AND 3989 WITH (I) FORD OF MONTEBELLO, INC. AND (II) MONTEBELLO AUTO GROUP LLC, AMENDMENT NO. 2 TO AGREEMENT NO. 3990 WITH SHAK ENTERPRISES, INC., FOR CITYWIDE FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES, AND APPROVE PAYMENT TO FORD OF MONTEBELLO, INC., MONTEBELLO AUTO GROUP LLC, AND SHAK ENTERPRISES, INC., FOR REPAIR SERVICES COMPLETED

DATE: March 26, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement Nos. 3988 and 3989 with (i) Ford of Montebello, Inc. (Montebello Ford), and (ii) Montebello Auto Group LLC (Montebello Chevy) to provide citywide fleet vehicle maintenance and repair services, for an additional two-year (2-year) term and increase the total not-to-exceed amount to \$200,000 for the remainder of Fiscal Year 2024-25 and annually for the additional two years; and
2. Approve Amendment No. 2 to Agreement No. 3990 with Shak Enterprises, Inc (dba Montebello Tire Pros), to provide citywide fleet vehicle maintenance and repair services, for an additional 2-year term and increase the total not-to-exceed amount to \$200,000 for the remainder of FY 2024-25 and annually for the additional two years; and
3. Authorize the City Manager to execute the amendments on behalf of the City of Montebello; and
4. Amend the Fiscal Year 2024-25 adopted budget to increase appropriations by \$85,683 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/Expenses Vehicle Repair and Services); and

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

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5. Approve payment for repairs completed to Montebello Ford (\$33,977) and to Montebello Tire Pros (\$19,134); and
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Funding for citywide fleet vehicle maintenance and repair services is allocated in the Fiscal Year 2024-25 adopted operating budget for the following departments: Public Works, Community Development, Police, Fire, Recreation and Community Services, and Transportation. Although the annual cost for these as-needed services is distributed proportionally across these departments, a budget amendment for FY 2024-25 is required to increase appropriations by \$85,683 in Account No. 100-80-815-6080.30 (General Fund, Police, Support Services, Vehicle Maintenance/Expenses Vehicle Repair and Services).

The proposed agreement amendments include adequate funding based on past trends and forecasted needs. The current outstanding invoices for repairs completed are outlined in Tables 1 – 2 as follows:

Table 1: Montebello Ford – Invoices for Repairs Completed

<i>Department</i>	<i>Account Number</i>	<i>Amount</i>
Recreation and Community Services Department	100-70-700-6080.30	\$8,293.62
Police Department	100-80-815-6080.30	\$25,682.88
Total		\$33,976.50

Table 2: Montebello Tire Pros – Invoices for Repairs Completed

<i>Department</i>	<i>Account Number</i>	<i>Amount</i>
Recreation and Community Services Department	100-70-700-6080.30	\$3,930.40
Fire Department	100-85-860-6080.30	\$15,203.10
Total		\$19,133.50

BACKGROUND/DISCUSSION:

On June 8, 2022, the City Council awarded a three-year agreement with the option for renewal of up to two (2) additional one-year terms to the three (3) vendors, for an annual total not-to-exceed amount of \$100,000 (Attachments A-C). These agreements were awarded in response to the Citywide Fleet Vehicle Maintenance and Repair Services Request for Proposals, No. 22-4, issued on January 27, 2022.

Increases in maintenance and repair costs and unforeseen circumstances led to more frequent vehicle maintenance and repair requests, causing the City to exceed the funding threshold for Montebello Tire Pros. On July 26, 2023, the City Council approved Amendment No. 1 to Agreement No. 3990, increasing the annual total not-to-exceed

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 26, 2025

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amount to \$150,000 (Attachment D). In FY 2024-25, all three (3) agreements have reached their respective not-to-exceed thresholds and require additional funding to continue meeting operational needs and provide payment for repairs completed through June 30 (Attachment E).

ENVIRONMENTAL:

N/A

ANALYSIS:

All three (3) vendors have demonstrated the necessary expertise, resources, and workforce to effectively meet the City's operational needs. Montebello Ford and Montebello Chevy are established franchise car dealerships that bring extensive experience in servicing vehicles of the respective automaker. Their industry reputation, skilled workforce, and well-equipped facilities ensure specialized, high-quality maintenance and repairs tailored to City-owned vehicles, optimizing their longevity and performance.

Montebello Tire Pros has also proven to be an essential service provider for the City. This vendor offers competitive flat rates for routine preventive maintenance. In addition, their commitment to same-day turnaround for routine services ensures that vehicles are serviced quickly and returned to operation with minimal disruption. Montebello Tire Pros' reliability is critical in managing a large fleet that requires consistent, high-quality service.

To maintain these essential services, staff recommend that the City Council consider approving the proposed amendments to the agreements for the three (3) vendors for an additional 2-year term (for each) and increase the total not-to-exceed amount to \$200,000 for each (Attachments F-H). Setting a higher annual not-to-exceed threshold provides flexibility for a potential rise in the cost of goods and services and any other unforeseen circumstances (e.g., non-scheduled vehicle repairs). This ensures that citywide operations are not constrained if additional funding is needed.

SUMMARY:

Staff recommend the City Council approve Amendment No. 1 to Agreement Nos. 3988 and 3989 with (i) Montebello Ford, and (ii) Montebello Chevy, for an additional two 2-year term and increase the annual not-to-exceed amount to \$200,000 for the remainder of FY 2024-25 and annually for the additional two years; approve Amendment No. 2 to Agreement No. 3990 with Montebello Tire Pros, for an additional 2-year term and increase the annual not-to-exceed amount to \$200,000 for the remainder of FY 2024-25 and annually for the additional two years; authorize the City Manager to execute the aforesaid amendments on the City's behalf; amend the FY 2024-25 adopted operating budget to increase appropriations by \$85,683 in Account No. 100-80-815-6080.30; approve payment for repairs completed to Montebello Ford (\$33,977), and to Montebello Tire Pros (\$19,134); and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 3988 with Ford of Montebello, Inc.
2. Attachment B – Agreement No. 3989 with Montebello Auto Group, LLC
3. Attachment C – Agreement No. 3990 with Shak Enterprise, Inc.
4. Attachment D – Amendment No. 1 to Agreement No. 3990
5. Attachment E – Invoices for Repairs Completed
6. Attachment F – Amendment No. 1 to Agreement No. 3988
7. Attachment G – Amendment No. 1 to Agreement No. 3989
8. Attachment H – Amendment No. 2 to Agreement No. 3990

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3988
WITH FORD OF MONTEBELLO, INC. DBA FORD OF MONTEBELLO**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 8, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and FORD OF MONTEBELLO, INC. dba FORD OF MONTEBELLO (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 vehicle maintenance and repair services for over two hundred city-owned and-operated vehicles on an as-needed basis; 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 January 27, 2022 ("RFP No. 22-4"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits.
- b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated April 20, 2022, attached hereto as **Exhibit "B"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated April 20, 2022 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "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 Thousand Dollars (\$100,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the 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 **June 8, 2022**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all 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.

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR 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

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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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 arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from 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

PROFESSIONAL SERVICES AGREEMENT NO. 3988

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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.

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e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Montebello Bus Lines Attn: Lupita Ibarra, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 101 (323) 887- 4643 (Fax) libarra@cityofmontebello.com
If to Contractor:	Ford of Montebello, Inc. dba Ford of Montebello. Attn: Steven Chen, Service Director 2747 Via Campo Montebello, CA 90640 -1701 (323) 838 - 6920 steven@fordmontebello.net

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

**SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY
EMPLOYER.**

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

**FORD OF MONTEBELLO, INC. DBA
FORD OF MONTEBELLO.**



René Bobadilla, City Manager



Steven Chen, Service Director

Date: 7/11/22

Date: 8/15/22

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 22-4
- Exhibit B – Contractor's Scope Of Services

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3989
WITH MONTEBELLO AUTO GROUP, LLC. DBA CHEVROLET OF
MONTEBELLO**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 8, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and MONTEBELLO AUTO GROUP, LLC. dba CHEVROLET OF MONTEBELLO (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 vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis; 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 January 27, 2022 ("RFP No. 22-4"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits.
- b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated April 18, 2022, attached hereto as **Exhibit "B"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated April 18, 2022 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "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 Thousand Dollars (\$100,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the 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 **June 8, 2022**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

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c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all 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,

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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,

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including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown

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above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its

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officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from 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

PROFESSIONAL SERVICES AGREEMENT NO. 3989

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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.

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e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22: NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Lupita Ibarra, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 101
(323) 887- 4643 (Fax)
libarra@cityofmontebello.com

If to Contractor: Montebello Auto Group, LLC. dba Chevrolet of Montebello
Attn: Jay Blitzer, Service Director
310 West Whittier Blvd
Montebello, CA 90640
(323) 728-9181
jblitzer@chevroletofmontebello.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

**SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY
EMPLOYER.**

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

**MONTEBELLO AUTO GROUP, LLC.
DBA CHEVROLET OF MONTEBELLO**



René Bobadilla, City Manager



Jay Blitzer, Service Director

Date: 7/13/22

Date: 6/15/22

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 22-4
- Exhibit B – Contractor's Scope Of Services

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3990
WITH SHAK ENTERPRISES, INC. DBA MONTEBELLO TIRE PROS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 8, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and SHAK ENTERPRISES, INC. dba MONTEBELLO TIRE PROS (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 vehicle maintenance and repair services for over two hundred city-owned and operated vehicles on an as-needed basis; 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 January 27, 2022 ("RFP No. 22-4"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

A. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

- a. This Agreement and its Exhibits.
- b. CONTRACTOR'S Scope of Services and Associated Cost Proposal dated April 19, 2022, attached hereto as **Exhibit "B"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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B. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in CONTRACTOR's proposal dated April 19, 2022 "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "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 Thousand Dollars (\$100,000)** annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in **Exhibit "B"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the 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 **June 8, 2022**, and shall be valid for three (3) years from the Effective Date, with two (2), one-year options, unless terminated earlier as hereinafter provided. Each of the two (2), one-year options shall only be effective upon a duly executed amendment presented to the City's City Council for approval.

SECTION 4. PERFORMANCE.

a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of CONTRACTOR hereunder, in meeting its obligations under this Agreement.

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c. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.

e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONTRACTOR.

b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONTRACTOR agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

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a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that the CONTRACTOR provides the CITY with adequate proof that the CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONTRACTOR for its performance of services under this Agreement. The CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the

PROFESSIONAL SERVICES AGREEMENT NO. 3990

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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

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CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

b. If the CONTRACTOR maintains higher limits than the minimums shown

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above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

c. The CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

g. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

h. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

i. The CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its

PROFESSIONAL SERVICES AGREEMENT NO. 3990

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officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

k. The insurance provided by the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

l. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The CONTRACTOR hereby waives all rights of subrogation against the CITY.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the CONTRACTOR from 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

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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.

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e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Montebello Bus Lines Attn: Lupita Ibarra, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 101 (323) 887- 4643 (Fax) libarra@cityofmontebello.com
If to Contractor:	Shak Enterprises, Inc. dba Montebello Tire Pros Attn: Steve Boyajian, President & CEO 830 West Whittier Blvd Montebello, CA 90640 (818) 968 - 9911 stephan@mytirepros.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONTRACTOR. The CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3990

Page 12 of 12

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

**SHAK ENTERPRISES, INC. dba
MONTEBELLO TIRE PROS**

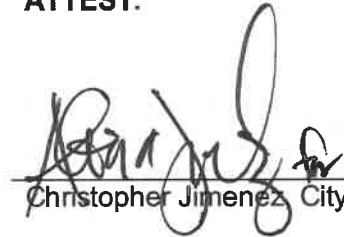

René Bobadilla, City Manager


Steve Boyajian, President & CEO

Date: 7/11/22

Date: 7/6/2022

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 22-4
- Exhibit B – Contractor's Scope Of Services

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3990
WITH SHAK ENTERPRISES, INC. DBA MONTEBELLO TIRE PROS**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 26th day of July 2023, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Shak Enterprises, Inc. dba Montebello Tire Pros ("Contractor"). The City and the Contractor are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Contractor and the City entered into that certain Agreement for vehicle maintenance and repair services for over two hundred City-owned and operated vehicles on an as-needed basis, dated June 8, 2022 ("Agreement"); and

WHEREAS, the City awarded the Agreement to the Contractor based on their qualification, subsequent to a competitive selection process; and

WHEREAS, the City and Contractor desire to amend the Agreement to increase the annual compensation amount to a sum-not-to-exceed one hundred and fifty thousand dollars (\$150,000) under Section 2 "Services/Compensation", and to allow the City Manager, in his or her discretion, to authorize an additional compensation up to Twenty-Five Thousand Dollars (\$25,000) annually for any increased service needs during the term of the Agreement; and

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1 pursuant to the procedure under Section 25 "Entire Agreement" of the Agreement, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. Section 2(C) of the Agreement shall be amended to read as follows:

"CONTRACTOR shall be compensated at a sum not-to-exceed One Hundred and Fifty Thousand Dollars (\$150,000) annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in Exhibit "B". CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY. The City Manager may, in his or her discretion, authorize additional compensation up to Twenty-Five Thousand

AMENDMENT NO. 1 TO AGREEMENT NO. 3990

Page 2 of 3

Dollars (\$25,000) annually for any increased service needs during the term of the Agreement." SAB

SAB

SECTION 2. Except as expressly modified or supplemented by this Amendment No.1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No.1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO.1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3990

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No.1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO


Arlene Salazar, Acting City Manager

("CONTRACTOR")

**SHAK ENTERPRISES, INC. DBA
MONTEBELLO TIRE PROS**


Stepan Boyajian (Jul 27, 2023 11:31 PDT)
Steve Boyajian, President & CEO

ATTEST:

 , Acting Sr. Deputy City Clerk
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glesman, City Attorney

PSA - Amendment 1- Agr. No. 3990 (Final)

Final Audit Report

2023-07-27

Created:	2023-07-27
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CB.JCHBCAABAAUTiMgNxfM9JGgdsZhb0k3lpvtwcBhcS

"PSA - Amendment 1- Agr. No. 3990 (Final)" History

-  Document created by Micah Herd (mherd@montebelloca.gov)
2023-07-27 - 5:57:52 PM GMT
-  Document emailed to Steve Boyajian (steve@mytirepros.com) for signature
2023-07-27 - 5:59:40 PM GMT
-  Email viewed by Steve Boyajian (steve@mytirepros.com)
2023-07-27 - 6:31:07 PM GMT
-  Signer Steve Boyajian (steve@mytirepros.com) entered name at signing as Stepan Boyajian
2023-07-27 - 6:31:41 PM GMT
-  Document e-signed by Stepan Boyajian (steve@mytirepros.com)
Signature Date: 2023-07-27 - 6:31:43 PM GMT - Time Source: server
-  Agreement completed.
2023-07-27 - 6:31:43 PM GMT



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BAR# ARD204521 EPA# CAL000182089

RECEIVED
CITY OF MONTEBELLO

Parks & Recreation
SEP 03 2024
ORIGINAL
FINANCE DEPARTMENT

CUSTOMER I.D. 970690		ADVISOR MIGUEL	914	TAG NO 3519	INVOICE DATE 05/26/23	INVOICE N.O. F0CS266985
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO.	MILEAGE 117,798	COLOR BLK PRL SLA	STOCK NO.
RESIDENCE PHONE 323-887-4510		BUSINESS PHONE 213-887-1422		COMMENTS	MO: 117802	
JOBS 1 CHARGES----- LABOR----- J# 1 01FOZWORKS "THE WORKS" GAS TECH(S):863 65.40 CUSTOMER REQUEST "THE WORKS" SERVICE. CHANGE OIL AND FILTER WITH UP TO FIVE QUARTS SYNTHETIC BLEND OIL. EACH ADDITIONAL QUART WILL ADD \$4.39 BASED ON CRANKCASE CAPACITY. ROTATE TIRES FOR OPTIMAL WEAR. SERVICE PERFORMED AS PER CUSTOMER REQUEST SERVICE COMPLETED PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE----- 1 FL-910S KIT - ELEMENT 9.95 TOTAL - PARTS 9.95 G.O.G. & SUPPLIES----- 5.0 X05W20BSP @ 6.920 /UNIT 34.60 TOTAL - GOG 34.60 MISC-----CODE-----DESCRIPTION-----CONTROL NO----- HW HAZARDOUS WASTE 3.08 TOTAL - MISC 3.08 JOBS 1 TOTALS----- LABOR 65.40 PARTS 9.95 G.O.G. 34.60 MISC 3.08 JOBS 1 JOURNAL PREFIX F0CS JOBS 1 TOTAL 113.03 JOBS 2 CHARGES----- LABOR----- J# 2 02FOZELECT CK ENGINE LIGHT TECH(S):0761 600.00 CUSTOMER STATES CHECK ENGINE LIGHT ON. VERIFIED CHECK ENGINE LIGHT IS ON, PERFORMED EEC TEST RETRIEVED DTC P0128. FOLLOWED PIN POINT TEST FOUND STUCK OPEN TSTAT ASSEMBLY. REPLACED T STAT ROAD TEST VEHICLE AFTER REPAIR FAULT NO LONGER PRESENT. PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE----- 1 4L5Z-8575-B THERMOSTAT ASY 37.86 1 VC-7-B ANTI-FREEZE 24.67 TOTAL - PARTS 62.53 JOBS 2 TOTALS----- LABOR 600.00 PARTS 62.53 JOBS 2 JOURNAL PREFIX F0CS JOBS 2 TOTAL 662.53 JOBS 3 CHARGES----- LABOR----- J# 3 07FOZ3 CHECK & ADVISE TECH(S):0120 0.00 QUOTE REAR HATCH STRUTS. ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK						

PAGE 1 OF 5

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 01:24pm

The Reynolds and Reynolds Company ERABITWVF
SF693770 Q (09/22)



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SEP 03 2014
ORIGINAL
FINANCE DEPARTMENT

CUSTOMER NO. 970690	ADVISOR MIGUEL	914	TAG NO. 3519	INVOICE DATE 05/26/23	INVOICE NO. FOCS266985
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970	LABOR RATE	LICENSE NO.	MILEAGE 117,798	COLOR BLK PRL SLA	STOCK NO.
	YEAR / MAKE / MODEL 08/FORD TRUCK/ESCAPE/			DELIVERY DATE 07/10/07	DELIVERY MILES 81
	VEHICLE I.D. NO. 1 F M C U 0 2 Z 7 8 K A 0 3 1 6 3			SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.			P.O. NO.	R.O. DATE 05/09/23
RESIDENCE PHONE 323-887-4510	BUSINESS PHONE 213-887-1422	COMMENTS			
					MO: 117802

REPLACED REAR TAILGATE STRUTS

PARTS-----	QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT	PRICE-	
	1	8L8Z-78406A11-A	LIFT ASY - GAS		30.15	30.15
	1	8L8Z-78406A10-A	LIFT ASY - GAS		30.15	30.15
TOTAL - PARTS					60.30	60.30
JOB# 3 TOTALS-----						
			PARTS		60.30	
JOB# 4 CHARGES-----						
			JOB# 3 JOURNAL PREFIX FOCS	JOB# 3 TOTAL	60.30	

Notice to Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

LABOR-----
J# 3 OF FOCS

CUSTOMER STATES CHECK AC BLOWS HOT AIR.
A/C
INSPECT AC OPERATION VERIFIED CONCERN BLOWING WARM AIR. RAN
OASIS FOR CONCERN NO SSM OR TSB.
CONNECTED A.C MACHINE AND CHECK AC PRESSURES LOW AND HIGH
SIDE 0 PSI NO FREON. PRESSURIZE A.C SYSTEM PIN POINT FOR
LEAKS AND FOUND A.C COMPRESSOR FRONT SEAL AND EXPANSION
VALVE LEAKING. REPLACE A.C COMPRESSOR ASSEMBLY AND EXPANSION
VALVE. RETEST A.C OPERATION CHECK TEMPERATURE AT VENTS 44°F
OK.

PARTS-----	QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT	PRICE-	
	1	8L8Z-19703-B	COMPRESSOR ASY	413.94	413.94	
	1	YN-12-D	OIL - COMPRESS	19.55	19.55	
	1	AL8Z-19849-A	VALVE ASY - EV	42.32	42.32	
	32	YN-19	REFRIGERANT -	2.69	86.08	
TOTAL - PARTS					561.89	

JOB# 4 TOTALS-----						
			LABOR		920.00	
			PARTS		561.89	
JOB# 5 CHARGES-----						
			JOB# 4 JOURNAL PREFIX FOCS	JOB# 4 TOTAL	1481.89	

LABOR-----
J# 5 OF FOCS

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 5 TOTALS-----						
JOB# 6 CHARGES-----						
			JOB# 5 JOURNAL PREFIX FOCS	JOB# 5 TOTAL	0.00	

LABOR-----
J# 6 OF FOCS

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 5

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[CONTINUED ON NEXT PAGE] 01:24pm

The Reynolds and Reynolds Company ERANTINVE
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SEP 03 2007
ORIGINAL
FINANCE DEPARTMENT

CUSTOMER NO. 970690		ADVISOR MIGUEL	914	TAG NO. 3519	INVOICE DATE 05/26/23	INVOICE NO. FOCS266985
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO.	MILEAGE 117,798	COLOR BLK PRL SLA	STOCK NO.
		YEAR / MAKE / MODEL 08/FORD TRUCK/ESCAPE/			DELIVERY DATE 07/10/07	DELIVERY MILES 81
		VEHICLE I.D. NO. 1 F M C U 0 2 Z 7 8 K A 0 3 1 6 3			SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.			P.O. NO.	R.O. DATE 05/09/23
RESIDENCE PHONE 323-887-4510	BUSINESS PHONE 213-887-1422	COMMENTS				

MO: 117802

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.

E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED

Notice to Consumer
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back.

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

JOB# 6 TOTALS-----
JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

LABOR-----
mobile inspection
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

JOB# 7 TOTALS-----
JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 0.00

LABOR-----
CHECK BRAKE PEDAL PULSATES WHEN BRAKING.
RESURFACED FRONT BRAKE ROTORS AND REPLACED FRONT BRAKE
PADS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	5U2Z-2V001-M	KIT - BRAKE LI	59.99	59.99
TOTAL - PARTS					59.99

JOB# 8 TOTALS-----
LABOR 215.00
PARTS 59.99
JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 274.99

LABOR-----
CUSTOMER STATES VIBRATION WHEN BRAKING
REPLACED REAR BRAKE DRUMS AND ADJUSTED BRAKE SHOES.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	2	8L8Z-1126-BD	DRUM - BRAKE	87.20	174.40
TOTAL - PARTS					174.40

JOB# 9 TOTALS-----
LABOR 215.00
PARTS 174.40
JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 389.40

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PAGE 3 OF 6

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[CONTINUED ON NEXT PAGE] 01:24pm

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SEP 03 2021
ORIGINAL
FINANCE DEPARTMENT

CUSTOMER NO. 970690		ADVISOR MIGUEL	914	TAG NO. 3519	INVOICE DATE 05/26/23	INVOICE NO. FOCS266985
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO.	MILEAGE 117,798	COLOR BLK PRL SLA	STOCK NO.
		YEAR / MAKE / MODEL 08/FORD TRUCK/ESCAPE/			DELIVERY DATE 07/10/07	DELIVERY MILES 81
		VEHICLE ID. NO. 1 F M C U 0 2 Z 7 8 K A 0 3 1 6 3			SELLING DEALER NO.	PRODUCTION DATE
		R.T.E. NO.			R.O. NO.	R.O. DATE 05/09/23
RESIDENCE PHONE 323-887-4510	BUSINESS PHONE 213-887-1422	COMMENTS				MO: 117802

JOB# 10 CHARGES

LABOR

~~07/10/07 FORD FLUSH BRAKE FLUID EXCHANGE~~

PERFORM BRAKE FLUID EXCHANGE SERVICE
PERFORM A BRAKE FLUID EXCHANGE SERVICE. OUR FACTORY TRAINED
TECHNICIAN WILL TEST THE SYSTEM FOR LEAKS. USING THE
SPECIALIZED EQUIPMENT REMOVE VIRTUALLY ALL OF THE OLD FLUID
IN THE MASTER CYLINDER, EXCHANGE ALL THE OLD FLUID FROM THE
BRAKE LINES/HOSES, WHEEL CYLINDERS AND/OR CALIPERS, MASTER
CYLINDER WITH NEW DOT 4 BRAKE FLUID TO REMOVE CONTAMINANTS
MOISTURE AND CORROSIVE FLUID FROM THE SYSTEM.

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PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT	PRICE
	1	84032	SERVICE KIT		33.95
TOTAL - PARTS					33.95

MISC	CODE	DESCRIPTION	CONTROL NO	
		HW HAZARDOUS WASTE		1.25
TOTAL - MISC				1.25

JOB# 10 TOTALS

LABOR	140.43
PARTS	33.95
MISC	1.25

JOB# 10 JOURNAL PREFIX FOCS JOB# 10 TOTAL 175.63

JOB# 11 CHARGES

LABOR

~~07/10/07 FORD OIL LEAK TOP ENGINE AREA~~

CHECK OIL LEAK BURNING SMELL TOP ENGINE AREA.
VERIFIED CONCERN REPLACED VALVE COVER GASKET 4 IGNITION
COILS AND 4 SPARK PLUGS THAT WERE SOAKED IN OIL, ROAD TESTED
VEHICLE AND PASSED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT	PRICE
	4	4M5Z-12029-B	COIL ASY - IGN		46.97
	4	AG5F-32Y-RAX	SPARK PLUG		12.15
	1	1S7Z-6584-BA	GASKET		42.25
TOTAL - PARTS					278.73

MISC	CODE	DESCRIPTION	CONTROL NO	
		HW HAZARDOUS WASTE		3.08
TOTAL - MISC				3.08

JOB# 11 TOTALS

LABOR	360.00
PARTS	278.73
MISC	3.08

JOB# 11 JOURNAL PREFIX FOCS JOB# 11 TOTAL 641.81

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SEP 03 2024
ORIGINAL
FINANCE DEPARTMENT

CUSTOMER NO. 970690	ADVISOR MIGUEL	TAG NO. 914 3519	INVOICE DATE 05/26/23	INVOICE NO. FOCS266985
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 <i>Dept. Parks & Rec.</i>	LABOR RATE	LICENSE NO.	MILEAGE 117,798	COLOR BLK PRL SLA
	YEAR / MAKE / MODEL 08/FORD TRUCK/ESCAPE/			DELIVERY DATE 07/10/07
	VEHICLE I.D. NO. 1 F M C U 0 2 Z 7 8 K A 0 3 1 6 3			DELIVERY MILES 81
	F.T.E. NO.			SELLING DEALER NO.
RESIDENCE PHONE 323-887-4510	BUSINESS PHONE 213-887-1422	P.O. NO.	R.O. DATE 05/09/23	PRODUCTION DATE
COMMENTS			MO: 117802	

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$360.00 (+TAX)
APPROVED ADDITIONAL COST OF \$3570.40 FOR TOTAL ESTIMATE OF \$3930.40 (+TAX) ON 05/26/23 AT 01:24p
BY CITY OF MONTEBELLO COMMENTS 914
COMMENTS-----
PARKS AND RECREATION
DELETED OPERATION(S)-----
00FOZSTORAGE STORAGE FEE \$189.25

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Customer Signature or Initials

TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	2515.83
TOTAL PARTS....	1241.74
TOTAL SUBLET....	0.00
TOTAL G.O.G....	34.60
TOTAL MISC CHG.	7.41
TOTAL MISC DISC	0.00
TOTAL TAX.....	130.82

TOTAL INVOICE \$ 3930.40

Approved by David.

CUSTOMER SIGNATURE

E-MAILED JUL 17 2024

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PAGE 5 OF 6

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[END OF INVOICE] 01:24pm

The Reynolds and Reynolds Company ERM/IT/NAE
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

3/16374



CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 6344	INVOICE DATE 08/09/23	INVOICE NO. FOCS271860
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LICENSE NO. 1602264	MILEAGE 47,019		COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 11/19/20		DELIVERY MILES
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A B 5 M G A 0 7 1 7 6		SELLING DEALER NO.		PRODUCTION DATE 10/19/20
BUSINESS PHONE 323-887-1313 x231		F.T.E. NO.		R.O. NO.	R.O. DATE 08/08/23	
COMMENTS		MO: 47019				

JOB# 7 TOTALS-----
LABOR 195.00
PARTS 313.74
JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 508.74
Notice To Consumer
Please read important information on the back.

JOB# 8 CHARGES-----
LABOR-----
J# 8+00FOZ99PM MOBILE SERVICE INSPE TECH(S):129 0.00
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
Customer Signature or Initials

JOB# 8 TOTALS-----
JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$119.95 (+TAX)
APPROVED ADDITIONAL COST OF \$892.94 FOR TOTAL ESTIMATE OF \$1012.89 (+TAX) ON 08/09/23 AT 01:51p
BY CITY OF MONTEBELLO PD COMMENTS 914
TECHNICIAN CERTIFICATION-----

129	JOSE PADILLA	9173
112	JOSE G FRANCO	2508

TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS	TOTAL LABOR....	435.11
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR	TOTAL PARTS....	484.04
	TOTAL SUBLET...	0.00
BAR# AC204521 EPA# CAL000182089	TOTAL G.O.G....	40.00
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM	TOTAL MISC CHG.	0.00
SATURDAY 7:00 AM TO 5:00 PM	TOTAL MISC DISC	0.00
	TOTAL TAX.....	53.71
	TOTAL INVOICE \$	1012.86

CUSTOMER SIGNATURE

CHARGE ACCT #

APPROVED

FOR PAYMENT

PO# 25-412

ACCOUNT # 100-80-815-6080.30

PROJECT # 16374



FORD OF MONTEBELLO

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BAR# ARD204521 EPA# CAL000182089



0101IFOC271860

CUSTOMER NO. 996809	ADVISOR MIGUEL	914	TAG NO. 6344	INVOICE DATE 08/09/23	INVOICE NO. FOCS271860
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 wmolinari@cityofmontebello.com RESIDENCE PHONE 323-887-1444 BUSINESS PHONE 323-887-1313 x231	LICENSE NO. 1602264	MILEAGE 47,019	COLOR /	STOCK NO.	
	YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 11/19/20	DELIVERY MILES		
	VEHICLE I.D. NO. 1 F M 5 K 8 A B 5 M G A 0 7 1 7 6	SELLING DEALER NO.	PRODUCTION DATE 10/19/20		
	F.T.E. NO.	R.O. NO.	R.O. DATE 08/08/23		
COMMENTS					MO: 47019

LABOR-----
JOB# 4 00FOZSTORAGE STORAGE FEE \$189.25 TECH(S):129 INTERNAL
VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER
INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE
STORAGE FEE OF \$189.25

Notice To Consumer
Please read Important information on the
back.

I acknowledge notice and oral approval of
an increase in the original estimated price.

JOB# 4 TOTALS-----
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

Customer Signature or Initials

LABOR-----
JOB# 5 15FOZ TEXT MESSAGE TECH(S):129 INTERNAL
YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT
THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT
YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO
NOT AGREE, YOU MAY PROVIDE A LANDLINE.

JOB# 5 TOTALS-----
JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

LABOR-----
JOB# 6+40FOZ02 RELINE FRONT BRAKES TECH(S):112 195.00
CUSTOMER REQUEST REPLACE FRONT BRAKE LININGS
FRONT BRAKE LININGS AT OR BELOW MINIMUM SPECIFICATIONS
RELINE FRONT BRAKES. MACHINE ROTORS.

PARTS-----QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-	
1	L1MZ-2001-G	KIT - BRAKE LI	145.46	145.46
TOTAL - PARTS			145.46	

JOB# 6 TOTALS-----
LABOR 195.00
PARTS 145.46
JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 340.46

LABOR-----
JOB# 7+40FOZ03 RELINE REAR BRAKES TECH(S):112 195.00
CUSTOMER REQUEST REPLACE REAR BRAKE LININGS.
REAR BRAKE LININGS AT OR BELOW MINIMUM SPECIFICATIONS.
RELINE REAR BRAKES. MACHINE ROTORS OR DRUMS IF APPLICABLE.

PARTS-----QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-	
1	L1MZ-2200-F	KIT - BRAKE LI	114.18	114.18
2	L1MZ-2C026-A	ROTOR ASY - BR	99.78	199.56
TOTAL - PARTS			313.74	



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0101IFOC271860

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 6344	INVOICE DATE 08/09/23	INVOICE NO. FOCS271860
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LICENSE NO. 1602264	MILEAGE 47,019	COLOR /	STOCK NO.	
		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 11/19/20	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A B 5 M G A 0 7 1 7 6			SELLING DEALER NO.	PRODUCTION DATE 10/19/20
		F.T.E. NO.			P.O. NO.	R.O. DATE 08/08/23
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS				
MO: 47019						

[UNIT NUMBER] UNIT#03

JOB# 1 CHARGES-----

LABOR-----
J# 1 01FOBS WORKS PKG W/FUEL SYS TECH(S):129 45.11
BRONZE SERVICE: CHANGE OIL AND FILTER, ROTATE TIRES, ADD FUE
L ADDITIVE, MULTIPOINT INSPECTION, TOP OFF ALL FLUIDS
SERVICED

Notice To Consumer
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Customer Signature or Initials

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----	
1 FL-500-S	FILTER ASY - O 10.89
1 AD40	FUEL TREATMENT 13.95
TOTAL - PARTS 24.84	

G.O.G. & SUPPLIES-----	
6.0 X05W20BSP @ 6.666 /UNIT	40.00
TOTAL - GOG 40.00	

JOB# 1 TOTALS-----

LABOR	45.11
PARTS	24.84
G.O.G.	40.00

JOB# 2 CHARGES-----

LABOR-----
J# 2 01FOZ****TIREINF TIRE INFLATION REG TECH(S):129 INTERNAL
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 2 TOTALS-----

JOB# 3 CHARGES-----

LABOR-----
J# 3 01FOZ99P MULTI POINT INSPECTI TECH(S):129 INTERNAL
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED

JOB# 3 TOTALS-----

JOB# 4 CHARGES-----

LABOR-----



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C3/10378

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914 4045	INVOICE DATE 05/23/23	INVOICE NO. F0CS267636
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com RESIDENCE PHONE 323-887-1444 BUSINESS PHONE 323-887-1313 x231	LABOR RATE	LICENSE NO. 1614551	MILEAGE 13,005	COLOR
	YEAR / MAKE / MODEL 21/FORD TRUCK/ESCAPE/4DR FWD HYBRID			
	VEHICLE I.D. NO. 1 F M C U O B Z 7 M U A O 4 6 0 4			
	F.T.E. NO.			
P.O. NO.			R.O. DATE 05/22/23	STOCK NO.
COMMENTS			DELIVERY DATE	
			DELIVERY MILES	
			SELLING DEALER NO.	
			PRODUCTION DATE	
MO: 13005				

TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR	TOTAL LABOR....	78.48
	TOTAL PARTS....	24.95
	TOTAL SUBLET...	0.00
	TOTAL G.O.G....	41.52
	TOTAL MISC CHG.	3.08
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	6.81
	TOTAL INVOICE \$	154.84

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

Notice to Consumer
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I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

CUSTOMER SIGNATURE

APPROVED
FOR PAYMENT

PO# 25-412

ACCOUNT # 100-80-815-6000.30
PROJECT # 10378

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 4045	INVOICE DATE 05/23/23	INVOICE NO. F0CS267636
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1614551	MILEAGE 13,005	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 21/FORD TRUCK/ESCAPE/4DR FWD HYBRID		DELIVERY DATE		DELIVERY MILES
RESIDENCE PHONE 323-887-1444		VEHICLE ID. NO. 1 F M C U O B Z 7 M U A 0 4 6 0 4		SELLING DEALER NO.		PRODUCTION DATE
BUSINESS PHONE 323-887-1313 x231		F.T.E. NO.		P.O. NO.		R.O. DATE 05/22/23
COMMENTS		M0: 13005				

[UNIT NUMBER] UNIT#C3
JOB# 1 CHARGES-----

LABOR-----
1. OIL WORKS-----
CUSTOMER REQUEST "THE WORKS" SERVICE. CHANGE OIL AND FILTER
WITH UP TO FIVE QUARTS SYNTHETIC BLEND OIL. EACH ADDITIONAL
QUART WILL ADD \$4.39 BASED ON CRANKCASE CAPACITY. ROTATE
TIRES FOR OPTIMAL WEAR.
SERVICE PERFORMED AS PER CUSTOMER REQUEST
SERVICE COMPLETED

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Customer Signature or Initials

PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	
	1	FL-910S	KIT - ELEMENT	9.95	9.95
				TOTAL - PARTS	9.95

G.O.G. & SUPPLIES-----					
6.0 X05W20BSP	0	6.920	/UNIT		41.52
				TOTAL - GOG	41.52

MISC-----	CODE-----	DESCRIPTION-----	CONTROL NO-----		
		HW HAZARDOUS WASTE			3.08
				TOTAL - MISC	3.08

JOB# 1 TOTALS-----					
		LABOR		58.48	
		PARTS		9.95	
		G.O.G.		41.52	
		MISC		3.08	

JOB# 2 CHARGES-----	JOB# 1 JOURNAL PREFIX F0CS	JOB# 1 TOTAL	113.03
---------------------	----------------------------	--------------	--------

LABOR-----
2. OIL WORKS-----
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 2 TOTALS-----			
JOB# 3 CHARGES-----	JOB# 2 JOURNAL PREFIX F0CS	JOB# 2 TOTAL	0.00

LABOR-----
3. OIL WORKS-----
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 07:43am

The Reynolds and Reynolds Company ERANTIVE
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 4045	INVOICE DATE 05/23/23	INVOICE NO. FOCS267636
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD. MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1614551	MILEAGE 13,005	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 21/FORD TRUCK/ESCAPE/4DR FWD HYBRID		DELIVERY DATE		DELIVERY MILES
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		VEHICLE ID. NO. 1 F M C U O B Z 7 M U A 0 4 6 0 4		SELLING DEALER NO.
COMMENTS		P.O. NO.		R.O. DATE 05/22/23		PRODUCTION DATE
						MO: 13005

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

Notice to Consumer
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Customer Signature or Initials

VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER
INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE
STORAGE FEE OF \$189.25

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

REPAIR RT REAR TIRE.
TIRE
REPAIRED RT REAR TIRE.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	PATCH	TREPAIR	15.00	15.00
TOTAL - PARTS					15.00

JOB# 5 TOTALS-----

LABOR 20.00
PARTS 15.00

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 35.00

JOB# 6 CHARGES-----

PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$119.95 (+TAX)
APPROVED ADDITIONAL COST OF \$35.05 FOR TOTAL ESTIMATE OF \$155.00 (+TAX) ON 05/23/23 AT 07:39am
BY CITY OF MONTEBELLO PD COMMENTS 914

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 07:43am

The Reynolds and Reynolds Company PRINTING
SF693770 Q (09/22)



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DECOMMISSIONED
14/11/6163

CUSTOMER NO. 11987		ADVISOR MIGUEL	914	TVS NO. 1025	INVOICE DATE 03/30/23	INVOICE NO. F0CS264193	
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3932		LABOR RATE	LICENSE NO. 1489763	MILEAGE 115,707	COLOR /	STOCK NO.	
		YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN				DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A R X G G A 3 7 0 5 0				SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.				P.O. NO.	R.O. DATE 03/21/23
RESIDENCE PHONE	BUSINESS PHONE 323-887-1209	COMMENTS					MO: 115707

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX F0CS JOB# 4 TOTAL 0.00

Notice to Consumer
Please read important information on the back.

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING

ORIGINAL ESTIMATE OF \$0.00 (+TAX)

APPROVED ADDITIONAL COST OF \$1120.00 FOR TOTAL ESTIMATE OF \$1120.00 (+TAX) ON 03/30/23 AT 09:19a

BY CITY OF MONTEBELLO PD COMMENTS

TOTALS-----

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089

SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM

SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	486.00
TOTAL PARTS....	574.73
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	58.91

TOTAL INVOICE \$ 1119.64

CUSTOMER SIGNATURE

APPROVED
FOR PAYMENT

PO# **25-402**

ACCOUNT # **100-80-815-60803**
PROJECT # 116163

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 2

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[END OF INVOICE] 09:19am

The Reynolds and Reynolds Company BRAINTREE
SF693770 Q (08/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO.	11987	ADVISOR	MIGUEL	914	TAG NO.	1025	INVOICE DATE	03/30/23	INVOICE NO.	F0CS264193
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3932		LABOR RATE	1489763		MILEAGE		115,707		COLOR	/
		YEAR / MAKE / MODEL	16/FORD TRUCK/UTILITY POLICE/4DR SDN							
		VEHICLE ID. NO.	1 FM 5 K 8 A R X G G A 3 7 0 5 0							
		R.T.E. NO.			P.O. NO.				SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE		BUSINESS PHONE		323-887-1209		COMMENTS		MO: 115707		

[UNIT NUMBER] UNIT#14
JOB# 1 CHARGES-----

LABOR-----
1 07023 CHECK AND ADVISE ON HEADLAMP ASSEMBLY/LIGHTING
REPLACED PASSENGER HEADLIGHT ASSEMBLY, LED BALLAST, HIGH
BEAM LIGHT BULB, AND TRANSFERRED STROBE LIGHT TO NEW
HEADLIGHT ASSEMBLY.

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PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT	PRICE
	1	F85Z-13C788-D	PROCESSOR - LI		300.00
	1	F85Z-13008-AJCP	LAMP ASY		242.68
	1	BE8Z-13N021-B	BULB		32.05
TOTAL - PARTS					574.73

JOB# 1 TOTALS-----
LABOR 486.00
PARTS 574.73

JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 1060.73

JOB# 2 CHARGES-----

LABOR-----
2 01020 PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS

JOB# 2 TOTALS-----
JOB# 2 JOURNAL PREFIX F0CS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----
3 15020 YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT
THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT
YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO
NOT AGREE, YOU MAY PROVIDE A LANDLINE.

JOB# 3 TOTALS-----
JOB# 3 JOURNAL PREFIX F0CS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR-----
4 06020 PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY.

E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED -
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 2

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 09:19am

The Reynolds and Reynolds Company ERM/NTIVE
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

2116373

CELL: 323-246-3644

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 296	INVOICE DATE 02/21/23	INVOICE NO. F0CS262552
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO.	MILEAGE 22,292	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 11/19/20	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE ID. NO. 1 F M 5 K 8 A B 3 M G A 0 7 1 7 5		SELLING DEALER NO.	PRODUCTION DATE 10/11/20	
BUSINESS PHONE 323-887-1313 x231		P.T.E. NO.		R.O. NO.	R.O. DATE 02/20/23	
COMMENTS		MO: 22292				

[UNIT NUMBER] UNIT#02
JOB# 1 CHARGES-----

LABOR-----
JOB# 1 0460Z CHECK & ADVISE RIGHT REAR CENTER CAP REPLACEMENT MISSING.

PARTS-----	QTY---	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	
	1	LB5Z-1130-E	COVER - WHEEL	67.61	67.61
TOTAL - PARTS					67.61

JOB# 1 TOTALS-----
PARTS 67.61
JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 67.61

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$80.00 (+TAX)
TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR
BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	0.00
TOTAL PARTS....	67.61
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	6.93
TOTAL INVOICE \$	74.54

CUSTOMER SIGNATURE

APPROVED

FOR PAYMENT

PO#

ACCOUNT #

PROJECT#

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 1

CUSTOMER COPY

[END OF INVOICE] 07:50am

The Reynolds and Reynolds Company BRAINTINE
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

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BAR# ARD204521 EPA# CAL000182089

22 / 116166

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914 8936	INVOICE DATE 10/03/23	INVOICE NO. FOMS274082
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 wmolinari@cityofmontebello.com RESIDENCE PHONE 323-887-1444 BUSINESS PHONE 323-887-1313 x231	LABOR RATE	LICENSE NO. 1489760	MILEAGE 103,724	COLOR
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN	DELIVERY DATE 11/24/15		STOCK NO.
	VEHICLE ID. NO. 1 F M 5 K 8 A R 6 G G A 3 7 0 4 5	SELLING DEALER NO.		DELIVERY MILES
	R.T.E. NO.	R.O. NO.	R.O. DATE 09/21/23	PRODUCTION DATE 06/26/15
COMMENTS				MO: 103725

TOTALS

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR.... 295.00
TOTAL PARTS.... 34.52
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 3.54

TOTAL INVOICE \$ 333.06

Notice to Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

CUSTOMER SIGNATURE

APPROVED
FOR PAYMENT

PO# 25-412

ACCOUNT # 100-80-815-6080.30

PROJECT #116166

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	TAS NO. 914	8936	INVOICE DATE 10/03/23	INVOICE NO. FOMS274082
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1489760	103,724	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN	VEHICLE ID. NO. 1 F M 5 K 8 A R 6 G G A 3 7 0 4 5		DELIVERY DATE 11/24/15	DELIVERY MILES
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	F.T.E. NO.		P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE 06/26/15
[UNIT NUMBER] UNIT 22		COMMENTS		R.O. DATE 09/21/23	MO: 103725	
JOB# 1 CHARGES-----		Notice to Consumer Please read important information on the back.				
LABOR-----		I acknowledge notice and oral approval of an increase in the original estimated price.				
CUSTOMER STATES CHECK ONCE VEHICLE IS SHUT OFF MONT CRANK BACK ON,ADVISE.SEE R0#249159 05/20/22 88136 MILES HV INSPECT VEHICLE STARTING SYSTEM, INTERMITTENTLY HAS A NO CRANK. CONNECTED IDS PERFORM SELF TEST NO DTC SET. RAN OASIS FOR CONCERN NO SSM OR TSB. PIN POINT FOUND PCM POWER RELAY MELTED, REPLACE PCM POWER RELAY AND RETEST STARTING SYSTEM OK..		Customer Signature or Initials				
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----						
1 5MSZ-14N089-EA RELAY		34.52 34.52				
TOTAL - PARTS		34.52				
JOB# 1 TOTALS-----		LABOR 295.00 PARTS 34.52				
JOB# 2 CHARGES-----		JOB# 1 JOURNAL PREFIX FOMS JOB# 1 TOTAL 329.52				
LABOR-----						
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE. TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35						
JOB# 2 TOTALS-----						
JOB# 3 CHARGES-----		JOB# 2 JOURNAL PREFIX FOMS JOB# 2 TOTAL 0.00				
LABOR-----						
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY. E COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED						
JOB# 3 TOTALS-----						
JOB# 4 CHARGES-----		JOB# 3 JOURNAL PREFIX FOMS JOB# 3 TOTAL 0.00				
LABOR-----						

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 05:06pm

The Reynolds and Reynolds Company EXHIBITIVE
SF683770 Q (09/22)



FORD OF MONTEBELLO

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914 8936	INVOICE DATE 10/03/23	INVOICE NO. FOMS274082
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LABOR RATE	LICENSE NO. 1489760	MI LEAGE 103,724	COLOR /
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN			DELIVERY DATE 11/24/15
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 6 G G A 3 7 0 4 5			DELIVERY MILES
	P.T.E. NO.			PRODUCTION DATE 06/26/15
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	P.O. NO.	R.O. DATE 09/21/23	
COMMENTS				M0: 103725

VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER
INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE
STORAGE FEE OF \$189.25

Notice to Consumer
Please read Important information on the
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an increase in the original estimated price.

Customer Signature or Initials

JOB# 4 TOTALS-----
JOB# 5 CHARGES----- JOB# 4 JOURNAL PREFIX FOMS JOB# 4 TOTAL 0.00

LABOR-----
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

JOB# 5 TOTALS-----
JOB# 6 CHARGES----- JOB# 5 JOURNAL PREFIX FOMS JOB# 5 TOTAL 0.00

LABOR-----
M
M
M

JOB# 6 TOTALS-----
JOB# 6 JOURNAL PREFIX FOMS JOB# 6 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$57.50 (+TAX)
APPROVED ADDITIONAL COST OF \$276.50 FOR TOTAL ESTIMATE OF \$334.00 (+TAX) ON 09/28/23 AT 11:40am
BY CITY OF MONTEBELLO PD COMMENTS 914

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE]

05:06pm

The Reynolds and Reynolds Company #BXANTIME
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 8069	INVOICE DATE 02/28/24	INVOICE NO. FOC5282050	
CITY OF MONTEBELLO 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com RESIDENCE PHONE 323-887-1444 BUSINESS PHONE 323-887-1313 x231		LABOR RATE	LICENSE NO. 5MQA639	MILEAGE 169,222	COLOR /	STOCK NO.	
		YEAR / MAKE / MODEL 05/FORD TRUCK/EXPLORER/UT				DELIVERY DATE 05/12/05	DELIVERY MILES 51,227
		VEHICLE I.D. NO. 1 F M Z U 6 2 E 3 5 U A 3 2 2 0 3				SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.				R.O. NO.	R.O. DATE 02/22/24
		COMMENTS				REPRINT# 1	
TOTALS----- MO: 169222							

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	91.70
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	8.25
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.85

TOTAL INVOICE \$ 100.80

Notice to Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 2

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[END OF INVOICE] 08:05am

The Reynolds and Reynolds Company BRANTFIVE
SF893770 Q (09/22)

Page 1058 of 1292



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	914	TAG NO. 1016	INVOICE DATE 03/24/23	INVOICE NO. F0CS264184
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LABOR RATE	LICENSE NO. 1602265	MILEAGE 38,717	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 11/19/20		DELIVERY MILES	
	VEHICLE I.D. NO. 1 F M 5 K 8 A B 7 M G A 0 7 1 7 7	SELLING DEALER NO.		PRODUCTION DATE 10/09/20	
	R.T.E. NO.	P.O. NO.	R.O. DATE 03/21/23		
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS			
					MO: 38718

TOTALS-----		Notice to Consumer Please read important information on the back.	
FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR		I acknowledge notice and oral approval of an increase in the original estimated price.	
BAR# AC204521 EPA# CAL000182089 SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM SATURDAY 7:00 AM TO 5:00 PM		Customer Signature or Initials	
TOTAL LABOR.... 365.98 TOTAL PARTS.... 537.51 TOTAL SUBLET... 0.00 TOTAL G.O.G.... 41.52 TOTAL MISC CHG. 0.00 TOTAL MISC DISC 0.00 TOTAL TAX..... 59.35 TOTAL INVOICE \$ 1004.36			

CUSTOMER SIGNATURE

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NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 4 OF 4

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[END OF INVOICE] 05:36pm

The Reynolds and Reynolds Company BRAINTRIVE
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 1016	INVOICE DATE 03/24/23	INVOICE NO. FOCS264184
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1602265	38,717	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 11/19/20		DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A B 7 M G A 0 7 1 7 7	SELLING DEALER NO.		PRODUCTION DATE 10/09/20	
BUSINESS PHONE 323-887-1313 x231		R.T.E. NO.	R.O. NO.	R.O. DATE 03/21/23		
COMMENTS		M0: 38718				
[UNIT NUMBER] UNIT#08		Notice to Consumer				
JOB# 1 CHARGES-----		Please read important information on the back.				
LABOR-----		I acknowledge notice and oral approval of an increase in the original estimated price.				
PARKING BRAKE FAULT MESSAGE IS ON PLEASE CHECK AND ADVISE.		Customer Signature or Initials				
BRAKES						
BRAKES						
PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----		
	1	L1M2-2001-G	KIT - BRAKE LI	124.17	124.17	
	1	L1M2-2200-F	KIT - BRAKE LI	99.99	99.99	
TOTAL - PARTS				224.16		
JOB# 1 TOTALS-----		PARTS		224.16		
		JOB# 1 JOURNAL PREFIX FOCS		JOB# 1 TOTAL	224.16	
JOB# 2 CHARGES-----						
LABOR-----						
BRONZE SERVICE: CHANGE OIL AND FILTER, ROTATE TIRES, ADD FUE						
L ADDITIVE, MULTIPOINT INSPECTION, TOP OFF ALL FLUIDS						
PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----		
	1	FL-500-S	FILTER ASY - 0	8.95	8.95	
	1	AD40	FUEL TREATMENT	13.95	13.95	
TOTAL - PARTS				22.90		
G.O.G. & SUPPLIES-----		0 6.920 /UNIT		41.52		
TOTAL - GOG				41.52		
JOB# 2 TOTALS-----		LABOR		33.98		
		PARTS		22.90		
		G.O.G.		41.52		
		JOB# 2 JOURNAL PREFIX FOCS		JOB# 2 TOTAL	98.40	
JOB# 3 CHARGES-----						
LABOR-----						
CUSTOMER REQUEST REPLACE ONE TIRE						
SERVICE COMPLETED						
PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----		
	1	9001-7320055-63	255/60R18	254.00	254.00	
	1	WMT	WHLWGT	2.50	2.50	
TOTAL - PARTS				256.50		
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE						
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK						

PAGE 1 OF 4

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[CONTINUED ON NEXT PAGE] 05:36pm

The Reynolds and Reynolds Company ERANTINVE
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 1016	INVOICE DATE 03/24/23	INVOICE NO. FOCS264184
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1602265	MILEAGE 38,717	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 11/19/20		DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		VEHICLE ID. NO. 1 F M 5 K 8 A B 7 M G A 0 7 1 7 7	SELLING DEALER NO.	PRODUCTION DATE 10/09/20
COMMENTS		R.T.E. NO.	P.O. NO.	R.O. DATE 03/21/23		
				MO: 38718		

JOB# 3 TOTALS-----

LABOR	18.00
PARTS	256.50

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 274.50

Notice to Consumer
Please read important information on the back.

JOB# 4 CHARGES-----

I acknowledge notice and oral approval of an increase in the original estimated price.

LABOR-----

3# 4 01FOZ99P PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.

E
COMPLIMENTARY MULTIPPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED

Customer Signature or Initials

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----

3# 5 01FOZ**TIRE INFLATION PERFORMED SET TO FACTORY SPECS

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR-----

3# 6 01FOZ**RELINE FRONT BRAKES WITH ORIGINAL EQUIPMENT PADS, MACHINE ROTORS, ROAD TEST. REPLACED FRONT BRAKE PADS WITH ORIGINAL EQUIPMENT PADS, MACHINE ROTORS, ROAD TESTED.

JOB# 6 TOTALS-----

LABOR 100.00

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 100.00

JOB# 7 CHARGES-----

LABOR-----

3# 7 04FOZREARBRKS RELINE REAR BRAKES WITH ORIGINAL EQUIPMENT PADS, MACHINE ROTORS, ROAD TEST. RELINED REAR BRAKES WITH ORIGINAL EQUIPMENT PADS, MACHINED ROTORS, ROAD TESTED.

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 4

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 05:36pm

The Reynolds and Reynolds Company BRAKINTIVE
SF693770 Q (09/22)



FORD OF MONTEBELLO

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SERVICE AND PARTS OPEN
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SATURDAYS
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MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	TAG NO. 1016	INVOICE DATE 03/24/23	INVOICE NO. FOCS264184
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE 1602265	MILEAGE 38,717	COLOR /	STOCK NO.
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		COMMENTS	
JOB# 7 TOTALS-----		LABOR		100.00	
JOB# 8 CHARGES-----		JOB# 7 JOURNAL PREFIX FOCS		JOB# 7 TOTAL 100.00	
LABOR		PERFORM BRAKE FLUID EXCHANGE SERVICE PERFORM A BRAKE FLUID EXCHANGE SERVICE. OUR FACTORY TRAINED TECHNICIAN WILL TEST THE SYSTEM FOR LEAKS. USING THE SPECIALIZED EQUIPMENT REMOVE VIRTUALLY ALL OF THE OLD FLUID IN THE MASTER CYLINDER, EXCHANGE ALL THE OLD FLUID FROM THE BRAKE LINES/HOSES, WHEEL CYLINDERS AND/OR CALIPERS, MASTER CYLINDER WITH NEW DOT 4 BRAKE FLUID TO REMOVE CONTAMINANTS MOISTURE AND CORROSIVE FLUID FROM THE SYSTEM.		Customer Signature or Initials	
PARTS-----		QTY-----		FP-NUMBER-----	
1		84032		SERVICE KIT	
TOTAL - PARTS		33.95		33.95	
JOB# 8 TOTALS-----		LABOR		114.00	
JOB# 8 JOURNAL PREFIX FOCS		PARTS		33.95	
JOB# 8 TOTAL		147.95			
ESTIMATE-----					
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING					
ORIGINAL ESTIMATE OF \$1004.36 (+TAX)					
APPROVED ADDITIONAL COST OF \$0.00 FOR TOTAL ESTIMATE OF \$1004.36 (+TAX) ON 03/24/23 AT 05:36p					
BY CITY OF MONTEBELLO PD COMMENTS					
TECHNICIAN CERTIFICATION-----					
112		JOSE G FRANCO		2508	

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 4

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[CONTINUED ON NEXT PAGE] 05:36pm

The Reynolds and Reynolds Company EPANTIME
SF683770 Q (08/22)



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7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 980351		ADVISOR MIGUEL	914	TAG NO. 1019	INVOICE DATE 03/30/23	INVOICE NO. F0CS264194
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1438494	MILEAGE 68,033	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW				DELIVERY DATE
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 1 8				DELIVERY MILES
		F.T.E. NO.				SELLING DEALER NO.
RESIDENCE PHONE	BUSINESS PHONE 213-887-1422	COMMENTS		P.O. NO.	R.O. DATE 03/21/23	REPRINT# 1
TOTALS-----						MO: 68033

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	720.00
TOTAL PARTS....	254.07
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	26.04

TOTAL INVOICE \$ 1000.11

Notice to Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 3

CUSTOMER COPY

[END OF INVOICE] 04:15pm

The Reynolds and Reynolds Company BRAINTREE
SF693770 O (08/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 980351		ADVISOR MIGUEL	TAG NO. 1019	INVOICE DATE 03/30/23	INVOICE NO. F0CS264194
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1438494	MILEAGE 68,033	COLOR /
		YEAR/MAKE/MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE		
		VEHICLE ID. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 1 8	DELIVERY MILES		
		F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE 213-887-1422	COMMENTS		R.O. DATE 03/21/23	REPRINT# 1
				MO: 68033	
[UNIT NUMBER] UNIT#11					
JOB# 1 CHARGES-----		Notice to Consumer Please read important information on the back.			
LABOR-----					
CUST STATES CHECK ENGINE LIGHT STAYING ON. VERIFIED CUSTOMERS CONCERN, PERFORMED EEC TEST RETRIEVED DTC P0217, P115E AND P1299. FOLLOWED PIN POINT TEST FOUND INTERNAL FAULT WITH THROTTLE BODY. REPLACED THROTTLE BODY AND RETEST FAULT NO LONGER PRESENT.		I acknowledge notice and oral approval of an increase in the original estimated price.			
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----		Customer Signature or Initials			
1 AT4Z-9E926-B THROTTLE BODY					
		55.36			
TOTAL - PARTS		55.36			
JOB# 1 TOTALS-----					
		LABOR 360.00			
		PARTS 55.36			
JOB# 2 CHARGES-----		JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 415.36			
LABOR-----					
CUST STATES VEHICLE IS OVERHEATING PLEASE CHECK AND ADVISE. VERIFIED CUSTOMERS CONCERN, PERFORMED VISUAL INSPECTION FOUND BROKEN OIL COOLER HOSE. REPLACED HOSE AND RETEST FAULT NO LONGER PRESENT					
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----					
1 BA8Z-6A715-A HOSE ASY		66.66			
1 BB5Z-8286-M HOSE - RADIATO		115.93			
1 VC-13-G ANTI-FREEZE		16.12			
TOTAL - PARTS		198.71			
JOB# 2 TOTALS-----					
		LABOR 360.00			
		PARTS 198.71			
JOB# 3 CHARGES-----		JOB# 2 JOURNAL PREFIX F0CS JOB# 2 TOTAL 558.71			
LABOR-----					
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY. E COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED					
JOB# 3 TOTALS-----					
		LABOR 360.00			
		PARTS 198.71			
JOB# 3 JOURNAL PREFIX F0CS JOB# 3 TOTAL		0.00			
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK					

PAGE 1 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 04:15pm

The Reynolds and Reynolds Company BRAINTUNE
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
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CLOSED SUNDAY

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MONTEBELLO, CA 90640
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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 980351		ADVISOR MIGUEL	TAG NO. 914	INVOICE DATE 03/30/23	INVOICE NO. FOCS264194
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1438494	MILEAGE 68,033	COLOR /
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 1 8		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE		BUSINESS PHONE 213-887-1422		R.O. DATE 03/21/23	REPRINT# 1
		COMMENTS		MO: 68033	

JOB# 4 CHARGES-----

LABOR-----

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

Notice to Consumer
Please read Important information on the
back.

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----

YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT
THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT
YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO
NOT AGREE, YOU MAY PROVIDE A LANDLINE.

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR-----

The Pickup & Delivery team is excited to announce a new 2022
Pickup & Delivery Coding Program. This coding program is a
2-month incentive designed to encourage the proper coding of
Pickup & Delivery ROs with PDEL.
PDEL
PDEL

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING

ORIGINAL ESTIMATE OF \$244.80 (+TAX)

APPROVED ADDITIONAL COST OF \$755.31 FOR TOTAL ESTIMATE OF \$1000.11 (+TAX) ON 03/30/23 AT 03:33p
BY CITY OF MONTEBELLO PD COMMENTS 914

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 04:15pm

The Reynolds and Reynolds Company ERANTINVE
SF693770 Q (08/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914 4105	INVOICE DATE 05/31/23	INVOICE NO. FOCS267884
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com RESIDENCE PHONE 323-887-1444 BUSINESS PHONE 323-887-1313 x231	LABOR RATE	LICENSE NO. 1489760	MILEAGE 98,773	COLOR /
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN	DELIVERY DATE 05/25/23		
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 6 G G A 3 7 0 4 5	DELIVERY MILES		
	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	
COMMENTS		PRODUCTION DATE		

JOB# 3 TOTALS----- MO: 98774

JOB# 4 CHARGES----- JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

LABOR-----
J# 4 00F02STORAGE-----
VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER
INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE
STORAGE FEE OF \$189.25

JOB# 4 TOTALS-----

JOB# 5 CHARGES----- JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

LABOR-----
J# 5 00F02Z99PM-----
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$190.00 (+TAX)
APPROVED ADDITIONAL COST OF \$2378.50 FOR TOTAL ESTIMATE OF \$2568.50 (+TAX) ON 05/31/23 AT 11:59a
BY CITY OF MONTEBELLO PD COMMENTS 914
TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

TOTAL LABOR....	1672.00
TOTAL PARTS....	813.15
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	83.35

TOTAL INVOICE \$ 2568.50

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 2

CUSTOMER COPY

[END OF INVOICE] 11:59am

The Reynolds and Reynolds Company EPRINTWIVE
SF693770 Q (09/22)



FORD OF MONTEBELLO

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7:00 A.M. to 7:00 P.M.
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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914	INVOICE DATE 05/31/23	INVOICE NO. FOCS267884
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LABOR RATE 1489760	LICENSE NO. 1489760	MILEAGE 98,773	COLOR /
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN			
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 6 G G A 3 7 0 4 5			
	F.T.E. NO. 1			
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS	R.O. DATE 05/25/23	STOCK NO. FOCS267884
[UNIT NUMBER] UNIT 22			MO: 98774	

JOB# 1 CHARGES-----

LABOR-----

Notice to Consumer
Please read important information on the back.

CUSTOMER STATES CHECK AC ONLY BLOWING HOT AIR.
A/C
INSPECT A.C OPERATION VERIFIED CONCERN BLOWING WARM AIR AND
A.C COMPRESSOR MAKING NOISE.
PIN POINT FOUND A.C COMPRESSOR SEIZED UP. RAN OASIS FOR
CONCERN NO SSM OR TSB. FOLLOWED WORK SHOP MANUAL 412-00
REPLACE AC COMPRESSOR ASSEMBLY AND FOUND A.C SYSTEM
CONTAMINATED DO TO A.C COMPRESSOR
FAILURE. FLUSH A.C SYSTEM WITH YN-23 , REPLACE Desiccant Bag
AND EXPANSION VALVE. PERFORM VACUUM, HOLD DOWN TEST AND
CHARGE A.C SYSTEM. RETEST A.C OPERATION AND CHECK
TEMPERATURE AT VENTS 44°F OK.
INTERNAL PROBLEM.

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

PARTS-----	QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT	PRICE-
	1	DA8Z-19703-C	COMPRESSOR ASY		501.89
	1	DG1Z-19849-A	VALVE ASY - EV		49.60
	1	EB5Z-19C836-A	ACCUMULATOR AS		40.14
	1	YN-12-D	OIL - COMPRESS		19.78
	32	YN-19	REFRIGERANT -		1.80
	1	YN-23	KIT - FLUSHING		144.14
			TOTAL - PARTS		813.15

JOB# 1 TOTALS-----

LABOR 1672.00
PARTS 813.15

JOB# 2 CHARGES-----

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 2485.15

LABOR-----

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK



FORD OF MONTEBELLO

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MONTEBELLO, CA 90640
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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL		914	TAG NO. 6343	INVOICE DATE 08/11/23	INVOICE NO. FOCS271864
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1602265	MILEAGE 45,384		COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW					
		VEHICLE I.D. NO. 1 F M 5 K 8 A B 7 M G A 0 7 1 7 7					
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		F.T.E. NO.		R.O. NO.	R.O. DATE 08/08/23
COMMENTS						REPRINT# 1	
TOTALS-----						MO: 45384	

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	125.00
TOTAL PARTS....	233.72
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	23.96

TOTAL INVOICE \$ 382.68

Notice to Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 2

CUSTOMER COPY

[END OF INVOICE] 10:48am

The Reynolds and Reynolds Company EP/ANTH/V/E
SF683770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914	INVOICE DATE 08/11/23	INVOICE NO. FOCS271864
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LABOR RATE	LICENSE NO. 1602265	MILEAGE 45,384	COLOR /
	YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 11/19/20		DELIVERY MILES
	VEHICLE ID. NO. 1 F M 5 K 8 A B 7 M G A 0 7 1 7 7	SELLING DEALER NO.		PRODUCTION DATE 10/09/20
	F.T.E. NO.	F.O. NO.	R.O. DATE 08/08/23	REPRINT# 1
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS		
MO: 45384				

[UNIT NUMBER] UNIT#08
JOB# 1 CHARGES-----

LABOR-----
#1 04F02 CUSTOMER STATES CHECK FRONT SKID PLATE HANGING
FOUND SKID PLATE TO BE TORN AND MISSING HARDWARE
INSTALLED NEW SKID PLATE AND ANY MISSING HARDWARE

Notice to Consumer
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Customer Signature or Initials

PARTS-----	QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT	PRICE-
	1	11MZ-8310-F	DEFLECTOR - AI		205.40
	4	-W715060-S450B	SCREW AND SPRI		3.42
	2	-W716529-S900	NUT - EXPANSIO		2.30
	4	-W714040-S300	PIN		2.51
TOTAL - PARTS					233.72

JOB# 1 TOTALS-----
LABOR 125.00
PARTS 233.72

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 358.72

JOB# 2 CHARGES-----

LABOR-----
#2 04F02 PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 2 TOTALS-----
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----
#3 04F02 PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

JOB# 3 TOTALS-----
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
APPROVED ADDITIONAL COST OF \$383.00 FOR TOTAL ESTIMATE OF \$383.00 (+TAX) ON 08/11/23 AT 10:45am
BY CITY OF MONTEBELLO PD COMMENTS
CONTACT METHOD: 914

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 2

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 10:48am

The Reynolds and Reynolds Company EPRINTIME
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 16732	ADVISOR MIGUEL	914	TAG NO. 1980	INVOICE DATE 11/06/23	INVOICE NO. FOCS276658
CITY OF MONTEBELO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970	LABOR RATE	LICENSE NO.	MILEAGE 48,110	COLOR MAGN MET/EB	STOCK NO. 490312
	YEAR / MAKE / MODEL 19/FORD TRUCK/EXPLORER/4DR FWD XLT			DELIVERY DATE 05/14/19	DELIVERY MILES 23
	VEHICLE I.D. NO. 1 F M 5 K 7 D 8 5 K G A 9 6 2 3 7			SELLING DEALER NO.	PRODUCTION DATE
	R.T.E. NO.			R.O. NO.	R.O. DATE 11/06/23
RESIDENCE PHONE 323-887-4631	BUSINESS PHONE	COMMENTS			
TOTALS-----					MO: 48110

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	660.63
TOTAL PARTS....	269.22
TOTAL SUBLET...	0.00
TOTAL G.O.G....	40.00
TOTAL MISC CHG.	1.25
TOTAL MISC DISC	0.00
TOTAL TAX.....	31.70

TOTAL INVOICE \$ 1002.80

Notice to Consumer
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Customer Signature or Initials

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 4 OF 4

CUSTOMER COPY

[END OF INVOICE] 03:39pm

The Reynolds and Reynolds Company MAINTENANCE
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

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www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 16732		ADVISOR MIGUEL	914	TAG NO. 1980	INVOICE DATE 11/06/23	INVOICE NO. F0CS276658
CITY OF MONTEBELO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO.	MILEAGE 48,110	COLOR MAGN MET/EB	STOCK NO. 490312
		YEAR / MAKE / MODEL 19/FORD TRUCK/EXPLORER/4DR FWD XLT			DELIVERY DATE 05/14/19	DELIVERY MILES 23
		VEHICLE ID. NO. 1 F M 5 K 7 D 8 5 K G A 9 6 2 3 7			SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE 323-887-4631		P.O. NO.			R.O. DATE 11/06/23	
BUSINESS PHONE		COMMENTS			MO: 48110	

JOB# 1 CHARGES-----

LABOR-----

GOLD SERVICE: CHANGE OIL AND OIL FILTER, ROTATE TIRES, ADD FUEL TREATMENT, REPLACE ENGINE AIR FILTER, REPLACE CABIN AIR FILTER, MULTIPOINT INSPECTION, TOP OFF ALL FLUIDS

SERVICED

PARTS-----QTY-----FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----
1 FL-500-S	FILTER ASY - O	10.89
1 FA-1884	ELEMENT ASY -	26.49
1 AE9Z-19N619-A	FILTER - ODOUR	34.95
1 AD40	FUEL TREATMENT	13.95
TOTAL - PARTS		86.28

G.O.G. & SUPPLIES-----

QTY	DESCRIPTION	UNIT PRICE
6.0	X05W20BSP @ 6.666 /UNIT	40.00
TOTAL - GOG		40.00

JOB# 1 TOTALS-----

LABOR	143.67
PARTS	86.28
G.O.G.	40.00

JOB# 2 CHARGES-----

JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 269.95

LABOR-----

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE.

TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX F0CS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.

E

COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED

PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX F0CS JOB# 3 TOTAL 0.00

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 4

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 03:39pm

The Reynolds and Reynolds Company EPRINTIVE
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

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2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 16732		ADVISOR MIGUEL	914	TAG NO. 1980	INVOICE DATE 11/06/23	INVOICE NO. F0CS276658
CITY OF MONTEBELO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO.	48,110	COLOR MAGN MET/EB	STOCK NO. 490312
		YEAR / MAKE / MODEL	19/FORD TRUCK/EXPLORER/4DR FWD XLT		DELIVERY DATE 05/14/19	DELIVERY MILES 23
		VEHICLE ID. NO.	1 F M 5 K 7 D 8 5 K G A 9 6 2 3 7		SELLING DEALER NO.	PRODUCTION DATE
		F.T.E. NO.	P.O. NO.		R.O. DATE 11/06/23	
RESIDENCE PHONE 323-887-4631	BUSINESS PHONE	COMMENTS				

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----		M0: 48110	
1	84032	SERVICE KIT	33.95
		TOTAL - PARTS	33.95
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----			
	HW	HAZARDOUS WASTE	1.25
		TOTAL - MISC	1.25
JOB# 7 TOTALS-----			
		LABOR	126.00
		PARTS	33.95
		MISC	1.25
JOB# 8 CHARGES-----			
JOB# 7 JOURNAL PREFIX F0CS		JOB# 7 TOTAL	161.20

LABOR-----
8 190.96
PERFORM COMPLETE FUEL SYSTEM CLEANING INCLUDING
DECARBONIZATION OF FUEL INJECTION, AIR INTAKE, AND
THROTTLE BODY
PREVENTATIVE MAINTENANCE PER CUSTOMER REQUEST
PERFORM COMPLETE FUEL SYSTEM CLEANING INCLUDING CLEANING
GUM AND VARNISH DEPOSITS FROM INTAKE RUNNERS. CLEAN HARMFUL
FUEL DEPOSITS FROM THE FUEL INJECTORS. DECARBONIZE INTAKE
VALVES AND REMOVE DEPOSITS FROM THE COMBUSTION CHAMBERS TO
IMPROVE DRIVABILITY AND LOWER EXHAUST EMISSIONS.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----			
1	A210-3	SERVICE KIT	38.99
		TOTAL - PARTS	38.99
JOB# 8 TOTALS-----			
		LABOR	190.96
		PARTS	38.99
JOB# 8 JOURNAL PREFIX F0CS		JOB# 8 TOTAL	229.95

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$259.95 (+TAX)
APPROVED ADDITIONAL COST OF \$743.05 FOR TOTAL ESTIMATE OF \$1003.00 (+TAX) ON 11/06/23 AT 03:39p
BY CITY OF MONTEBELO PD COMMENTS
CONTACT METHOD: 914
TECHNICIAN CERTIFICATION-----
112 JOSE G FRANCO 2508

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK



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BAR# ARD204521 EPA# CAL000182089



01011FOCS295650

CELL: 3-323-887-1444

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914 6546	INVOICE DATE 12/04/24	INVOICE NO. FOCS295650
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LICENSE NO. 1438290	MILEAGE 96,588	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 11/02/18	DELIVERY MILES
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5		SELLING DEALER NO.	PRODUCTION DATE 07/28/18
	R.T.E. NO.		P.O. NO.	R.O. DATE 12/02/24
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS MO: 96589		

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$139.95 (+TAX)
APPROVED ADDITIONAL COST OF \$827.05 FOR TOTAL ESTIMATE OF \$967.00 (+TAX) ON 12/03/24 AT 10:25am
BY CITY OF MONTEBELLO COMMENTS
TOTALS-----

Notice To Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	436.71
TOTAL PARTS....	437.53
TOTAL SUBLET...	0.00
TOTAL G.O.G....	41.52
TOTAL MISC CHG.	1.25
TOTAL MISC DISC	0.00
TOTAL TAX.....	49.10

TOTAL INVOICE \$ 966.11

Customer Signature or Initials

CUSTOMER SIGNATURE



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0101FOCS295650

CELL: 3-323-887-1444

CUSTOMER NO. 996809	ADVISOR MIGUEL	914	TAG NO. 6546	INVOICE DATE 12/04/24	INVOICE NO. FOCS295650	
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LICENSE NO. 1438290	MILEAGE 96,588	COLOR /	STOCK NO.		
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 11/02/18		
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5			SELLING DEALER NO.		
	F.T.E. NO.			P.O. NO.	R.O. DATE 12/02/24	
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS				REPRINT# 1
						MO: 96589

JOB# 4 CHARGES-----

LABOR-----
J# 4 01FOZ99P MULTI POINT INSPECTI TECH(S):863 INTERNAL
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED

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Customer Signature or Initials

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----
J# 5+17FOZBRFLUSH BRAKE FLUID EXCHANGE TECH(S):863 194.00
PERFORM BRAKE FLUID EXCHANGE SERVICE
PERFORM A BRAKE FLUID EXCHANGE SERVICE. OUR FACTORY TRAINED
TECHNICIAN WILL TEST THE SYSTEM FOR LEAKS. USING THE
SPECIALIZED EQUIPMENT REMOVE VIRTUALLY ALL OF THE OLD FLUID
IN THE MASTER CYLINDER, EXCHANGE ALL THE OLD FLUID FROM THE
BRAKE LINES/HOSES, WHEEL CYLINDERS AND/OR CALIPERS, MASTER
CYLINDER WITH NEW DOT 4 BRAKE FLUID TO REMOVE CONTAMINANTS
MOISTURE AND CORROSIVE FLUID FROM THE SYSTEM.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----	
1 84032 SERVICE KIT	45.85
TOTAL - PARTS	45.85

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----	
HW HAZARDOUS WASTE	1.25
TOTAL - MISC	1.25

JOB# 5 TOTALS-----

LABOR 194.00
PARTS 45.85
MISC 1.25

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 241.10

JOB# 6 CHARGES-----

LABOR-----
J# 6+00FOZPDEL PDEL PICKUP DELIVERY TECH(S):863 0.00
PDEL
PDEL
PDEL

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

The Reynolds and Reynolds Company 01/04/2013 08:23



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0101IFOC295650

CELL: 3-323-887-1444

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914 6546	INVOICE DATE 12/04/24	INVOICE NO. FOCS295650
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LICENSE NO. 1438290	MILEAGE 96,588	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 11/02/18	DELIVERY MILES
	VEHICLE ID. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5		SELLING DEALER NO.	PRODUCTION DATE 07/28/18
	F.T.E. NO.		P.O. NO.	R.O. DATE 12/02/24
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS		
M0: 96589				

[UNIT NUMBER] UNIT#05
JOB# 1 CHARGES-----
LABOR-----
J# 1 01FOBS WORKS PKG W/FUEL SYS TECH(S):863 42.71
BRONZE SERVICE: CHANGE OIL AND FILTER, ROTATE TIRES, ADD FUE
L ADDITIVE, MULTIPOINT INSPECTION, TOP OFF ALL FLUIDS
served

Notice To Consumer
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PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	FL-500-S		FILTER ASY - O	14.49	
1	AD40		FUEL TREATMENT	21.23	
TOTAL - PARTS				35.72	

G.O.G. & SUPPLIES					
6.0	X05W20BSP	@	6.920	/UNIT	41.52
TOTAL - GOG					41.52

JOB# 1 TOTALS-----
LABOR 42.71
PARTS 35.72
G.O.G. 41.52

JOB# 2 CHARGES-----
J# 2 04FOZBRAKE *INSPECT BRAKES TECH(S):863 200.00
PERFORM BRAKE INSPECTION.GRIIND
INSPECT BRAKES AND ADVICE : REPLACE FRONT BRAKE PADS / BOTH
FRONT ROTORS...

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	DG1Z-2001-F		KIT - BRAKE LI	196.00	196.00
2	EU2Z-1V125-B		ROTOR ASY	79.98	159.96
TOTAL - PARTS				355.96	

JOB# 2 TOTALS-----
LABOR 200.00
PARTS 355.96

JOB# 3 CHARGES-----
J# 3 01FOZ***TIREINF TIRE INFLATION REG TECH(S):863 INTERNAL
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 3 TOTALS-----
J# 3 01FOZ***TIREINF TIRE INFLATION REG TECH(S):863 INTERNAL
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35



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CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 1087	INVOICE DATE 03/23/23	INVOICE NO. F0CS264229
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1438493	MILEAGE 64,211	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 09/14/18	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 2 1			SELLING DEALER NO.	PRODUCTION DATE 07/26/18
		P.T.E. NO.			P.O. NO.	R.C. DATE 03/22/23
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS				

MO: 64211

JOB# 7 CHARGES-----

LABOR-----

3# 7-04F0Z4ALIGH 1# 4 WHEEL ALIGNMENT
PERFORM FRONT END & REAR END ALIGNMENT
SHIMS & EXCENTRICS EXTRA
PERFORMED FRONT END & REAR END ALIGNMENT. CHECKED & ADJUSTED
TOE-IN, CHECKED & ADJUST CAMBER.

Notice to Consumer
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Customer Signature or Initials

JOB# 7 TOTALS-----

LABOR 129.95

JOB# 7 JOURNAL PREFIX F0CS JOB# 7 TOTAL 129.95

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
APPROVED ADDITIONAL COST OF \$1262.70 FOR TOTAL ESTIMATE OF \$1262.70 (+TAX) ON 03/23/23 AT 04:40p
BY CITY OF MONTEBELLO PD COMMENTS
COMMENTS-----
3238039179

TECHNICIAN CERTIFICATION-----

112 JOSE G FRANCO 2508

TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR.... 247.00
TOTAL PARTS.... 873.40
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 40.00
TOTAL MISC CHG. 13.58
TOTAL MISC DISC 0.00
TOTAL TAX..... 93.62

TOTAL INVOICE \$ 1267.60

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 3

CUSTOMER COPY

[END OF INVOICE] 04:45pm

The Reynolds and Reynolds Company ERAINTIVE
SF683770 Q (03/22)



FORD OF MONTEBELLO

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADV/SOR MIGUEL	914	TAG NO. 1087	INVOICE DATE 03/23/23	INVOICE NO. FOCS264229
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LABOR RATE	LICENSE NO. 1438493	MILEAGE 64,211	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 09/14/18	DELIVERY MILES
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 2 1			SELLING DEALER NO.	PRODUCTION DATE 07/26/18
	F.T.E. NO.			F.O. NO.	R.O. DATE 03/22/23
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231		COMMENTS MO: 64211		

[UNIT NUMBER] UNIT#21
JOB# 1 CHARGES-----

Notice to Consumer
Please read important information on the back.

LABOR-----
JOB# 1 CHARGES-----

I acknowledge notice and oral approval of an increase in the original estimated price.

CUSTOMER REQUEST "THE WORKS" SERVICE. CHANGE OIL AND FILTER WITH UP TO FIVE QUARTS SYNTHETIC BLEND OIL. EACH ADDITIONAL QUART WILL ADD \$4.39 BASED ON CRANKCASE CAPACITY. ROTATE TIRES FOR OPTIMAL WEAR. SERVICE PERFORMED AS PER CUSTOMER REQUEST SERVICE COMPLETED

Customer Signature or Initials

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
	1	FL-500-S	FILTER ASY - 0	8.95
	1	AD40	FUEL TREATMENT	13.95
TOTAL - PARTS				22.90

G.O.G. & SUPPLIES	QTY	DESCRIPTION	UNIT PRICE
	6.0	X05W20BSP	6.666 /UNIT
TOTAL - GOG			40.00

MISC	CODE	DESCRIPTION	CONTROL NO
		HW HAZARDOUS WASTE	3.08
TOTAL - MISC			3.08

JOB# 1 TOTALS-----

LABOR	57.05
PARTS	22.90
G.O.G.	40.00
MISC	3.08

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 123.03

JOB# 2 CHARGES-----

LABOR-----
JOB# 2 CHARGES-----

CUSTOMER STATES TIRE WARNING LIGHT ON STATES LEFT REAR TIRE LOOSES AIR PRESSURE REQUEST TO REPAIR IF POSSIBLE VEHICLE NEEDS 3 TIRES LEFT REAR NOT REPAIRABLE , ALSO NEED 2 FRONT TIRES REF TO LINE 6

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX FOCS	JOB# 2 TOTAL	0.00
----------------------------	--------------	------

JOB# 3 CHARGES-----

LABOR-----
JOB# 3 CHARGES-----

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE. TIRE INFLATION PERFORMED SET TO FACTORY SPECS

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 3

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[CONTINUED ON NEXT PAGE] 04:45pm

The Reynolds and Reynolds Company BSA/NTMVE
SF693770 Q (09/22)



FORD OF MONTEBELLO

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914 1087	INVOICE DATE 03/23/23	INVOICE NO. FOCS264229
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LABOR RATE	LICENSE NO. 1438493	MILEAGE 64,211	COLOR /
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 09/14/18		DELIVERY MILES
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 2 1	SELLING DEALER NO.		PRODUCTION DATE 07/26/18
	R.T.E. NO.	P.O. NO.	R.O. DATE 03/22/23	
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS		
MO: 64211				

JOB# 3 TOTALS-----
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----
LABOR-----
J# 5 03262592

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED

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Customer Signature or Initials

JOB# 4 TOTALS-----
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----
LABOR-----
J# 5 0002STORAGE

VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER
INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE
STORAGE FEE OF \$189.25

JOB# 5 TOTALS-----
JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----
LABOR-----
J# 6 030221TRES

CUSTOMER REQUEST REPLACE THREE TIRES
DOT 1VY0FAUP42422(3)
SERVICE COMPLETED

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
3	9002-1555395-0000	245/55R18	281.00	843.00
3	WHT	WHLNGT	2.50	7.50
TOTAL - PARTS				850.50

CODE	DESCRIPTION	CONTROL NO	
TD	CA TIRE RECYCLING FEE		5.25
TT	CA TIRE TAX		5.25
TOTAL - MISC			10.50

JOB# 6 TOTALS-----
LABOR 60.00
PARTS 850.50
MISC 10.50

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 921.00
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 3

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[CONTINUED ON NEXT PAGE] 04:45pm

The Reynolds and Reynolds Company BRAINTREE
SF653770 Q (09/22)



FORD OF MONTEBELLO

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 2352	INVOICE DATE 04/26/23	INVOICE NO. FOCS265520
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1489758	MILEAGE 115,587	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL	16/FORD TRUCK/UTILITY POLICE/4DR SDN		DELIVERY DATE 11/24/15	DELIVERY MILES
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 G G A 3 7 0 3 7	F.T.E. NO.		SELLING DEALER NO.	PRODUCTION DATE 06/26/15
BUSINESS PHONE 323-887-1313 x231		R.O. NO.		R.O. DATE 04/13/23		
COMMENTS		MO: 115587				
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----						
HW HAZARDOUS WASTE						
TOTAL - MISC 2.71						
JOB# 8 TOTALS-----						
LABOR 1760.00						
PARTS 480.95						
MISC 2.71						
JOB# 9 CHARGES-----						
JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 2243.66						
LABOR-----						
MOBILE SERVICE						
MOBILE SERVICE						
MOBILE SERVICE						
JOB# 9 TOTALS-----						
JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00						
ESTIMATE-----						
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING						
ORIGINAL ESTIMATE OF \$250.00 (+TAX)						
APPROVED ADDITIONAL COST OF \$2414.00 FOR TOTAL ESTIMATE OF \$2664.00 (+TAX) ON 04/26/23 AT 04:22p						
BY CITY OF MONTEBELLO PD COMMENTS 914						
TECHNICIAN CERTIFICATION-----						
134 RICHARD CUEVAS 5410						
TOTALS-----						
FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS						
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR						
BAR# AC204521 EPA# CAL000182089						
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM						
SATURDAY 7:00 AM TO 5:00 PM						
TOTAL LABOR.... 1827.05						
TOTAL PARTS.... 711.35						
TOTAL SUBLET.... 0.00						
TOTAL G.O.G.... 40.00						
TOTAL MISC CHG. 7.71						
TOTAL MISC DISC 0.00						
TOTAL TAX..... 77.01						
TOTAL INVOICE \$ 2663.12						
CUSTOMER SIGNATURE						

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 4 OF 4

CUSTOMER COPY

[END OF INVOICE] 04:38pm

The Reynolds and Reynolds Company BRAINTREE
SF693770 Q. (08/22)



FORD OF MONTEBELLO

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2747 VIA CAMPO
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(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204821 EPA# GAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914	INVOICE DATE 04/26/23	INVOICE NO. FOCS265520
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com RESIDENCE PHONE 323-887-1444 BUSINESS PHONE 323-887-1313 x231	LABOR RATE 1489758	MILEAGE 115,587	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN	DELIVERY DATE 11/24/15	DELIVERY MILES	
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 G G A 3 7 0 3 7	SELLING DEALER NO.	PRODUCTION DATE 06/26/15	
	R.T.E. NO.	R.O. NO.	R.O. DATE 04/13/23	
COMMENTS				

MO: 115587

[UNIT NUMBER] UNIT#17
JOB# 1 CHARGES-----

Notice to Consumer
Please read important information on the back.

LABOR-----
JOB# 1 CHARGES-----
RECALL 21R01 REAR SUSPENSION TOE LINKS.
AS PER FORD MOTOR COMPANY NOTIFICATION
COMPLETE AS PER INSTRUCTIONS FROM FORD MOTOR COMPANY FSA
21R01. REPLACE BOTH REAR TOE LINKS. CHECK ALIGNMENT. ADJUST
REAR TOE-IN TO SPECS ONLY...

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----	WARRANTY
1 DB5Z-5A972-T LINK	0.00
TOTAL - PARTS	

JOB# 1 TOTALS-----

JOB# 2 CHARGES----- JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

LABOR-----
JOB# 2 CHARGES-----
BRONZE SERVICE: CHANGE OIL AND FILTER, ROTATE TIRES, ADD FUE
L ADDITIVE, MULTIPOINT INSPECTION, TOP OFF ALL FLUIDS
SERVICED

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----	WARRANTY
1 FL-500-S FILTER ASY - 0	8.95
1 AD40 FUEL TREATMENT	13.95
TOTAL - PARTS	

G.O.G. & SUPPLIES-----	WARRANTY
6.0 X05W20BSP @ 6.66 /UNIT	40.00
TOTAL - GOG	

JOB# 2 TOTALS-----

LABOR 47.05
PARTS 22.90
G.O.G. 40.00

JOB# 3 CHARGES----- JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 109.95

LABOR-----
JOB# 3 CHARGES-----
CUSTOMER STATES CHECK ENGINE LIGHT ON.
VERIFIED CUSTOMER'S CONCERN, PERFORMED EEC TEST RETRIEVED DTC
P0430. CHECKED OASIS FOUND PROGRAM 19M01. AS PER PROGRAM
REPLACED FRONT CATALYTIC CONVERTER
19M01C(1.7)

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----	WARRANTY
1 FB5Z-5G232-A EXHAUST MANIFO	
1 DG1Z-9448-A GASKET	
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK	

PAGE 1 OF 4

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[CONTINUED ON NEXT PAGE]

04:38pm

The Reynolds and Reynolds Company EPRINTIVE
SF693770 Q (08/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	TAC NO. 914 2352	INVOICE DATE 04/26/23	INVOICE NO. FOCS265520
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1489758	MILEAGE 115,587	COLOR /
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN	DELIVERY DATE 11/24/15	STOCK NO.	
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 G G A 3 7 0 3 7	SELLING DEALER NO.	DELIVERY MILES	
BUSINESS PHONE 323-887-1313 x231		R.T.E. NO.	P.O. NO.	PRODUCTION DATE 06/26/15	
COMMENTS		R.O. DATE 04/13/23			

MO: 115587

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
	6	-W712244-S300	STUD	
	6	-W716011-S430	NUT	
	1	7T4Z-9450-AA	GASKET	
	4	-W714265-S441	NUT	
	1	DA5Z-9450-A	GASKET	
	1	-W711918-S439	BOLT	
	1	BT4Z-6B209-B	TENSIONER	
TOTAL - PARTS				0.00

WARRANTY
WARRANTY
WARRANTY
WARRANTY
WARRANTY
WARRANTY
WARRANTY

Notice to Consumer
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Customer Signature or Initials

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR-----

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR-----

VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE STORAGE FEE OF \$189.25

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES-----

LABOR-----

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 4

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[CONTINUED ON NEXT PAGE] 04:38pm

The Reynolds and Reynolds Company BRAINTUNE
SF693770 Q. (09/22)



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CUSTOMER NO. 996809		ADVISOR MIGUEL	TAG NO. 914	INVOICE DATE 04/26/23	INVOICE NO. FOCS265520
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE 1489758	MILEAGE 115,587	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN	DELIVERY DATE 11/24/15	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 G G A 3 7 0 3 7	SELLING DEALER NO.	PRODUCTION DATE 06/26/15	
BUSINESS PHONE 323-887-1313 x231		F.T.E. NO.	R.O. NO.	R.O. DATE 04/13/23	
COMMENTS		MO: 115587			

LABOR				Notice to Consumer	
CUSTOMER REQUEST REPLACE ONE TIRE MOUNTED AND BALANCED 1 TIRE P245/55R18 GENERAL DOT#65DX WD9H 1822				Please read important information on the back.	
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----				I acknowledge notice and oral approval of an increase in the original estimated price.	
1 9002-1550986-0000 245/55ZR18 205.00					
1 WMT 2.50					
TOTAL - PARTS 207.50				Customer Signature or Initials	
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----					
TD CA TIRE RECYCLING FEE 1.75					
TT CA TIRE TAX 1.75					
WW WHEEL WEIGHTS 1.50					
TOTAL - MISC 5.00					
JOB# 7 TOTALS-----					
LABOR 20.00					
PARTS 207.50					
MISC 5.00					
JOB# 7 JOURNAL PREFIX FOCS JOB# 7 TOTAL 232.50					
JOB# 8 CHARGES-----					

LABOR			
CHECK COOLANT RESEVOIR LOW. WATER PUMP VERIFIED CUSTOMER CONCERN,INSPECT AND DIAGNOSIS,PRESSURE TEST COOLING SYSTEM AND BLOCK TEST,NO COMBUSTION LEAKS AT THIS TIME,FOUND WATER PUMP LEAKING COOLANT FROM WEEP HOLE,REPLACED WATER PUMP ASSY AND ALL NECESSARY GASKETS,SEALS AND ALL ONE TIME USE HARDWARE AS PER WORK SHOP MANUAL,RTV SEALING SURFACE CLEANING AND PREPARATION,RECOVER AND RECHARGE A/C RESEALED FRONT COVER TO CYL BLOCK WITH RTV TA-357 CHANGE OIL AND FILTER ADD COOLANT, POST REPAIR ROAD TEST,VERIFY REPAIR,OK.			
PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----			
1 DG1Z-8501-D PUMP ASY - MAT 156.64 156.64			
1 BR3Z-6584-C GASKET 20.50 20.50			
1 BR3Z-6584-B GASKET 16.65 16.65			
4 BR3Z-6C535-A SEAL - VALVE 2.78 11.12			
1 XM4Z-6700-AA SEAL ASY - CRA 7.70 7.70			
1 F5RZ-6A340-B BOLT - FLANGED 10.65 10.65			
1 AT4Z-9H486-A GASKET 20.33 20.33			
1 VC-13-G ANTI-FREEZE 21.15 21.15			
1 TA-357 SEALANT - SILI 53.91 53.91			
8 BR3Z-6C535-B SEAL - VALVE 13.85 110.80			
1 GB5Z-8620-A V-BELT 51.50 51.50			
TOTAL - PARTS 480.95			

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 4

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 04:38pm

The Reynolds and Reynolds Company ERMATNVE
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089



0101IF0CS269687

CUSTOMER NO. 980351	ADVISOR MIGUEL	914	TAG NO. 4627	INVOICE DATE 06/30/23	INVOICE NO. F0CS269687
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970	LICENSE NO. 1489759	MILEAGE 120,643		COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN				DELIVERY DATE
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 G G A 3 7 0 4 0				DELIVERY MILES
	F.T.E. NO.				SELLING DEALER NO.
RESIDENCE PHONE	BUSINESS PHONE 213-887-1422	P.O. NO.		R.O. DATE 06/28/23	PRODUCTION DATE
COMMENTS		MO: 120644			

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----					
1	A5468	SERVICE KIT	31.95	31.95	
TOTAL - PARTS			52.10	52.10	
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----					
HW	HAZARDOUS WASTE		2.71	2.71	
TOTAL - MISC			2.71	2.71	
JOB# 6 TOTALS-----					
			LABOR	127.85	
			PARTS	52.10	
			MISC	2.71	
JOB# 6 JOURNAL PREFIX F0CS			JOB# 6 TOTAL	182.66	

Notice To Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$120.00 (+TAX)
APPROVED ADDITIONAL COST OF \$539.00 FOR TOTAL ESTIMATE OF \$659.00 (+TAX) ON 06/30/23 AT 01:34pm
BY CITY OF MONTEBELLO PD COMMENTS 914
TECHNICIAN CERTIFICATION-----
112 JOSE G FRANCO 2508

TOTALS-----			
FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR		TOTAL LABOR....	387.33
BAR# AC204521 EPA# CAL000182089		TOTAL PARTS....	196.95
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM		TOTAL SUBLET....	0.00
SATURDAY 7:00 AM TO 5:00 PM		TOTAL G.O.G....	41.52
		TOTAL MISC CHG.	8.50
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	24.44
		TOTAL INVOICE \$	658.74

CUSTOMER SIGNATURE

CHARGE ACCT #



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BAR# ARD204521 EPA# CAL000182089



0101IFOCS269687

CUSTOMER NO. 980351	ADVISOR MIGUEL	914	TAG NO. 4627	INVOICE DATE 06/30/23	INVOICE NO. FOCS269687
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970	LICENSE NO. 1489759	MILEAGE 120,643	COLOR /	STOCK NO.	
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN			DELIVERY DATE	
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 G G A 3 7 0 4 0			DELIVERY MILES	
	F.T.E. NO.			SELLING DEALER NO.	
RESIDENCE PHONE	BUSINESS PHONE 213-887-1422	P.O. NO.		R.O. DATE 06/28/23	PRODUCTION DATE
COMMENTS		M0: 120644			

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR-----
J# 4 00FOZSTORAGE STORAGE FEE \$189.25 TECH(S):112 INTERNAL
VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER
INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE
STORAGE FEE OF \$189.25

Notice To Consumer
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Customer Signature or Initials

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----
J# 5+03FOZ#1DIAGLEAK DIAG COOLANT LEAK TECH(S):112 200.00
CHECK COOLANT LEAK
CK AND FOUND COOLANT RESERVIOR LEAKING
REPLACED COOLANT RESERVIOR CK OK

PARTS-----QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----
1	AG1Z-8A080-S	TANK ASY - RAD	135.90
TOTAL - PARTS			135.90

MISC-----CODE-----	DESCRIPTION-----	CONTROL NO-----
HW	HAZARDOUS WASTE	
TOTAL - MISC		2.71

JOB# 5 TOTALS-----

LABOR 200.00
PARTS 135.90
MISC 2.71

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 338.61

JOB# 6 CHARGES-----

LABOR-----
J# 6+17FOZCLFLUSH COOLING SYSTEM SVC TECH(S):112 127.85
PERFORM COOLING SYSTEM FLUID EXCHANGE SERVICE
PREVENTATIVE MAINTENANCE
PERFORM COOLING SYSTEM SERVICE. USING A TWO-PART KIT AND NEW
COOLANT OUR FACTORY TRAINED TECHNICIAN WILL INSTALL THE
CLEANER INTO THE OLD COOLANT AND RUN THE ENGINE TO CIRCULATE
THROUGH OUT THE COOLING PASSAGES. USING THE SPECIALIZED
EQUIPMENT THE TECHNICIAN WILL EVACUATE VIRTUALLY ALL THE OLD
COOLANT AND REPLACE IT WITH NEW COOLANT AND ADD A COOLING
SYSTEM TREATMENT TO PROTECT THE ENGINE AND COOLING SYSTEM
COMPONENTS AGAINST RUST & CORROSION AND EXTEND FLUID LIFE.

PARTS-----QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----
1	VC-13-G	ANTI-FREEZE	20.15
TOTAL - PARTS			20.15



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0101IFOCS269687

CUSTOMER NO. 980351	ADVISOR MIGUEL	914	TAG NO. 4627	INVOICE DATE 06/30/23	INVOICE NO. FOCS269687
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970	LICENSE NO. 1489759	MILEAGE 120,643	COLOR /	STOCK NO.	
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN			DELIVERY DATE	
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 G G A 3 7 0 4 0			DELIVERY MILES	
	F.T.E. NO.			P.O. NO.	
RESIDENCE PHONE	BUSINESS PHONE 213-887-1422	COMMENTS		MO: 120644	

[UNIT NUMBER] UNIT#19

JOB# 1 CHARGES-----

LABOR-----
J# 1 01FOZWORKS "THE WORKS" GAS TECH(S):112 59.48
CUSTOMER REQUEST "THE WORKS" SERVICE. CHANGE OIL AND FILTER
WITH UP TO FIVE QUARTS SYNTHETIC BLEND OIL. EACH ADDITIONAL
QUART WILL ADD \$4.39 BASED ON CRANKCASE CAPACITY. ROTATE
TIRES FOR OPTIMAL WEAR.
SERVICE PERFORMED AS PER CUSTOMER REQUEST
SERVICE COMPLETED

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Customer Signature or Initials

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
1 FL-500-S FILTER ASY - 0 8.95 8.95
TOTAL - PARTS 8.95

G.O.G. & SUPPLIES-----
6.0 X05W20BSP @ 6.920 /UNIT 41.52
TOTAL - GOG 41.52

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----
HW HAZARDOUS WASTE 3.08
TOTAL - MISC 3.08

JOB# 1 TOTALS-----
LABOR 59.48
PARTS 8.95
G.O.G. 41.52
MISC 3.08

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 113.03

JOB# 2 CHARGES-----

LABOR-----
J# 2 01FOZ***TIREINF TIRE INFLATION REG TECH(S):112 INTERNAL
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 2 TOTALS-----
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----
J# 3 01FOZ99P MULTI POINT INSPECTI TECH(S):112 INTERNAL
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 8212	INVOICE DATE 08/16/23	INVOICE NO. F0CS272333
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1601933	MILEAGE 41,162	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 20/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 08/24/20	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		VEHICLE I.D. NO. 1 F M 5 K 8 A B 9 L G C 6 3 6 4 3	SELLING DEALER NO.	
COMMENTS		R.O. NO.		R.O. DATE 08/16/23		PRODUCTION DATE 07/14/20
						M0: 41162

LABOR-----
JOB# 4 TOTALS-----
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

Notice to Consumer
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JOB# 4 JOURNAL PREFIX FOMS JOB# 4 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$350.00 (+TAX)
TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR
BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR.... 25.00
TOTAL PARTS.... 254.00
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG. 5.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 26.04

TOTAL INVOICE \$ 310.04

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 2

CUSTOMER COPY

[END OF INVOICE] 04:24pm

The Reynolds and Reynolds Company. FRAMITIME
SF683770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 6212	INVOICE DATE 08/16/23	INVOICE NO. F0CS272333
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1601933	MILEAGE 41,162	COLOR /	STOCK NO.
Wmolinar1@cityofmontebello.com		YEAR / MAKE / MODEL 20/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 08/24/20	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A B 9 L G C 6 3 6 4 3		SELLING DEALER NO.	PRODUCTION DATE 07/14/20	
BUSINESS PHONE 323-887-1313 x231		R.O. NO.		R.O. DATE 08/16/23		
[UNIT NUMBER] UNIT#09		COMMENTS		M0: 41162		
JOB# 1 CHARGES-----		Notice to Consumer Please read important information on the back.				
LABOR-----						
J# 1 46E021 TIRE REPLACE TIRE		I acknowledge notice and oral approval of an increase in the original estimated price.				
CUSTOMER REQUEST REPLACE ONE TIRE P255/60R18 GOODYEAR ENFORCER. LEFT FRONT SERVICE COMPLETED						
PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----						
1 9001-7320055-63 255/60R18		254.00				
TOTAL - PARTS		254.00				
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----						
TD CA TIRE RECYCLING FEE		1.75				
TT CA TIRE TAX		1.75				
WW WHEEL WEIGHTS		1.50				
TOTAL - MISC		5.00				
JOB# 1 TOTALS-----						
LABOR		25.00				
PARTS		254.00				
MISC		5.00				
JOB# 2 CHARGES-----		JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 284.00				
LABOR-----						
J# 2 01E021 TIRE INFLATION REG		INTERNAL				
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE. TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35						
JOB# 2 TOTALS-----						
JOB# 3 CHARGES-----		JOB# 2 JOURNAL PREFIX F0CS JOB# 2 TOTAL 0.00				
LABOR-----						
J# 3 01E021 TIRE INFLATION REG		INTERNAL				
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY. E COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED						
JOB# 3 TOTALS-----						
JOB# 4 CHARGES-----		JOB# 3 JOURNAL PREFIX F0CS JOB# 3 TOTAL 0.00				
LABOR-----						
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK						
PAGE 1 OF 2 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 04:24pm						



FORD OF MONTEBELLO

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 4421	INVOICE DATE 03/29/23	INVOICE NO. F0CS262530
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1423872	MILEAGE 74,376	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 10/29/18	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 0 J G C 4 3 5 1 7			SELLING DEALER NO.	PRODUCTION DATE 07/28/18
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		R.O. NO.		R.O. DATE 02/20/23
PDEL		COMMENTS				

MO: 74376

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX F0CS JOB# 6 TOTAL

0.00

Notice to Consumer
Please read important information on the back.

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING

ORIGINAL ESTIMATE OF \$360.00 (+TAX)

APPROVED ADDITIONAL COST OF \$2767.00 FOR TOTAL ESTIMATE OF \$3127.00 (+TAX) ON 03/29/23 AT 04:17p
BY CITY OF MONTEBELLO PD COMMENTS 914

TECHNICIAN CERTIFICATION-----

112

JOSE G FRANCO

2508

Customer Signature or Initials

TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089

SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM

SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	1629.53
TOTAL PARTS....	1316.61
TOTAL SUBLET...	0.00
TOTAL G.O.G....	41.52
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	139.21

TOTAL INVOICE \$ 3126.87

CUSTOMER SIGNATURE

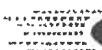
ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 3

CUSTOMER COPY

[END OF INVOICE] 04:17pm

The Reynolds and Reynolds Company ERMONTMVE
SF693770 Q (08/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

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MONTEBELLO, CA 90640
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www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 4421	INVOICE DATE 03/29/23	INVOICE NO. F0CS262530
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1423872	MILEAGE 74,376	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL	18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 10/29/18	DELIVERY MILES
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO.	1 F M 5 K 8 A R 0 J G C 4 3 5 1 7		SELLING DEALER NO.	PRODUCTION DATE 07/28/18
BUSINESS PHONE 323-887-1313 x231		F.T.E. NO.	R.O. NO.		R.O. DATE 02/20/23	
COMMENTS		MO: 74376				

[UNIT NUMBER] UNIT#10
JOB# 1 CHARGES-----

LABOR-----
BRONZE SERVICE: CHANGE OIL AND FILTER, ROTATE TIRES, ADD FUE
L ADDITIVE, MULTIPOINT INSPECTION, TOP OFF ALL FLUIDS
SERVICED

Notice to Consumer
Please read important information on the
back.

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	1		FL-500-5	FILTER ASY - O	8.95	8.95
	1		AD40	FUEL TREATMENT	13.95	13.95
TOTAL - PARTS						22.90

G.O.G. & SUPPLIES	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	6.0		X05W20BSP	@ 6.920 /UNIT	41.52	41.52
TOTAL - GOG						41.52

JOB# 1 TOTALS	LABOR	PRICE
		45.53
	PARTS	22.90
	G.O.G.	41.52

JOB# 2 CHARGES	JOB# 1 JOURNAL PREFIX F0CS	JOB# 1 TOTAL	PRICE
			109.95

LABOR-----
CUSTOMER STATES CHECK ALL WHEEL DRIVE MALFUNCTION WARNING
ON,ADVISE.
ROAD TEST VEHICLE VERIFIED CONCERN ALL WHEEL DRIVE WARNING
LIGHT IS ILLUMINATE. ALSO THE WRENCH LIGHT,
AIR BAG WARNING LIGHT AND CLIMATE CONTROL SYSTEM IS INOP AND
BLOWER STAYING STUCK ON LOW.
RAN OASIS FOR CONCERN NO SSM OR TSB. CONNECTED IDS PERFORM
SELF TEST, MULTIPLE DTC'S U0112:RCM AND
P188D:PCM. PIN POINT FOLLOWED WORK INSPECT WIRE CIRCUITS OK.
FOUND ALL WHEEL DRIVE MODULE RELAY FAULTY,
FCIM MODULE FOR CLIMATE CONTROL SYSTEM FAULTY, AND RCM AND
BECM-B MODULES FAULTY AIR BAG LIGHT ON.
REPLACE RESTRAINT CONTROL MODULE, ALL WHEEL DRIVE MODULE
RELAY, FCIM, AND BECM-B AND PERFORM PROGRAM MODULE
INSTALLATION. ERASED FAULT CODES AND RETEST SYSTEM PASS.
RETEST CLIMATE CONTROL SYSTEM OK
RETEST AIR BAG SYSTEM AND ROAD TEST VEHICLE FOR ALL WHEEL
DRIVE OPERATION OK. INTERNAL PROBLEM,
HAD MULTIPLE CONCERNS
OASIS HOTLINE CONTACT FOR CONCERN 119914965

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	1		FG1Z-7E453-C	MODULE - TRANS	84.73	84.73
	1		GB5Z-18842-BE	BEZEL	760.00	760.00
	1		HU5Z-14G490-C	MODULE	60.64	60.64
	1		HB5Z-14B321-A	SENSOR ASY - A	388.34	388.34

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 04:17pm

The Reynolds and Reynolds Company ERAINTIME
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

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SATURDAYS
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www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 4421	INVOICE DATE 03/29/23	INVOICE NO. FOCS262530
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1423872	MILEAGE 74,376	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 10/29/18	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 0 J G C 4 3 5 1 7			SELLING DEALER NO.	PRODUCTION DATE 07/28/18
		F.T.E. NO.			P.O. NO.	R.O. DATE 02/20/23
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS				
				TOTAL - PARTS 1293.71		
JOB# 2 TOTALS-----				LABOR 1584.00		
				PARTS 1293.71		
JOB# 3 CHARGES-----				JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 2877.71		
LABOR-----				Customer Signature or Initials		
JOB# 3 TOTALS-----				PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE. TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35		
JOB# 4 CHARGES-----				JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00		
LABOR-----				PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY. E COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED		
JOB# 4 TOTALS-----				JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00		
JOB# 5 CHARGES-----				LABOR-----		
LABOR-----				VEHICLE STORAGE FEES DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS. FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE STORAGE FEE OF \$189.25		
JOB# 5 TOTALS-----				JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00		
JOB# 6 CHARGES-----				LABOR-----		
LABOR-----				The Pickup & Delivery team is excited to announce a new 2022 Pickup & Delivery Coding Program. This coding program is a 2-month incentive designed to encourage the proper coding of Pickup & Delivery ROs with PDEL. PDEL ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK		

PAGE 2 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 04:17pm

The Reynolds and Reynolds Company ERANTIVE
SF693770 Q (09/22)



FORD OF MONTEBELLO

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914 172	INVOICE DATE 04/26/23	INVOICE NO. FOCS266080
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LABOR RATE	LICENSE NO. 1438491	MILEAGE 71,514	COLOR /
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 09/14/18		STOCK NO.
	VEHICLE I.D. NO. 1 F M 5 K 8 A R O J G C 4 3 5 2 0	SELLING DEALER NO.		DELIVERY MILES
	R.T.E. NO.	P.O. NO.	R.O. DATE 04/22/23	PRODUCTION DATE 07/27/18
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS		

MO: 71515

The Pickup & Delivery team is excited to announce a new 2022 Pickup & Delivery Coding Program. This coding program is a 2-month incentive designed to encourage the proper coding of Pickup & Delivery ROs with PDEL.
PDEL
PDEL

Notice to Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING

ORIGINAL ESTIMATE OF \$0.00 (+TAX)

APPROVED ADDITIONAL COST OF \$592.00 FOR TOTAL ESTIMATE OF \$592.00 (+TAX) ON 04/26/23 AT 02:10pm

BY CITY OF MONTEBELLO PD COMMENTS 914

TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS

IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089

SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM

SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR.... 333.00

TOTAL PARTS.... 234.25

TOTAL SUBLET... 0.00

TOTAL G.O.G.... 0.00

TOTAL MISC CHG. 0.00

TOTAL MISC DISC 0.00

TOTAL TAX..... 24.01

TOTAL INVOICE \$ 591.26

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 2

CUSTOMER COPY

[END OF INVOICE] 02:11pm

The Reynolds and Reynolds Company BRAINTREE
SF693770 Q (03/22)



FORD OF MONTEBELLO

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MONDAY THRU FRIDAY
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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	TAG NO. 914 172	INVOICE DATE 04/26/23	INVOICE NO. FOCS266080
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1438491	MILEAGE 71,514	COLOR /
Wmolnari@cityofmontebello.com		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 09/14/18	DELIVERY MILES
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A R O J G C 4 3 5 2 0		SELLING DEALER NO.	PRODUCTION DATE 07/27/18
BUSINESS PHONE 323-887-1313 x231		F.T.E. NO.		P.O. NO.	R.O. DATE 04/22/23
[UNIT NUMBER] UNIT#20		COMMENTS		MO: 71515	

JOB# 1 CHARGES-----

LABOR-----

Notice to Consumer
Please read important information on the back.

CUSTOMER STATES AC NOT BLOWING AIR
A/C
INSPECT AC OPERATION VERIFIED CONCERN NO AIR FLOW THREW
VENTS AND BLOWER MOTOR INOP.
CONNECTED IDS AND PERFORM SELF TEST NO DTC SET. PIN POINT
CHECK VOLTAGE GOING TO BLOWER MOTOR 0 VOLTS.
FOUND BLOWER SPEED CONTROL AND CONNECTOR MELTED. REPLACE
BLOWER SPEED CONTROL AND CONNECTOR WIRING.
RETEST A.C OPERATION BLOWER SPEED FROM LOW TO HIGH OK. CHECK
TEMPERATURE AT VENTS 44°F OK.
INTERNAL PROBLEM.

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT	PRICE
	1		9L3Z-19E624-B	CONTROL		178.90
	1		CU2Z-14S411-FA	WIRE ASY		55.35
TOTAL - PARTS						234.25

JOB# 1 TOTALS-----

LABOR 333.00
PARTS 234.25

JOB# 2 CHARGES-----

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 567.25

LABOR-----

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 2 TOTALS-----

JOB# 3 CHARGES-----

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

LABOR-----

YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT
THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT
YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO
NOT AGREE, YOU MAY PROVIDE A LANDLINE.

JOB# 3 TOTALS-----

JOB# 4 CHARGES-----

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

LABOR-----

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BAR# ARD204521 EPA# CAL000182089



01011FOCS270707

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAB NO. 5398	INVOICE DATE 07/20/23	INVOICE NO. FOCS270707
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LICENSE NO. 1489761		SALEAGE 117,803	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN		DELIVERY DATE 11/24/15		DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 8 G G A 3 7 0 3 2		SELLING DEALER NO.		PRODUCTION DATE 06/26/15
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		R.O. DATE 07/17/23		
		COMMENTS		MO: 117803		

JOB# 4 CHARGES-----

LABOR-----
J# 4 15F0Z TEXT MESSAGE TECH(S):0120 INTERNAL
YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT
THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT
YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO
NOT AGREE, YOU MAY PROVIDE A LANDLINE.

Notice To Consumer
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back.

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$220.00 (+TAX)
APPROVED ADDITIONAL COST OF \$1521.00 FOR TOTAL ESTIMATE OF \$1741.00 (+TAX) ON 07/20/23 AT 10:07a
BY CITY OF MONTEBELLO PD COMMENTS 914
TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

TOTAL LABOR.... 960.00
TOTAL PARTS.... 707.85
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 72.55

TOTAL INVOICE \$ 1740.40

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

CUSTOMER SIGNATURE

CHARGE ACCT # 811987



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BAR# ARD204521 EPA# CAL000182089



0101IFOCS270707

CUSTOMER NO. 996809	ADVISOR MIGUEL	914	TAG NO. 5398	INVOICE DATE 07/20/23	INVOICE NO. FOCS270707
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LICENSE NO. 1489761	MILEAGE 117,803		COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 16/FORD TRUCK/UTILITY POLICE/4DR SDN			DELIVERY DATE 11/24/15	DELIVERY MILES
	VEHICLE ID NO. 1 F M 5 K 8 A R 8 G G A 3 7 0 3 2			SELLING DEALER NO.	PRODUCTION DATE 06/26/15
	F.T.E. NO.			R.O. NO.	R.O. DATE 07/17/23
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS			

MO: 117803

[UNIT NUMBER] UNIT#01

JOB# 1 CHARGES-----

LABOR-----
J# 1 07FOC01 A/C TECH(S):0120 960.00

CUST STATES HVAC NOT WORKING , NO COLD AIR
A/C
INSPECT A.C OPERATION VERIFIED CONCERN BLOWING WARM.
CONNECTED IDS PERFORM SELF TEST NO DTC SET.
CONNECTED A.C MACHINE AND CHECK PRESSURES LOW AND HIGH SIDE
0 PSI NO FREON. PRESSURIZE A.C SYSTEM PIN POINT FOR LEAKS,
FOUND A.C COMPRESSOR FRONT SHAFT SEAL LEAKING AND EXPANSION
VALVE LEAKING. REPLACE A.C COMPRESSOR ASSEMBLY AND EXPANSION
VALVE. CONNECTED A.C MACHINE, PERFORM VACUUM ,HOLD DOWN TEST
PASS AND CHARGE A.C SYSTEM. RETEST A.C OPERATION CHECK
TEMPERATURE AT VENTS 44°F OK.

Notice To Consumer
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I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----		
1 DA8Z-19703-C	COMPRESSOR ASY	575.09
1 DG1Z-19849-A	VALVE ASY - EV	56.83
1 YN-12-D	OIL - COMPRESS	24.73
32 YN-19	REFRIGERANT -	51.20
TOTAL - PARTS		707.85

JOB# 1 TOTALS-----
LABOR 960.00
PARTS 707.85

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 1667.85

JOB# 2 CHARGES-----

LABOR-----
J# 2 01FOZ99P MULTI POINT INSPECTI TECH(S):0120 INTERNAL

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED

JOB# 2 TOTALS-----
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----
J# 3 01FOZ***TIREINF TIRE INFLATION REG TECH(S):0120 INTERNAL

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 3 TOTALS-----
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00



FORD OF MONTEBELLO

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MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
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2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	914	TAG NO. 8812	INVOICE DATE 09/29/23	INVOICE NO. F0CS274493	
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com	LABOR RATE	LICENSE NO. 1423872	MILEAGE 85,569	COLOR /	STOCK NO.	
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 10/29/18		DELIVERY MILES		
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 0 J G C 4 3 5 1 7	SELLING DEALER NO.		PRODUCTION DATE 07/28/18		
	R.T.E. NO.	R.O. NO.	R.O. DATE 09/28/23			
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS				MO: 85569

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----					
	HW HAZARDOUS WASTE				
		TOTAL - MISC	1.25		
			1.25		
JOB# 7 TOTALS-----					
		LABOR	126.00		
		MISC	1.25		
	JOB# 7 JOURNAL PREFIX F0CS	JOB# 7 TOTAL	127.25		

Notice to Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$40.00 (+TAX)
APPROVED ADDITIONAL COST OF \$668.00 FOR TOTAL ESTIMATE OF \$708.00 (+TAX) ON 09/29/23 AT 10:15am
BY CITY OF MONTEBELLO PD COMMENTS
CONTACT METHOD: 914
TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

TOTAL LABOR....	388.24
TOTAL PARTS....	245.89
TOTAL SUBLET...	0.00
TOTAL G.O.G....	41.52
TOTAL MISC CHG.	1.25
TOTAL MISC DISC	0.00
TOTAL TAX.....	29.46

TOTAL INVOICE \$ 706.36

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 3

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[END OF INVOICE] 01:14pm

The Reynolds and Reynolds Company ERAINTIVE
SF683770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 8812	INVOICE DATE 09/29/23	INVOICE NO. F0CS274493
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1423872	MILEAGE 85,569	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 10/29/18	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE ID NO. 1 F M 5 K 8 A R O J G C 4 3 5 1 7		SELLING DEALER NO.	PRODUCTION DATE 07/28/18	
BUSINESS PHONE 323-887-1313 x231		P.O. NO.		R.O. DATE 09/28/23		
[UNIT NUMBER] UNIT#10		COMMENTS		MO: 85569		
JOB# 1 CHARGES-----						
LABOR-----						
PERFORM BRAKE INSPECTION. BRAKES GRINDING. INSPECT BRAKES AND ADVISE. REPLACE FRONT BRAKE PADS AND BOTH FRONT ROTORS. PERFORM BRAKE FLUID EXCHANGE						
PARTS-----						
QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE			
1	DG1Z-2001-F	KIT - BRAKE LI	80.00	80.00		
2	EU2Z-1V125-A	ROTOR ASY	59.98	119.96		
TOTAL - PARTS			199.96			
JOB# 1 TOTALS-----						
			LABOR	195.00		
			PARTS	199.96		
JOB# 2 CHARGES-----						
JOB# 1 JOURNAL PREFIX F0CS JOB# 1 TOTAL 394.96						
LABOR-----						
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE. TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35						
JOB# 2 TOTALS-----						
JOB# 2 JOURNAL PREFIX F0CS JOB# 2 TOTAL 0.00						
JOB# 3 CHARGES-----						
LABOR-----						
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY. E COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED						
JOB# 3 TOTALS-----						
JOB# 3 JOURNAL PREFIX F0CS JOB# 3 TOTAL 0.00						
JOB# 4 CHARGES-----						
LABOR-----						
VEHICLE STORAGE FEES DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS. FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE STORAGE FEE OF \$189.25						

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 3

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[CONTINUED ON NEXT PAGE] 01:14pm

The Reynolds and Reynolds Company EPRINT/AVE
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CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 8812	INVOICE DATE 09/29/23	INVOICE NO. FOCS274493
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1423872	MILEAGE 85,569	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW	VEHICLE I.D. NO. 1 F M 5 K 8 A R 0 J G C 4 3 5 1 7		DELIVERY DATE 10/29/18	DELIVERY MILES
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	R.T.E. NO.		R.O. NO.	SELLING DEALER NO.	PRODUCTION DATE 07/28/18
COMMENTS					R.O. DATE 09/28/23	
						MO: 85569

JOB# 4 TOTALS-----

JOB# 5 CHARGES-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

Notice to Consumer
Please read important information on the back.

LABOR-----

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	PRICE-----
	1	84032	SERVICE KIT	33.95	33.95
TOTAL - PARTS				33.95	33.95

JOB# 5 TOTALS-----

PARTS 33.95

JOB# 6 CHARGES-----

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 33.95

LABOR-----

BRONZE SERVICE: CHANGE OIL AND FILTER, ROTATE TIRES, ADD FUE
L ADDITIVE, MULTIPOINT INSPECTION, TOP OFF ALL FLUIDS
SERVICED

PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	PRICE-----
	1	FL-500-S	FILTER ASY - 0	11.98	11.98
TOTAL - PARTS				11.98	11.98

G.O.G. & SUPPLIES-----

G.O.G. & SUPPLIES-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	PRICE-----
	6.0	X05W20BSP	@	6.920 /UNIT	41.52
TOTAL - GOG				41.52	41.52

JOB# 6 TOTALS-----

LABOR 67.24
PARTS 11.98
G.O.G. 41.52

JOB# 7 CHARGES-----

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 120.74

LABOR-----

PERFORM BRAKE FLUID EXCHANGE SERVICE
PERFORM A BRAKE FLUID EXCHANGE SERVICE. OUR FACTORY TRAINED
TECHNICIAN WILL TEST THE SYSTEM FOR LEAKS. USING THE
SPECIALIZED EQUIPMENT REMOVE VIRTUALLY ALL OF THE OLD FLUID
IN THE MASTER CYLINDER, EXCHANGE ALL THE OLD FLUID FROM THE
BRAKE LINES/HOSES, WHEEL CYLINDERS AND/OR CALIPERS, MASTER
CYLINDER WITH NEW DOT 4 BRAKE FLUID TO REMOVE CONTAMINANTS
MOISTURE AND CORROSIVE FLUID FROM THE SYSTEM.

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 3

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[CONTINUED ON NEXT PAGE] 01:14pm

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SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL		914	TAG NO. 2276	INVOICE DATE 12/13/23	INVOICE NO. FOMS278230
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1438493	MILEAGE 77,268		COLOR /	STOCK NO.
		YEAR/MAKE/MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW					
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 2 1					
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		R.O. NO.		R.O. DATE 12/06/23	PRODUCTION DATE 07/26/18
COMMENTS				MO: 77268			

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$120.00 (+TAX)
APPROVED ADDITIONAL COST OF \$1280.00 FOR TOTAL ESTIMATE OF \$1400.00 (+TAX) ON 12/13/23 AT 04:52p
BY CITY OF MONTEBELLO PD COMMENTS
CONTACT METHOD: 914
TOTALS-----

Notice to Consumer
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TOTAL LABOR....	881.45
TOTAL PARTS....	410.65
TOTAL SUBLET....	0.00
TOTAL G.O.G....	41.52
TOTAL MISC CHG.	3.08
TOTAL MISC DISC	0.00
TOTAL TAX.....	46.35

TOTAL INVOICE \$ 1383.05

Customer Signature or Initials

CUSTOMER SIGNATURE

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	TAG NO. 914	2276	INVOICE DATE 12/13/23	INVOICE NO. FOMS278230
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1438493	MILEAGE 77,268	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW	VEHICLE ID. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 2 1		DELIVERY DATE 09/14/18	DELIVERY MILES
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	F.T.E. NO.	P.O. NO.	R.O. DATE 12/06/23	PRODUCTION DATE 07/26/18	
[UNIT NUMBER] UNIT#21		COMMENTS				
JOB# 1 CHARGES		MO: 77268				

LABOR-----
 JOB# 1 CHARGES-----
 CHECK DRIVER SEAT WONT GO BACK OR FORTH.
 VERIFIED CUSTOMER CONCERN, DRIVER POWER SEAT WONT MOVE FRONT OR BACKWARDS
 SCANNED VEHICLE, NO RELATED DTCS
 CHECKED POWER TO SEAT MOTOR WHILE OPERATING SEAT CONTROL SWITCH, NO POWER IS REACHING THE MOTOR
 CHECKED POWER AND GROUND TO THE SEAT CONTROL SWITCH, OK.
 COMPONENT TESTED THE SEAT CONTROL SWITCH, SWITCH FAILED INTERNALLY.
 INSTALLED NEW DRIVER SEAT CONTROL SWITCH AND TRANSFERRED NECESSARY COMPONENTS.
 RETESTED VEHICLE, OK. CONCERN NO LONGER PRESENT AT THIS TIME.

Notice to Consumer
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Customer Signature or Initials

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	1	9L3Z-14A701-A	SWITCH ASY	187.00	187.00
	1	GB5Z-8620-A	V-BELT	30.13	30.13
	1	BT4Z-6B209-B	TENSIONER	171.55	171.55
TOTAL - PARTS					388.68

JOB# 1 TOTALS-----
 LABOR 400.00
 PARTS 388.68

JOB# 2 CHARGES-----
 JOB# 1 JOURNAL PREFIX FOMS JOB# 1 TOTAL 788.68

LABOR-----
 JOB# 2 CHARGES-----
 CHECK BELT TENSIONER NOISE.
 REPLACED BELT TENSIONER AND SERPENTINE BELT.

JOB# 2 TOTALS-----
 LABOR 400.00

JOB# 3 CHARGES-----
 JOB# 2 JOURNAL PREFIX FOMS JOB# 2 TOTAL 400.00

LABOR-----
 JOB# 3 CHARGES-----
 CUSTOMER REQUEST "THE WORKS" SERVICE. CHANGE OIL AND FILTER WITH UP TO FIVE QUARTS SYNTHETIC BLEND OIL. EACH ADDITIONAL QUART WILL ADD \$4.39 BASED ON CRANKCASE CAPACITY. ROTATE TIRES FOR OPTIMAL WEAR.
 SERVICE PERFORMED AS PER CUSTOMER REQUEST
 SERVICE COMPLETED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	PRICE
	1	FL-500-S	FILTER ASY - 0	11.98	11.98

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
 NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 4

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[CONTINUED ON NEXT PAGE] 04:54pm

The Reynolds and Reynolds Company PRINTING
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FORD OF MONTEBELLO

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CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 2276	INVOICE DATE 12/13/23	INVOICE NO. FOMS278230
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1438493	MILEAGE 77,268	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 09/14/18	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE ID. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 2 1		SELLING DEALER NO.	PRODUCTION DATE 07/26/18	
BUSINESS PHONE 323-887-1313 x231		R.T.E. NO.		P.O. NO.	R.O. DATE 12/06/23	
COMMENTS		MO: 77268				

G.O.G. & SUPPLIES-----		TOTAL - PARTS	11.98	Notice to Consumer Please read important information on the back.
6.0 XOSW20BSP	@ 6.920 /UNIT			
		TOTAL - GOG	41.52	I acknowledge notice and oral approval of an increase in the original estimated price.
MISC-----CODE-----	DESCRIPTION-----	CONTROL NO-----		
	HW HAZARDOUS WASTE			
		TOTAL - MISC	3.08	
			3.08	Customer Signature or Initials

JOB# 3 TOTALS-----

LABOR	56.45
PARTS	11.98
G.O.G.	41.52
MISC	3.08

JOB# 4 CHARGES----- JOB# 3 JOURNAL PREFIX FOMS JOB# 3 TOTAL 113.03

LABOR-----

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE.

TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 4 TOTALS-----

JOB# 5 CHARGES----- JOB# 4 JOURNAL PREFIX FOMS JOB# 4 TOTAL 0.00

LABOR-----

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY.

E

COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED

PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED

JOB# 5 TOTALS-----

JOB# 6 CHARGES----- JOB# 5 JOURNAL PREFIX FOMS JOB# 5 TOTAL 0.00

LABOR-----

VEHICLE STORAGE FEES

DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.

FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE STORAGE FEE OF \$189.25

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 4

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[CONTINUED ON NEXT PAGE] 04:54pm

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CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 2276	INVOICE DATE 12/13/23	INVOICE NO. FOMS278230
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1438493	MILEAGE 77,268	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 09/14/18	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE ID. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 2 1		SELLING DEALER NO.	PRODUCTION DATE 07/26/18	
BUSINESS PHONE 323-887-1313 x231		F.T.E. NO.		P.O. NO.	R.O. DATE 12/06/23	
COMMENTS		MO: 77268				

JOB# 6 TOTALS-----

JOB# 7 CHARGES----- JOB# 6 JOURNAL PREFIX FOMS JOB# 6 TOTAL 0.00

LABOR-----

TEXT MESSAGE TECH(S) 0694

YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY PROVIDE A LANDLINE.

JOB# 7 TOTALS-----

JOB# 8 CHARGES----- JOB# 7 JOURNAL PREFIX FOMS JOB# 7 TOTAL 0.00

LABOR-----

PERFORM BATTERY SERVICE.
RECOMMENDED SERVICE
SERVICE COMPLETED

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----

1	885	SERVICE KIT	9.99
TOTAL - PARTS			9.99

JOB# 8 TOTALS-----

LABOR-----

PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

JOB# 9 TOTALS-----

JOB# 10 CHARGES----- JOB# 9 JOURNAL PREFIX FOMS JOB# 9 TOTAL 0.00

LABOR-----

MOBILE SERVICE INSPECTION
MOBILE SERVICE INSPECTION
MOBILE SERVICE INSPECTION

JOB# 10 TOTALS-----

JOB# 10 JOURNAL PREFIX FOMS JOB# 10 TOTAL 0.00

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 4 CUSTOMER COPY [CONTINUED ON NEXT PAGE] 04:54pm



FORD OF MONTEBELLO

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0101IFOCS296290

CUSTOMER NO. 980351	ADVISOR MIGUEL	914	TAG NO. 7615	INVOICE DATE 12/26/24	INVOICE NO. F0CS296290	
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970	LICENSE NO. 1438494	MILEAGE 89,029		COLOR	STOCK NO.	
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW				DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 2 J G C 4 3 5 1 8				SELLING DEALER NO.	PRODUCTION DATE
	E.T.E. NO.				P.O. NO.	R.O. DATE 12/17/24
RESIDENCE PHONE	BUSINESS PHONE 213-887-1422		COMMENTS			
MO: 89029						

TOTALS-----		Notice To Consumer Please read important information on the back.	
FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR		TOTAL LABOR....	350.00
BAR# AC204521 EPA# CAL000182089		TOTAL PARTS....	531.25
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM		TOTAL SUBLET...	0.00
SATURDAY 7:00 AM TO 5:00 PM		TOTAL G.O.G....	0.00
		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	54.45
		TOTAL INVOICE \$	935.70
		Customer Signature or Initials	

CUSTOMER SIGNATURE

CHARGE ACCT # 811987



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089



0101IFOC5296290

CUSTOMER NO.	980351	ADVISOR	MIGUEL	914	TAG NO.	7615	INVOICE DATE	12/26/24	INVOICE NO.	FOCS296290
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LICENSE NO.	1438494	MILEAGE	89,029	COLOR	STOCK NO.			
		YEAR / MAKE / MODEL	18/FORD TRUCK/POLICE INTERCEP/4DR AW							
		VEHICLE I.D. NO.	1 F M 5 K 8 A R 2 J G C 4 3 5 1 8			DELIVERY DATE	DELIVERY MILES			
		F.T.E. NO.	P.O. NO.	SELLING DEALER NO.	PRODUCTION DATE					
RESIDENCE PHONE	BUSINESS PHONE	213-887-1422	COMMENTS	R.O. DATE			12/17/24	REPRINT#	1	
M0: 89029										

[UNIT NUMBER] 11
JOB# 1 CHARGES-----

LABOR-----
D# 1 07FOZ QUICK SERVICE TECH(S):0120 350.00
CUSTOMER STATES CHECK DRIVER SIDE SPOT LIGHT HANDLE CAME OFF.
INSPECT DRIVERS SIDE SPOT LIGHT OPERATION CAME APART AND INOP VERIFIED CONCERN. TRIED TO REINSTALL WON'T FIT PROPERLY AND STILL INOP. PIN POINT FOUND SPOT LIGHT FAULTY. REPLACE DRIVERS SIDE SPOT LIGHT AND RETEST SPOT LIGHT OPERATION OK. INTERNAL PROBLEM.

Notice To Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-
1 DBSZ-15312-N SPOTLAMP ASY 531.25
TOTAL - PARTS 531.25

JOB# 1 TOTALS-----
LABOR 350.00
PARTS 531.25

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 881.25

JOB# 2 CHARGES-----
LABOR-----
D# 2 01FOZ***TIREINF TIRE INFLATION REG TECH(S):0120 INTERNAL
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 2 TOTALS-----
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----
LABOR-----
D# 3+00FOZPDEL PDEL PICKUP DELIVERY TECH(S):0120 0.00
PDEL
PDEL
PDEL

JOB# 3 TOTALS-----
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$0.00 (+TAX)
APPROVED ADDITIONAL COST OF \$935.70 FOR TOTAL ESTIMATE OF \$935.70 (+TAX) ON 12/26/24 AT 11:30am
BY CITY OF MONTEBELLO COMMENTS 914

The Reynolds and Reynolds Company, REPRINT# CC886848 Q (06/23)



FORD OF MONTEBELLO

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 1363	INVOICE DATE 03/29/23	INVOICE NO. FOCS264531	
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1602264	MILEAGE 37,883	COLOR /	STOCK NO.	
		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 11/19/20	DELIVERY MILES	
		VEHICLE I.D. NO. 1 F M 5 K 8 A B 5 M G A 0 7 1 7 6			SELLING DEALER NO.	PRODUCTION DATE 10/19/20	
		F.T.E. NO.			P.O. NO.	R.O. DATE 03/27/23	REPRINT# 1
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS					MO: 37883

JOB# 8 CHARGES-----

LABOR-----

~~323-887-1444~~ CUSTOMER REQUEST REPLACE ONE TIRE
SERVICE COMPLETED GOODYEAR

NOTICE TO CONSUMER
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

PARTS-----	QTY----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	
	1	9001-7320055-63	255/60R18	254.00	254.00
	1	WWT	WHLWGT	2.50	2.50
TOTAL - PARTS					256.50

MISC-----

CODE-----	DESCRIPTION-----	CONTROL NO-----	
TD	CA TIRE RECYCLING FEE		1.75
TT	CA TIRE TAX		1.75
WW	WHEEL WEIGHTS		1.50
TOTAL - MISC			5.00

JOB# 8 TOTALS-----

LABOR	25.00
PARTS	256.50
MISC	5.00
JOB# 8 JOURNAL PREFIX FOCS	
JOB# 8 TOTAL	286.50

ESTIMATE-----

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$200.00 (+TAX)
APPROVED ADDITIONAL COST OF \$483.00 FOR TOTAL ESTIMATE OF \$683.00 (+TAX) ON 03/29/23 AT 04:17pm
BY MIGUEL GONZALEZ COMMENTS
TECHNICIAN CERTIFICATION-----

112	JOSE G FRANCO	2508
-----	---------------	------

TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

TOTAL LABOR....	252.05
TOTAL PARTS....	346.30
TOTAL SUBLET....	0.00
TOTAL G.O.G....	40.00
TOTAL MISC CHG.	5.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	39.60
TOTAL INVOICE \$	682.95

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 3

CUSTOMER COPY

[END OF INVOICE] 04:38pm

The Reynolds and Reynolds Company BRANTINE
SF883770 Q (03/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 1363	INVOICE DATE 03/29/23	INVOICE NO. FDCS264531
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1602264	MILEAGE 37,883	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 11/19/20	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A B 5 M G A 0 7 1 7 6		SELLING DEALER NO.	PRODUCTION DATE 10/19/20	
BUSINESS PHONE 323-887-1313 x231		P.O. NO.		R.O. DATE 03/27/23	REPRINT# 1	
COMMENTS		MO: 37883				

[UNIT NUMBER] UNIT#03
JOB# 1 CHARGES-----

LABOR-----
#1 OI FOBS
BRONZE SERVICE: CHANGE OIL AND FILTER, ROTATE TIRES, ADD FUE
L ADDITIVE, MULTIPOINT INSPECTION, TOP OFF ALL FLUIDS
serviced

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
1 FL-500-S 8.95
1 AD40 FUEL TREATMENT 13.95
TOTAL - PARTS 22.90

G.O.G. & SUPPLIES-----
6.0 X05W20BSP @ 6.666 /UNIT 40.00
TOTAL - GOG 40.00

JOB# 1 TOTALS-----
LABOR 47.05
PARTS 22.90
G.O.G. 40.00
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 109.95

JOB# 2 CHARGES-----

LABOR-----
#2 OI FOBS
CUSTOMER STATES CHECK TIRE PRESSURE FAULT LIGHT ON.
TIRE
REPLACED RIGHT FRONT TIRE AND LEFT REAR TIRE SENSOR
REPROGRAM CK OK.

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
1 JX7Z-1A189-C KIT - TPMS SEN 66.90
TOTAL - PARTS 66.90

JOB# 2 TOTALS-----
LABOR 180.00
PARTS 66.90
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 246.90

JOB# 3 CHARGES-----

LABOR-----
#3 OI FOBS
The Pickup & Delivery team is excited to announce a new 2022
Pickup & Delivery Coding Program. This coding program is a
2-month incentive designed to encourage the proper coding of
Pickup & Delivery ROs with PDEL.
PDEL
PDEL

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 3

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[CONTINUED ON NEXT PAGE] 04:38pm

The Reynolds and Reynolds Company ERANTAVE
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 1363	INVOICE DATE 03/29/23	INVOICE NO. F0CS264531
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1602264	MILEAGE 37,883	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 21/FORD TRUCK/POLICE INTERCEP/4DR AW	VEHICLE I.D. NO. 1 F M 5 K 8 A B 5 M G A 0 7 1 7 6		DELIVERY DATE 11/19/20	DELIVERY MILES
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	F.T.E. NO.	F.O. NO.	R.O. DATE 03/27/23	SELLING DEALER NO.	PRODUCTION DATE 10/19/20
COMMENTS					REPRINT# 1	
					MO: 37883	

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX F0CS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

Notice to Consumer
Please read important information on the back.

LABOR-----

JOB# 4 CHARGES-----

PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX F0CS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----

JOB# 5 CHARGES-----

YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY PROVIDE A LANDLINE.

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX F0CS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR-----

JOB# 6 CHARGES-----

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS. TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE EXPLANATION OF SERVICE PERFORMED

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX F0CS JOB# 6 TOTAL 0.00

JOB# 7 CHARGES-----

LABOR-----

JOB# 7 CHARGES-----

VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE STORAGE FEE OF \$189.25

JOB# 7 TOTALS-----

JOB# 7 JOURNAL PREFIX F0CS JOB# 7 TOTAL 0.00

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 3

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[CONTINUED ON NEXT PAGE] 04:38pm

The Reynolds and Reynolds Company SRANTMVE
SF693770 Q (09/22)



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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 3766	INVOICE DATE 05/16/23	INVOICE NO. FOC5267342
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1438290	MI LEAGE 72,762	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 11/02/18	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5			SELLING DEALER NO.	PRODUCTION DATE 07/28/18
		F.T.E. NO.			P.O. NO.	R.O. DATE 05/16/23
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS				

JOB# 7 TOTALS----- MO: 72762

JOB# 7 JOURNAL PREFIX FOC5 JOB# 7 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$840.84 (+TAX)

TECHNICIAN CERTIFICATION-----
112 JOSE G FRANCO 2508

TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR	TOTAL LABOR.... 80.00
	TOTAL PARTS.... 676.95
	TOTAL SUBLET... 0.00
	TOTAL G.O.G.... 0.00
	TOTAL MISC CHG. 11.00
	TOTAL MISC DISC 0.00
	TOTAL TAX..... 69.39
BAR# AC204521 EPA# CAL000182089 SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM SATURDAY 7:00 AM TO 5:00 PM	TOTAL INVOICE \$ 837.34

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 3

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[END OF INVOICE] 02:35pm

The Reynolds and Reynolds Company BRAINTRIVE
SF693770 Q (09/22)



FORD OF MONTEBELLO

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MONDAY THRU FRIDAY
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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809	ADVISOR MIGUEL	TAG NO. 914	INVOICE DATE 05/16/23	INVOICE NO. FOCS267342
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com RESIDENCE PHONE 323-887-1444 BUSINESS PHONE 323-887-1313 x231	LABOR RATE	LICENSE NO. 1438290	MILEAGE 72,762	COLOR /
	YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW	DELIVERY DATE 11/02/18	DELIVERY MILES	STOCK NO.
	VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5	SELLING DEALER NO.	PRODUCTION DATE 07/28/18	
	F.T.S. NO.	P.O. NO.	R.O. DATE 05/16/23	REPRINT# 1
COMMENTS				
MO: 72762				

[UNIT NUMBER] UNIT#05
JOB# 1 CHARGES-----

LABOR-----
BATTERY FAILED TEST. CUSTOMER REQUEST REPLACE BATTERY.
BATTERY FAILED TEST.
SERVICE COMPLETED.

Notice to Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----		
1 BXT-65-750	BATTERY	175.95
-1 BXT-65-750	CORE RETURN	-16.00
TOTAL - PARTS		159.95

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----		
BF CA BATTERY FEE		1.00
TOTAL - MISC		1.00

JOB# 1 TOTALS-----

LABOR	40.00
PARTS	159.95
MISC	1.00

JOB# 2 CHARGES-----

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 200.95

LABOR-----
CUSTOMER REQUEST REPLACE TWO TIRES DRIVER SIDE AND ROTATE
P245/55R18 GOOD YEAR RSA PURSUIT
SERVICE COMPLETED

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----		
2 9001-7320265-00	245/55R18	256.00
2 WWT	WHLWGT	2.50
TOTAL - PARTS		517.00

MISC-----CODE-----DESCRIPTION-----CONTROL NO-----		
TD CA TIRE RECYCLING FEE		3.50
TT CA TIRE TAX		3.50
WW WHEEL WEIGHTS		3.00
TOTAL - MISC		10.00

JOB# 2 TOTALS-----

LABOR	40.00
PARTS	517.00
MISC	10.00

JOB# 3 CHARGES-----

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 567.00

LABOR-----
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE.

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

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BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL		TAG NO. 914	3766	INVOICE DATE 05/16/23	INVOICE NO. FOCS267342
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE		LICENSE NO. 1438290	MILEAGE 72,762	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW				DELIVERY DATE 11/02/18	DELIVERY MILES
		VEHICLE ID. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5				SELLING DEALER NO.	PRODUCTION DATE 07/28/18
		F.Y.E.NO.		P.O. NO.		R.O. DATE 05/16/23	REPRINT# 1
Wmolinari@cityofmontebello.com		RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		COMMENTS	
TIRE INFLATION PERFORMED SET TO 35PSI							
MO: 72762							

TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

MO: 72762

JOB# 3 TOTALS-

Notice to Consumer
Please read important information on the back.

JOB# 4 CHARGES

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

I acknowledge notice and oral approval of
an increase in the original estimated price.

LABOR:

PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPPED WITH DIPSTICK ONLY.

E
COMPLIMENTARY MULTIPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED

Customer Signature or Initials

JOB# 4 TOTALS.

JOB#	4	JOURNAL	PREFIX	FOCS	JOB#	4	TOTAL	0.00
------	---	---------	--------	------	------	---	-------	------

JOB# 5 CHARGES

LABOR-

VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER
INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE
STORAGE FEE OF \$189.25

JOB# 5 TOTALS.

JOB#	5	JOURNAL	PREFIX	FOCS	JOB#	5	TOTAL	0.00
------	---	---------	--------	------	------	---	-------	------

JOB# 6 CHARGES

LABOR-

YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY PROVIDE A LANDLINE.

JOB# 6 TOTALS-

JOB#	6	JOURNAL	PREFIX	FDCS	JOB#	6	TOTAL	0.00
------	---	---------	--------	------	------	---	-------	------

JOB# 7 CHARGES

LABOR--

PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

**ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK**

PAGE 2 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 02:35pm

The Reynolds and Reynolds Company BRAINTINE
SF693770 Q (09/22)



FORD OF MONTEBELLO

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CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 3006	INVOICE DATE 12/16/23	INVOICE NO. FOCS278618
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1438290	MILEAGE 80,516	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW			DELIVERY DATE 11/02/18	DELIVERY MILES
		VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5			SELLING DEALER NO.	PRODUCTION DATE 07/28/18
		F.T.E. NO.			P.O. NO.	R.O. DATE 12/14/23
RESIDENCE PHONE 323-887-1444	BUSINESS PHONE 323-887-1313 x231	COMMENTS				
MO: 80516						

TOTALS-----		Notice to Consumer Please read important information on the back.	
FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR		TOTAL LABOR....	345.00
BAR# AC204521 EPA# CAL000182089		TOTAL PARTS....	342.55
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM		TOTAL SUBLET...	0.00
SATURDAY 7:00 AM TO 5:00 PM		TOTAL G.O.G....	0.00
		TOTAL MISC CHG.	0.00
		TOTAL MISC DISC	0.00
		TOTAL TAX.....	35.11
		TOTAL INVOICE \$	722.66

CUSTOMER SIGNATURE

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 3 OF 3

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[END OF INVOICE] 12:53pm

The Reynolds and Reynolds Company BRAINTREE
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
7:00 A.M. to 7:00 P.M.
SATURDAYS
7:00 A.M. to 5:00 P.M.
CLOSED SUNDAY

2747 VIA CAMPO
MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 3006	INVOICE DATE 12/16/23	INVOICE NO. FOCS278618
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com		LABOR RATE	LICENSE NO. 1438290	MIILEAGE 80,516	COLOR /	STOCK NO.
		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW				DELIVERY DATE 11/02/18
		VEHICLE ID. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5				PRODUCTION DATE 07/28/18
RESIDENCE PHONE 323-887-1444		BUSINESS PHONE 323-887-1313 x231		R.T.E. NO.	R.O. NO.	R.O. DATE 12/14/23
[UNIT NUMBER] UNIT#05		COMMENTS				
JOB# 1 CHARGES-----		MO: 80516				

LABOR
7# 1 04P02 CHECK & ADVISE TECHS 25.00
REPLACE RT FRONT BENT WHEEL CUSTOMER SUPPLIED USED WHEEL.
DEMOUNTED AND MOUNTED TIRE ON SUPPLIED WHEEL

Notice to Consumer
Please read important information on the back.
I acknowledge notice and oral approval of an increase in the original estimated price.

JOB# 1 TOTALS-----
LABOR 25.00
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 25.00

LABOR
7# 2 04P02 TIRE PRESSURE SERVICE 71.08
CUSTOMER STATES CHECK TPMS FAULT LIGHT ON.
TIRE
VERIFIED CONCERN DEMOUNTED RIGHT REAR TIRE AND REPLACED TPMS
TIRE SENSOR AND CALIBRATED.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
1 F2GZ-1A189-A KIT - TPMS SEN 71.08
TOTAL - PARTS 71.08

JOB# 2 TOTALS-----
LABOR 125.00
PARTS 71.08
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 196.08

LABOR
7# 3 04P02 TIRE PRESSURE SERVICE 0.00
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS 35

JOB# 3 TOTALS-----
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

LABOR
7# 4 04P02 FRONT BRAKE LINES 271.47
CUSTOMER REQUEST REPLACE FRONT BRAKE LININGS
FRONT BRAKE LININGS AT OR BELOW MINIMUM SPECIFICATIONS
RELINE FRONT BRAKE AND FRONT BRAKE ROTORS.

PARTS-----QTY-----FP-NUMBER-----DESCRIPTION-----UNIT PRICE-----
1 DG1Z-2001-F KIT - BRAKE LI 107.67
2 EU2Z-1V125-B ROTOR ASY 81.90 163.80
TOTAL - PARTS 271.47

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 1 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 12:53pm

The Reynolds and Reynolds Company EPA/INTRIVE
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

SERVICE AND PARTS OPEN
MONDAY THRU FRIDAY
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SATURDAYS
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CLOSED SUNDAY

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MONTEBELLO, CA 90640
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www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 3006	INVOICE DATE 12/16/23	INVOICE NO. FOCS278618
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LABOR RATE	LICENSE NO. 1438290	MILEAGE 80,516	COLOR /	STOCK NO.
Wmolinari@cityofmontebello.com		YEAR / MAKE / MODEL 18/FORD TRUCK/POLICE INTERCEP/4DR AW		DELIVERY DATE 11/02/18	DELIVERY MILES	
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M 5 K 8 A R 7 J G C 4 3 5 1 5		SELLING DEALER NO.	PRODUCTION DATE 07/28/18	
BUSINESS PHONE 323-887-1813 x231		P.C. NO.		R.O. DATE 12/14/23		
COMMENTS		MO: 80516				
JOB# 4 TOTALS-----				LABOR PARTS	195.00 271.47	Notice to Consumer Please read important information on the back.
JOB# 5 CHARGES-----				JOB# 4 JOURNAL PREFIX FOCS	JOB# 4 TOTAL	466.47
LABOR-----				I acknowledge notice and oral approval of an increase in the original estimated price.		
3# 5-000FOZ SUPPL PERFORM MOBILE SERVICE INSPECTION PERFORM MOBILE SERVICE INSPECTION PERFORM MOBILE SERVICE INSPECTION				Customer Signature or Initials		
JOB# 5 TOTALS-----						
JOB# 6 CHARGES-----				JOB# 5 JOURNAL PREFIX FOMS	JOB# 5 TOTAL	0.00
LABOR-----						
3# 5-16F0Z MOBILE SERVICE INSPECTION MOBILE SERVICE INSPECTION MOBILE SERVICE INSPECTION						
JOB# 6 TOTALS-----						
JOB# 6 JOURNAL PREFIX FOMS				JOB# 6 TOTAL	0.00	
ESTIMATE-----						
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING						
ORIGINAL ESTIMATE OF \$55.00 (+TAX)						
APPROVED ADDITIONAL COST OF \$668.00 FOR TOTAL ESTIMATE OF \$723.00 (+TAX) ON 12/16/23 AT 12:52pm						
BY CITY OF MONTEBELLO PD COMMENTS 914						
TECHNICIAN CERTIFICATION-----						
112		JOSE G FRANCO		2508		

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
NOTICE TO CUSTOMER: PLEASE READ IMPORTANT INFORMATION ON BACK

PAGE 2 OF 3

CUSTOMER COPY

[CONTINUED ON NEXT PAGE]

12:53pm

The Reynolds and Reynolds Company BRAINTUNE
SF693770 Q (09/22)



FORD OF MONTEBELLO

"Building Lifelong Relationships With Our Customers"

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MONTEBELLO, CA 90640
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BAR# ARD204521 EPA# CAL000182089



0101IFOC5271336

CUSTOMER NO. 996809		ADVISOR MIGUEL	914	TAG NO. 6706	INVOICE DATE 07/28/23	INVOICE NO. FOCS271336
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970		LICENSE NO. 7Y0A444	MILEAGE 127,507		COLOR /	STOCK NO.
wmlinari@cityofmontebello.com		YEAR / MAKE / MODEL 15/FORD TRUCK/EXPEDITION/4DR 2WD		DELIVERY DATE 02/10/15		DELIVERY MILES
RESIDENCE PHONE 323-887-1444		VEHICLE I.D. NO. 1 F M J U 1 H T 8 F E F 1 8 9 7 5		SELLING DEALER NO.		PRODUCTION DATE 12/10/14
BUSINESS PHONE 323-887-1313 x231		F.T.E. NO.		R.O. DATE 07/28/23		
COMMENTS		MO: 127507				

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----

LABOR-----
J# 5 15FOZ TEXT MESSAGE TECH(S):0761 INTERNAL

YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE AT THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY PROVIDE A LANDLINE.

Notice To Consumer
Please read important information on the back.

I acknowledge notice and oral approval of an increase in the original estimated price.

Customer Signature or Initials

JOB# 5 TOTALS-----

JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----

LABOR-----
J# 6+00FOZ99PM MOBILE SERVICE INSPE TECH(S):0761 0.00

PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION
PERFORM MOBILE SERVICE INSPECTION

JOB# 6 TOTALS-----

JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF \$245.00 (+TAX)
APPROVED ADDITIONAL COST OF \$142.00 FOR TOTAL ESTIMATE OF \$387.00 (+TAX) ON 07/28/23 AT 02:32pm
BY CITY OF MONTEBELLO PD COMMENTS
TOTALS-----

FORD OF MONTEBELLO APPRECIATES YOUR BUSINESS
IF YOU HAVE ANY QUESTIONS PLEASE SEE YOUR SERVICE ADVISOR

TOTAL LABOR.... 300.00
TOTAL PARTS.... 33.10
TOTAL SUBLET... 0.00
TOTAL G.O.G.... 0.00
TOTAL MISC CHG. 0.00
TOTAL MISC DISC 0.00
TOTAL TAX..... 3.39

TOTAL INVOICE \$ 336.49

BAR# AC204521 EPA# CAL000182089
SERVICE HR'S MON-FRI 7:00 AM TO 6:00 PM
SATURDAY 7:00 AM TO 5:00 PM

CUSTOMER SIGNATURE

CHARGE ACCT #



FORD OF MONTEBELLO

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MONTEBELLO, CA 90640
(888) 554-3673 • (323) 838-6920
www.fordofmontebello.com
BAR# ARD204521 EPA# CAL000182089



0101IF0CS271336

CUSTOMER NO. 996809	ADVISOR MIGUEL	914	TAG NO. 6706	INVOICE DATE 07/28/23	INVOICE NO. FOCS271336
CITY OF MONTEBELLO PD 1600 W BEVERLY BLVD MONTEBELLO, CA 90640-3970 Wmolinari@cityofmontebello.com RESIDENCE PHONE 323-887-1444 BUSINESS PHONE 323-887-1313 x231	LICENSE NO. 7Y0A444	MILEAGE 127,507	COLOR /	STOCK NO.	
	YEAR / MAKE / MODEL 15/FORD TRUCK/EXPEDITION/4DR 2WD			DELIVERY DATE 02/10/15	
	VEHICLE I.D. NO. 1 F M J U 1 H T 8 F E F 1 8 9 7 5			DELIVERY MILES	
	F.E.E. NO.			P.O. NO.	
COMMENTS			SELLING DEALER NO. 12/10/14		
			P.O. DATE 07/28/23		
MO: 127507					

[UNIT NUMBER] 115200
JOB# 1 CHARGES-----

LABOR-----
JOB# 1 02FOZLECT CK ENGINE LIGHT TECH(S):0761 300.00
CUSTOMER STATES CHECK ENGINE LIGHT ON.
VERIFIED CHECK ENGINE LIGHT IS ON, PERFORMED EEC TEST
RETRIEVED DTC P0306 AND P0304. REMOVED AND INSPECTED SPARK
PLUGS FOUND CRACKED # 4 AND 6 SPARK PLUG. REPLACED 2 SPARK
PLUGS AND RETEST FAULT NO LONGER PRESENT

Notice To Consumer
Please read important information on the back.

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

PARTS-----QTY---FP-NUMBER-----DESCRIPTION-----UNIT PRICE-
2 CYFS-12-YTAX SPARK PLUG 16.55 33.10
TOTAL - PARTS 33.10

JOB# 1 TOTALS-----
LABOR 300.00
PARTS 33.10
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 333.10

JOB# 2 CHARGES-----

LABOR-----
JOB# 2 01FOZ***TIREINF TIRE INFLATION REG TECH(S):0761 0.00
PERFORM THE TIRE PRESSURE SERVICE USING A TIRE PRESSURE
GAUGE.
TIRE INFLATION PERFORMED SET TO FACTORY SPECS

JOB# 2 TOTALS-----
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----
JOB# 3 01FOZ99P MULTI POINT INSPECTI TECH(S):0761 0.00
PERFORM MULTI POINT INSPECTION, CHECK TIRES, VISUAL
INSPECTION OF BRAKES, TEST BATTERY, AND CHECK ALL FLUIDS.
TRANSMISSIONS EQUIPED WITH DIPSTICK ONLY.
E
COMPLIMENTARY MULTIPPOINT INSPECTION PERFORMED
PLEASE SEE YOUR SERVICE ADVISOR FOR COMPLETE
EXPLANATION OF SERVICE PERFORMED

JOB# 3 TOTALS-----
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR-----
JOB# 4 00FOZSTORAGE STORAGE FEE \$189.25 TECH(S):0761 0.00
VEHICLE STORAGE FEES
DAILY STORAGE FEE OF \$189.25 WILL BE APPLIED 48 HOURS AFTER
INITIAL CONTACT TO OWNER OF VEHICLE READY STATUS.
FAILURE TO PICK UP VEHICLE WILL RESULT IN A DAILY VEHICLE
STORAGE FEE OF \$189.25

01/29/2025 01:30pm

MONTEBELLO
TIRE PROS

Terms: Net 10th

*** INVOICE ***

02 - Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Page: 1/2

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 008011 - BLDG
Vehicle: 2008 FORD ESCAPE
XLS
License: 1258163
Mileage: In: 68033 / Out: 68033
VIN #: 1FMCU02Z28KA95721
Torque: 100 FT/LB
Air Prs: NA F / NA R
PO #: Susan Peebles

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
MAINTENANCE								
836535	WIPERS	VALVOLINE AQUABLADE WIPER 20	IF/AF	2	0.00	19.95	0.00	39.90
		IN CASE	/					
OPAF	.	[V#338650-P#43464] ENGINE AIR	IF/AF	1	0.00	29.99	0.00	29.99
		FILTER	/					
MAINTENANCE SUBTOTAL:								69.89
BRAKE SYSTEM SERVICE								
BSF	.	BRAKE SYSTEM FLUSH	IF/AF	1	0.00	0.00	0.00	0.00
			/					
608334	FLUID	VPS DOT 3 & 4 PREMIUM	IF/AF	1	0.00	44.99	0.00	44.99
		SYNTHETIC BRAKE FLUID FORMULA	/					
NBRK-FLSH	BRAKE	FLUSH AND RENEW BRAKE FLUID IN	IF/AF	1	0.00	0.00	95.00	95.00
		ENTIRE SYSTEM	/					
CA	.	CLEAN & ADJUST REAR BRAKES	IF/AF	1	0.00	0.00	49.99	49.99
			/					
BRAKE SYSTEM SERVICE SUBTOTAL:								189.98
LOF SERVICES								
QS530SB	.	QUICK SERVICE 5W30 SYNTHETIC	IF/AF	1	0.00	0.00	0.00	0.00
		BLEND	/					
VV1770	5W30	5W30 SYNTHETIC BLEND	IF/AF	4.5	0.00	6.85	0.00	30.83
			/					
VO25	OIL FILTER	VO25 - OIL FILTER	IF/AF	1	0.00	4.99	0.00	4.99
			/					
NLOF-APSI	.	TIRE AIR PRESSURE CHECKED AND	IF/AF	1	0.00	0.00	0.00	0.00
		ADJUSTED TO VEHICLE	/					
		MANUFACTURER'S RECOMMENDED						
		PSI.						
OCL	.	OIL CHANGE LABOR	IF/AF	1	0.00	0.00	25.00	25.00
			/					
ODF	.	OIL DISPOSAL FEE	IF/AF	4.5	0.40	0	0.00	1.80
			/					
PMI	.	PREVENTATIVE MAINTENANCE	IF/AF	1	0.00	0.00	0.00	0.00
		INSPECTION	/					
DISCOUNT	.	DISCOUNT	IF/	1	0.00	-17.62	0.00	-17.62

Comments:
THANK YOU FOR YOUR BUSINESS

Cash:	0.00	Check:	0.00	Name	Acct	Auth	Amount	Parts:	133.07
Credit Card:	0.00	On Acct:	318.70					Labor:	169.99
								Subtotal:	303.06
Amount Tendered:								Fees:	1.80
Total:								Sales Tax:	13.83
Change:								Total:	\$318.70

Customer Authorization: 

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and/or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

MONTEBELLO**02 - Montebello Tire Pros**TIRE PROS
License # 165711

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Terms: Net 10th

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 003067 - REC
Vehicle: 2003 FORD EXPEDITION
License: 1170535
Mileage: In: 147911 / Out: 147911
VIN #: 1FMPU16L63LC18579
Torque: 150 FT/LB
Air Prs: 35.0 F / 35.0 R
PO #: Susan Peebles

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
MDL	.	CHECK ENGINE LIGHT IS ON AND VEHICLE SHAKES - CHECK AND ADVISE	IF/RB /	1	0.00	0.00	0.00	0.00
OPMI	.	[V#338650-P#43438] SPARK PLUG	IF/RB /	8	0.00	12.36	0.00	98.88
OPMI	.	[V#338650-P#43438] IGNITION COIL - CYLINDERS 1,2,3, AND 4	IF/RB /	4	0.00	77.19	0.00	308.76
MML	.	REPLACE ALL SPARK PLUGS AND IGNITION COILS FOR CYLINDERS 1,2,3, AND 4	IF/RB /	3	0.00	0.00	90.00	270.00
NOTE	NOTE	VEHICLE IS CONSUMING OIL AND HAS NOTICEABLE KNOCK, POSSIBLY PISTON ROD. CUSTOMER HAS BEEN ADVISED THAT ENGINE MIGHT NEED TO BE REPLACED SOON. VEHICLE WILL BE USED IN THE MEANTIME UNTIL IT NEEDS IT.	IF/RB /	1	0.00	0.00	0.00	0.00

Comments:

THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 719.42

Amount Tendered: \$719.42
Total: - \$719.42
Change: \$0.00

Name Acct Auth Amount

Parts: 407.64
Labor: 270.00
Subtotal: 677.64
Fees: 0.00
Sales Tax: 41.78

Total: \$719.42

Customer Authorization: 

Print Name: _____

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and/or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

01/09/2025 05:11pm

**MONTEBELLO
TIRE PROS**

Phone: 323-65448

Terms: Net 10th

*** INVOICE ***

02 - Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
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Page: 1/2

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Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 008041 - VAN #1 - REC
Vehicle: 2008 FORD E-350 SUPER DUTY
XL BLUE
License: 1258261
Mileage: In: 30552 / Out: 30552
VIN #: 1FMSS31LX8DA45962
Torque: NA
Air Prs: NA F / NA R
PO #: Susan Peebles

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
CUSTOMER CONCERN								
OPMI	.	[V#96991-P#43230] WINDOW REGULATOR W/MOTOR	IF/RB /	1	0.00	149.99	0.00	149.99
OPMI	.	[V#96991-P#43247] WINDOW REGULATOR W/MOTOR - WARRANTY	IF/RB /	-1	0.00	149.99	0.00	-149.99
NOTE	NOTE	REPLACED LEFT FRONT (DRIVER DOOR) WINDOW REGULATOR W/MOTOR	IF/RB /	1	0.00	0.00	0.00	0.00
PMC	PMC	WASHER FLUID SPRAYERS DO NOT WORK - CHECK AND ADVISE *** WASHER FLUID RESERVOIR WAS EMPTY. FILLED IT WITH WASHER FLUID AND SYSTEM IS WORKING AS DESIGNED	IF/CO /	1	0.00	0.00	0.00	0.00
CUSTOMER CONCERN SUBTOTAL:								0.00
BRAKE SYSTEM SERVICE								
BSF	.	BRAKE SYSTEM FLUSH	IF/CO /	1	0.00	0.00	0.00	0.00
608334	FLUID	VPS DOT 3 & 4 PREMIUM SYNTHETIC BRAKE FLUID FORMULA	IF/CO /	1	0.00	44.99	0.00	44.99
NBRK-FLSH	BRAKE	FLUSH AND RENEW BRAKE FLUID IN ENTIRE SYSTEM	IF/AF /	1	0.00	0.00	95.00	95.00
BRAKE SYSTEM SERVICE SUBTOTAL:								139.99
RADIATOR/COOLANT SERVICES								
CSF	COOLANT FLU SH	COOLANT SYSTEM FLUSH-PLATINUM-CLEAN, FLUSH, FILL AND CONDITION	IF/AF /	1	0.00	0.00	0.00	0.00
RS	.	RADIATOR SERVICE	IF/CO /	1	0.00	0.00	105.02	105.02
VP005	COOLANT	VPS COOLANT CLEANER AND CONDITIONER KIT	IF/CO /	1	0.00	44.99	0.00	44.99
ZXG05RU1	G-05	ZEREX G-05 COOLANT	IF/CO /	2	0.00	24.99	0.00	49.98
RADIATOR/COOLANT SERVICES SUBTOTAL:								199.99
LOF SERVICES								

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 415.20

Amount Tendered: \$415.20
Total: - \$415.20
Change: \$0.00

Name Acct Auth Amount

Parts: 170.10
Labor: 225.02
Subtotal: 395.12
Fees: 2.40
Sales Tax: 17.68

Total: \$415.20

Customer Authorization

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

01/09/2025 05:11pm

MONTEBELLO**FIRE PROS**

Tel: 323-65448

Terms: Net 10th

*** INVOICE ***

02 - Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640

323-728-7274

Page: 2/2

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 008041 - VAN #1 - REC
Vehicle: 2008 FORD E-350 SUPER DUTY
XL BLUE
License: 1258261
Mileage: In: 30552 / Out: 30552
VIN #: 1FMSS31LX8DA45962
Torque: NA
Air Prs: NA F / NA R
PO #: Susan Peebles

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
QS530SB	.	QUICK SERVICE 5W30 SYNTHETIC BLEND	IF/CO /	1	0.00	0.00	0.00	0.00
VV1770	5W30	5W30 SYNTHETIC BLEND	IF/CO /	6	0.00	6.85	0.00	41.10
VO88	OIL FILTER	VO88 - OIL FILTER	IF/CO /	1	0.00	5.99	0.00	5.99
NLOF-APSI	.	TIRE AIR PRESSURE CHECKED AND ADJUSTED TO VEHICLE MANUFACTURER'S RECOMMENDED PSI.	IF/CO /	1	0.00	0.00	0.00	0.00
OCL	.	OIL CHANGE LABOR	IF/CO /	1	0.00	0.00	25.00	25.00
ODF	.	OIL DISPOSAL FEE	IF/CO /	6	0.40	0	0.00	2.40
PMC	PMC	COURTESY CHECK	IF/CO /	1	0.00	0.00	0.00	0.00
DISCOUNT		DISCOUNT	IF/CO /	1	0.00	-16.95	0.00	-16.95

LOF SERVICES SUBTOTAL: 57.54

TIRES ADD-ON'S

ROT	.	TIRE ROTATION	IF/CO /	1	0.00	0.00	0.00	0.00
-----	---	---------------	---------	---	------	------	------	------

TIRES ADD-ON'S SUBTOTAL: 0.00

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 415.20

Amount Tendered: \$415.20
Total: - \$415.20
Change: \$0.00

Name Acct Auth Amount

Parts: 170.10
Labor: 225.02
Subtotal: 395.12
Fees: 2.40
Sales Tax: 17.68

Total: \$415.20

Customer Authorization

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and/or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

01/09/2025 05:09pm

MONTEBELLO
TIRE PROS

Phone: 323-816-5349

Terms: Net 10th

*** INVOICE ***

02 - Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Page: 1/2

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #:
Vehicle: 2017 FORD F-250 SUPER DUTY
License: 1685828
Mileage: In: 41448 / Out: 41448
VIN #: 1FTBF2A64HEB19433
Torque: 165 FT/LB
Air Prs: NA F / NA R
PO #: Susan Peebles

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
ORIGINAL								
NOTE	NOTE	VEHICLE DRIVEN IN BY MARCO	IF/CO	1	0.00	0.00	0.00	0.00
ORIGINAL SUBTOTAL:								0.00
CUSTOMER CONCERN								
PMC	PMC	CIG. LIGHTER/AUX PLUGS DO NOT HAVE POWER - CHECK AND ADVISE	IF/CO	1	0.00	0.00	0.00	0.00
CUSTOMER CONCERN SUBTOTAL:								0.00
LOF SERVICES								
QS530S	.	QUICK SERVICE 5W30 SYNTHETIC	IF/CO	1	0.00	0.00	0.00	0.00
881483	5W30	VALVOLINE 5W30 FULL SYNTHETIC OIL	IF/CO	7	0.00	9.75	0.00	68.25
VO88	OIL FILTER	VO88 - OIL FILTER	IF/CO	1	0.00	5.99	0.00	5.99
NLOF-APSI	.	TIRE AIR PRESSURE CHECKED AND ADJUSTED TO VEHICLE MANUFACTURER'S RECOMMENDED PSI.	IF/CO	1	0.00	0.00	0.00	0.00
OCL	.	OIL CHANGE LABOR	IF/CO	1	0.00	0.00	25.00	25.00
ODF	.	OIL DISPOSAL FEE	IF/CO	7	0.40	0	0.00	2.80
PMC	PMC	COURTESY CHECK	IF/CO	1	0.00	0.00	0.00	0.00
LOF SERVICES SUBTOTAL:								102.04
TIRES ADD-ON'S								
ROT	.	TIRE ROTATION	IF/CO	1	0.00	0.00	0.00	0.00
TIRES ADD-ON'S SUBTOTAL:								0.00
-UNCATEGORIZED-								
MML	.	REPLACE POWER/AUXILIARY PLUGS	IF/RB	2	0.00	0.00	90.00	180.00
OPMI	.	[V#77515-P#43242] PANEL WITH 1	IF/RB	1	0.00	93.25	0.00	93.25

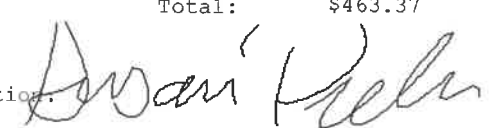
Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 463.37
Amount Tendered: \$463.37
Total: - \$463.37
Change: \$0.00

Name Acct Auth Amount

Parts: 231.55
Labor: 205.00
Subtotal: 436.55
Fees: 2.80
Sales Tax: 24.02

Total: \$463.37

Customer Authorization: 

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and/or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and/or receipt of copy thereof.

01/09/2025 05:09pm

MONTEBELLO
TIRE PROS

Tel: 323-865349

Terms: Net 10th

*** INVOICE ***

02 - Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Page: 2/2

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #:
Vehicle: 2017 FORD F-250 SUPER DUTY
License: 1685828
Mileage: In: 41448 / Out: 41448
VIN #: 1FTBF2A64HEB19433
Torque: 165 FT/LB
Air Prs: NA F / NA R
PO #: Susan Peebles

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
OPMI		POWER PLUG [V#77515-P#43242] DUAL POWER PLUG CONNECTOR ASSEMBLY	/ IF/RB /	1	0.00	64.06	0.00	64.06
-UNCATEGORIZED- SUBTOTAL:								337.31

Comments:
THANK YOU FOR YOUR BUSINESS

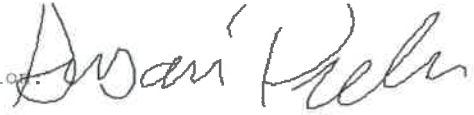
Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 463.37

Amount Tendered: \$463.37
Total: - \$463.37
Change: \$0.00

Name Acct Auth Amount

Parts: 231.55
Labor: 205.00
Subtotal: 436.55
Fees: 2.80
Sales Tax: 24.02

Total: \$463.37

Customer Authorization: 

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and/or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

01/08/2025 02:31pm

**MONTEBELLO
TIRE PROS**

Phone: 323-65432

Terms: Net 10th

*** INVOICE ***

02 - Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640

323-728-7274

Page: 1/1

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 008010 - BLDG
Vehicle: 2008 FORD ESCAPE
License: 1258164
Mileage: In: 42263 / Out: 42265
VIN #: 1FMCU02Z18KA28737
Torque: 100 FT/LB
Air Prs: NA F / NA R
PO #: Susan Peebles

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
NOTE	NOTE	GAS PEDAL GOT STUCK AND	IF/RB	1	0.00	0.00	0.00	0.00
		VEHICLE LOST POWER.	/					
NOTE	NOTE	CHECK BRAKES	IF/RB	1	0.00	0.00	0.00	0.00
			/					
OPMI	.	[V#5219PR-P#43226] THROTTLE	IF/RB	1	0.00	591.99	0.00	591.99
		BODY ASSEMBLY	/					
OPMI	.	[V#77515-P#43236] THROTTLE	IF/RB	1	0.00	85.20	0.00	85.20
		BODY/ACCELERATOR CABLE	/					
MML	.	REPLACE THROTTLE BODY &	IF/RB	1.5	0.00	0.00	90.00	135.00
		THROTTLE BODY/ACCELERATOR	/					
		CABLE						

Comments:

THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 881.60

Amount Tendered: \$881.60
Total: - \$881.60
Change: \$0.00

Name Acct Auth Amount

Parts: 677.19
Labor: 135.00
Subtotal: 812.19
Fees: 0.00
Sales Tax: 69.41

Total: \$881.60

Customer Authorization:

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and/or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

02/26/2024 02:05pm

MONTEBELLO1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Terms: Net 10th

*** INVOICE ***

Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Page: 3/3

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 016321 - REC
Vehicle: 2018 FORD F250
License: 1567963
Mileage: In: 37001 / Out: 37001
VIN #: 1FTBF2A61JED06506
Torque: 165 FT/LB
Air Prs: NA F / NA R
PO #: ROBERT

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
VS	VALVE STEMS	VALVE STEMS	LF/RB	2	0.00	2.50	0.00	5.00
NTIRE-TD	.	TIRE DISPOSAL	LF/RB	2	3.99	0	0.00	7.98
TIRES ADD-ON'S SUBTOTAL:								762.94
-UNCATEGORIZED-DISCOUNT		DISCOUNT	JH/	1	0.00	-10.75	0.00	-10.75
OPMI		[V#77515-P#40251] BLOWER MOTOR PIGTAIL	JH/RB	1	0.00	99.99	0.00	99.99
-UNCATEGORIZED- SUBTOTAL:								89.24

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 2412.05
Amount Tendered: \$2412.05
Total: - \$2412.05
Change: \$0.00

Name Acct Auth Amount

Parts: 1576.42
Labor: 662.98
Subtotal: 2239.40
Fees: 10.78
Sales Tax: 161.87
Total: \$2412.05

Customer Authorization: JH

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

02/26/2024 02:05pm

MONTEBELLO
TIRE PADS

Unit # 61250

Terms: Net 10th

*** INVOICE ***

Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640

323-728-7274

Page: 1/3

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 016321 - REC
Vehicle: 2018 FORD F250
License: 1567963
Mileage: In: 37001 / Out: 37001
VIN #: 1FTBF2A61JED06506
Torque: 165 FT/LB
Air Prs: NA F / NA R
PO #: ROBERT

Item #	Size	Description	Slm/Tc	Qty	FEES	Parts	Labor	Extended
ORIGINAL								
NOTE	NOTE	CHECK A/C SYSTEM	JH/RB	1	0.00	0.00	0.00	0.00
OPMI	.	[V#77515-P#40245] BLOWER MOTOR	JH/RB	1	0.00	399.99	0.00	399.99
MML	.	REMOVE AND REPLACE BLOWER MOTOR AND RESISTOR	JH/RB	1.6	0.00	0.00	90.00	144.00
ORIGINAL SUBTOTAL:								543.99
REQUIRED								
FPS	.	FRONT DISC BRAKE SERVICE	LF/RB	1	0.00	0.00	0.00	0.00
NBRK-TR	.	RESURFACE FRONT ROTORS	LF/RB	2	0.00	0.00	0.00	0.00
NBRK-IDP	.	INSTALL NEW FRONT BRAKE PADS	LF/RB	1	0.00	0.00	140.00	140.00
OPBR	.	[V#56421-P#40181] FRONT BRAKE PADS	LF/RB	1	0.00	164.00	0.00	164.00
REQUIRED SUBTOTAL:								304.00
MAINTENANCE								
RPS	.	REAR DISC BRAKE SERVICE	LF/RB	1	0.00	0.00	0.00	0.00
NBRK-IRBP	.	INSTALL NEW REAR BRAKE PADS	LF/RB	1	0.00	0.00	140.00	140.00
NBRK-RRR	.	RESURFACE REAR ROTORS	LF/RB	2	0.00	0.00	0.00	0.00
OPBR	.	[V#56421-P#40181] REAR BRAKE PADS	LF/RB	1	0.00	89.99	0.00	89.99
MAINTENANCE SUBTOTAL:								229.99
OTHER								
VA463	AIR FILTER	VA463 - AIR FILTER	LF/RB	1	0.00	29.99	0.00	29.99
OTHER SUBTOTAL:								29.99
ALIGNMENT SERVICE								
AL1	ALIGNMENT	COMPUTERIZED WHEEL ALIGNMENT	LF/RB	1	0.00	0.00	79.00	79.00

Comments:
THANK YOU FOR YOUR BUSINESS

Cash:	0.00	Check:	0.00	Name	Acct	Auth	Amount	Parts:	1576.42
Credit Card:	0.00	On Acct:	2412.05					Labor:	662.98
Amount Tendered: \$2412.05								Subtotal:	2239.40
Total: - \$2412.05								Fees:	10.78
Change: \$0.00								Sales Tax:	161.87
								Total:	\$2412.05

Customer Authorization:

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and/or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

11/29/2024 05:24pm

*** INVOICE ***

Page: 1/2

MONTEBELLO
TIRE PROS

Phone: 323-246-64924

Terms: Net 10th

Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 003067 - REC
Vehicle: 2003 FORD EXPEDITION
License: 1170535
Mileage: In: 146543 / Out: 146543
VIN #: 1FMPU16L63LC18579
Torque: 150 FT/LB
Air Prs: 35.0 F / 35.0 R
PO #: Susan Peebles

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
OTHER								
OPSS	SUSPENSION & STEERING	[V#5219PR-P#42854] COMPLETE FRONT STRUT ASSEMBLY	IF/CO	2	0.00	240.00	0.00	480.00
OPSS	SUSPENSION & STEERING	[V#5219PR-P#42854] LEFT FRONT CV AXLE	IF/CO	1	0.00	200.00	0.00	200.00
MSSL		REPLACE LEFT FRONT CV AXLE AND FRONT STRUTS/SHOCKS	IF/CO	2.7	0.00	0.00	90.00	243.00
OTHER SUBTOTAL:								923.00
ALIGNMENT SERVICE								
ALI	ALIGNMENT	COMPUTERIZED WHEEL ALIGNMENT	LF/CO	1	0.00	0.00	79.00	79.00
ALIGNMENT SERVICE SUBTOTAL:								79.00
LOF SERVICES								
QS530SB		QUICK SERVICE 5W30 SYNTHETIC BLEND	LF/CO	1	0.00	0.00	0.00	0.00
VV1770	5W30	5W30 SYNTHETIC BLEND	LF/CO	6	0.00	6.85	0.00	41.10
VO88	OIL FILTER	VO88 - OIL FILTER	LF/CO	1	0.00	5.99	0.00	5.99
NLOF-APSI		TIRE AIR PRESSURE CHECKED AND ADJUSTED TO VEHICLE MANUFACTURER'S RECOMMENDED PSI.	LF/CO	1	0.00	0.00	0.00	0.00
OCL		OIL CHANGE LABOR	LF/CO	1	0.00	0.00	25.00	25.00
ODF		OIL DISPOSAL FEE	LF/CO	6	0.40	0	0.00	2.40
PMC	PMC	COURTESY CHECK	LF/CO	1	0.00	0.00	0.00	0.00
LOF SERVICES SUBTOTAL:								74.49
TIRES ADD-ON'S								
LHSTHT17700	LT265/70R17	[V#C11827-P#42827] LCR LIONHART LIONCLAW HT 121/118Q DOT#: 1TBBBF95C0124	LF/CO /AF	4	0.00	140.00	0.00	560.00

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 1875.62
Amount Tendered: \$1875.62
Total: - \$1875.62
Change: \$0.00

Name Acct Auth Amount

Parts: 1287.09
Labor: 446.96
Subtotal: 1734.05
Fees: 9.40
Sales Tax: 132.17

Total: \$1875.62

Customer Authorization:

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

11/29/2024 05:24pm

**MONTEBELLO
TIRE PROS**

Phone: 323-246-924

Terms: Net 10th

*** INVOICE ***

Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Page: 2/2

Bill To:

CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:

PARKS & RECREATION
1700 W VICTORIA AVE
MONTEBELLO, CA 90640
BUSINESS: 323-887-4540

Unit #: 003067 - REC

Vehicle: 2003 FORD EXPEDITION

License: 1170535

Mileage: In: 146543 / Out: 146543

VIN #: 1FMPU16L63LC18579

Torque: 150 FT/LB

Air Prs: 35.0 F / 35.0 R

PO #: Susan Peebles

Item #	Size	Description	S/m/Tc	Qty	FEE	Parts	Labor	Extended
BAL		DOT#: 1TBBBF95C0124 DOT#: 1TBBBF95C0124 DOT#: 1TBBBF95C0124 MOUNT & BALANCE TIRE	LF/CO /AF	4	0.00	0.00	24.99	99.96
CRF		CA RECYCLING FEE	LF/ /	4	1.75	0	0.00	7.00
TIRES ADD-ON'S SUBTOTAL:								666.96
-UNCATEGORIZED-								
NOTE	NOTE	PARK OPS 323 313 8431	LF/CO /	1	0.00	0.00	0.00	0.00
-UNCATEGORIZED- SUBTOTAL:								0.00

Comments:

THANK YOU FOR YOUR BUSINESS

Cash:	0.00	Check:	0.00
Credit Card:	0.00	On Acct:	1875.62

Amount Tendered:	\$1875.62
Total:	- \$1875.62
Change:	\$0.00

Name Acct Auth Amount

Parts:	1287.09
Labor:	446.96
Subtotal:	1734.05
Fees:	9.40
Sales Tax:	132.17

Total: \$1875.62

Customer Authorization:

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

12/12/2022 03:13pm

*** INVOICE ***

Page: 1/1

**MONTEBELLO
TIRE PROS**

156008

Terms: Net 10th

Montebello Tire Pros
 BAR# ARD229634
 830 West Whittier Blvd, Montebello, CA 90640
 323-728-7274

Bill To:
 CITY OF MONTEBELLO
 1600 W BEVERLY BLVD
 FINANCE DEPT - ACCTS PAYABLE
 MONTEBELLO, CA 90640
 BUSINESS: 323-816-5324
 CBL: 323-246-0811

Ship To:
 PARKS & RECREATION
 1700 W VICTORIA AVE
 MONTEBELLO, CA 90640
 BUSINESS: 323-887-4540

Unit #: S1/314441 - TRN
 Vehicle: 2015 MOBILITY VENTURES MV-1
 License: 1515194
 Mileage: In: 68512 / Out: 68512
 VIN #: 57WMD2B63EM102200
 Torque: NA
 Air Prs: NA F / NA R
 PO #: ALFRED

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
MAINTENANCE								
MTX-65	MTX-65	INTERSTATE BATTERY AGM - 48	JH/CO	1	0.00	245.95	0.00	245.95
		MONTH WARRANTY	/					
CBF		CALIFORNIA BATTERY FEE	JH/	1	0.00	1.00	0.00	1.00
			/					
MAINTENANCE SUBTOTAL:								246.95
TIRES ADD-ON'S								
98178	235/65R17	HERCULES TERRA TRAC HPT	JH/CO	4	0.00	156.99	0.00	627.96
			/					
BAL	.	TIRE BALANCE	JH/CO	4	0.00	0.00	17.99	71.96
			/					
WW	WW	WHEEL WEIGHTS	JH/CO	4	0.00	3.00	0.00	12.00
			/					
VS	VALVE STEMS	VALVE STEMS	JH/CO	4	0.00	2.50	0.00	10.00
			/					
NTIRE-TD	.	TIRE DISPOSAL	JH/CO	4	3.99	0	0.00	15.96
			/					
CRF		CA RECYCLING FEE	JH/	4	1.75	0	0.00	7.00
			/					
TIRES ADD-ON'S SUBTOTAL:								744.88
-UNCATEGORIZED-								
AL1	ALIGNMENT	COMPUTERIZED WHEEL ALIGNMENT	JH/CO	1	0.00	0.00	79.00	79.00
			/					
MML	.	INSTALLATION OF NEW BATTERY	JH/CO	0.5	0.00	0.00	90.00	45.00
			/					
-UNCATEGORIZED- SUBTOTAL:								124.00

Comments:
 THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
 Credit Card: 0.00 On Acct: 1207.66

Amount Tendered: \$1207.66
 Total: - \$1207.66
 Change: \$0.00

Name Acct Auth Amount

Parts: 896.91
 Labor: 195.96
 Subtotal: 1092.87
 Fees: 22.96
 Sales Tax: 91.83
 Total: \$1207.66

Customer Authorization: _____

Print Name: _____

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and/or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

**MONTEBELLO
TIRE PROS****02 - Montebello Tire Pros**

BAR# ARD229634

**830 West Whittier Blvd, Montebello, CA 90640
323-728-7274**

Invoice #: 266185

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
FIRE DEPARTMENT
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Unit #: 115206
Vehicle: 2015 DODGE DURANGO
License: 1467004
Mileage: In: 112131 / Out: 112131
VIN #: 1C4RDJAG1FC127926
Torque: 130 FT/LB
Air Prs: NA F / NA R
PO #: Paid Erl FD

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
NOTE	NOTE	FLORES 760 427 0012	LF/RB /	1	0.00	0.00	0.00	0.00
NOTE	NOTE	VEHICLE IS OVERHEATING	LF/RB /	1	0.00	0.00	0.00	0.00
OPMI	.	[V#56421-P#43839] FAN CONTROLLER W/FAN	LF/RB /	1	0.00	280.00	0.00	280.00
MML	.	LABOR TO REPLACE THE FAN CONTROLLER	LF/RB /	1.5	0.00	0.00	90.00	135.00
OPMI	.	[V#96991-P#43840] FAN RELAYS	LF/RB /	2	0.00	49.99	0.00	99.98

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 0.00
Deposit/Crd: 553.93

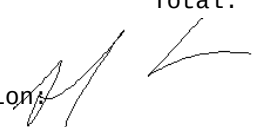
Amount Tendered: \$553.93
Total: - \$553.93
Change: \$0.00

Name Acct Auth Amount



Parts: 379.98
Labor: 135.00
Subtotal: 514.98
Fees: 0.00
Sales Tax: 38.95

Total: \$553.93

Customer Authorization: 

Print Name: _____

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

MONTEBELLO
TIRE PROS

02 - Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Invoice #: 266045

Terms: Net 10th

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
FIRE DEPARTMENT
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Unit #: 009344
Vehicle: 2009 CHEVROLET TAHOE
WHITE
License: 1340174
Mileage: In: 151326 / Out: 151326
VIN #: 1GNFK13019R249381
Torque: 140 FT/LB
Air Prs: NA F / NA R
PO #: ROBINSON

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
LOF SERVICES								
QS530S	.	QUICK SERVICE 5W30 SYNTHETIC	IF/AF	1	0.00	0.00	0.00	0.00
881483	5W30	VALVOLINE 5W30 FULL SYNTHETIC OIL	IF/AF	6	0.00	9.75	0.00	58.50
V088	OIL FILTER	V088 - OIL FILTER	IF/AF	1	0.00	5.99	0.00	5.99
NLOF-APSI	.	TIRE AIR PRESSURE CHECKED AND ADJUSTED TO VEHICLE MANUFACTURER'S RECOMMENDED PSI.	IF/AF	1	0.00	0.00	0.00	0.00
OCL	.	OIL CHANGE LABOR	IF/AF	1	0.00	0.00	25.00	25.00
ODF	.	OIL DISPOSAL FEE	IF/AF	6	0.40	0	0.00	2.40
PMI	.	PREVENTATIVE MAINTENANCE INSPECTION	IF/AF	1	0.00	0.00	0.00	0.00
DISCOUNT	.	DISCOUNT	IF/AF	1	0.00	-21.74	0.00	-21.74
LOF SERVICES SUBTOTAL:								70.15

TIRES ADD-ON'S

ROT	.	TIRE ROTATION	IF/AF	1	0.00	0.00	0.00	0.00
TIRES ADD-ON'S SUBTOTAL:								0.00

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 74.78

Amount Tendered: \$74.78
Total: - \$74.78
Change: \$0.00

Name Acct Auth Amount

Parts: 42.75
Labor: 25.00
Subtotal: 67.75
Fees: 2.40
Sales Tax: 4.63

Total: \$74.78

Customer Authorization:

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

MONTEBELLO**02 - Montebello Tire Pros**

Invoice #: 265831

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640

Terms: Net 10th

323-728-7274

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
FIRE DEPARTMENT
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Unit #: 213307
Vehicle: 2013 CHEVROLET SUBURBAN 2500
LT
License: 1397678
Mileage: In: 44893 / Out: 44894
VIN #: 1GNWKMEG9DR346462
Torque: NA
Air Prs: NA F / NA R
PO #: FLORES

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
REQUIRED								
MOPL	.	[V#EE-P#43644] BODY CONTROL MODULE - INCLUDES PARTS & LABOR	LF/MD /	1	0.00	0.00	1500.00	1500.00
REQUIRED SUBTOTAL:								1500.00
OTHER								
OPMI	.	[V#56421-P#43528] OUTER TIE ROD ENDS	LF/RB /	2	0.00	132.50	0.00	265.00
MML	.	LABOR TO REPLACE OUTER TIE ROD END	LF/RB /	0.8	0.00	0.00	90.00	72.00
OTHER SUBTOTAL:								337.00
ALIGNMENT SERVICE								
AL1	ALIGNMENT	COMPUTERIZED WHEEL ALIGNMENT	LF/CO /	1	0.00	0.00	79.00	79.00
ALIGNMENT SERVICE SUBTOTAL:								79.00
TIRES ADD-ON'S								
04509790000	LT265/70R17	[V#134610-P#43535] GENERAL GRABBER ATX DOT#: 1A304DKN45123 DOT#: 1A304DKN45123 DOT#: 1A304DKN45123 DOT#: 1A304DKN45123	LF/AF /	4	0.00	216.99	0.00	867.96
BAL	.	MOUNT & BALANCE TIRE	LF/AF /	4	0.00	0.00	24.99	99.96
VS	VALVE STEMS	VALVE STEMS	LF/AF /	4	0.00	2.50	0.00	10.00
NTIRE-TD	.	TIRE DISPOSAL	LF/AF /	4	4.99	0	0.00	19.96
TIRES ADD-ON'S SUBTOTAL:								997.88
-UNCATEGORIZED-								
NOTE	NOTE	FLORES 760 427 0012	LF/AF /	1	0.00	0.00	0.00	0.00
-UNCATEGORIZED- SUBTOTAL:								0.00

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 3031.03

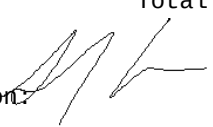
Amount Tendered: \$3031.03
Total: - \$3031.03
Change: \$0.00

Name Acct Auth Amount



Parts: 1142.96
Labor: 1750.96
Subtotal: 2893.92
Fees: 19.96
Sales Tax: 117.15

Total: \$3031.03

Customer Authorization: 

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

MONTEBELLO
TIRE PROS

Invoice #: 265724

Terms: Net 10th

02 - Montebello Tire Pros

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
FIRE DEPARTMENT
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Unit #: 115206
Vehicle: 2015 DODGE DURANGO
License: 1467004
Mileage: In: 110489 / Out: 110542
VIN #: 1C4RDJAG1FC127926
Torque: 130 FT/LB
Air Prs: NA F / NA R
PO #: ERL BERNARD/ CHIEF FERNANDO

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
ORIGINAL								
MML	.	R&R ENGINE	IF/RB	15.4	0.00	0.00	90.00	1386.00
		/						
OPMI	.	[V#CD-P#43523] 3.6 V6 MOPAR	IF/RB	1	0.00	7000.00	0.00	7000.00
		CRATE ENGINE - ENGINE COMES	/					
		WITH NEW ENGINE OIL COOLER						
OPMI	.	[V#56421-P#43559] OE MOPAR	IF/RB	1	0.00	543.00	0.00	543.00
		LOWER INTAKE MANIFOLD	/					
OPMI	.	[V#338650-P#43549] OE IRIDIUM	IF/RB	1	0.00	19.47	0.00	19.47
		PLUG	/					
OPMI	.	[V#338650-P#43533] TIMING	IF/RB	1	0.00	133.86	0.00	133.86
		COVER/WATER PUMP GASKET SET	/					
OPMI	.	[V#CD-P#43523] OE MOPAR	IF/RB	1	0.00	464.00	0.00	464.00
		STARTER MOTOR	/					
OPMI	.	[V#338650-P#43557] ENGINE OIL	IF/RB	1	0.00	5.19	0.00	5.19
		DRAIN PLUG	/					
OPBAT	.	[V#96991-P#43565] AGM 94RH7	IF/RB	1	0.00	315.00	0.00	315.00
		BATTERY	/					
881655	5W20	VALVOLINE FULL SYNTHETIC SAE	IF/RB	5.9	0.00	9.75	0.00	57.53
		5W-20 MOTOR OIL	/					
ZXELRU1	DEX	ZEREX ORANGE DEX-COOL COOLANT	IF/RB	3	0.00	24.99	0.00	74.97
		(GM, FORD, CHRYSLER + MORE)	/					
NOTE	NOTE	CHECK FRONT SUSPENSION - TIE	LF/RB	1	0.00	0.00	0.00	0.00
		RODS - ** TIE RODS AND	/					
		SUSPENSION OK AT THIS TIME						
NOTE	NOTE	USE SPARK PLUGS AND	IF/RB	1	0.00	0.00	0.00	0.00
		THERMOSTAT/WATER PUMP THAT ARE	/					
		ON - THEY ARE NEW						
NOTE	NOTE	ERL - FIRE MECHANIC 562 756	LF/RB	1	0.00	0.00	0.00	0.00
		5975	/					
NOTE	NOTE	THIS ESTIMATE MAY CHANGE IF	IF/RB	1	0.00	0.00	0.00	0.00
		ADDITIONAL	/					
		PARTS/COMPONENTS/PROGRAMMING						
		ARE REQUIRED ONCE ENGINE IS						

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 10881.86

Amount Tendered: \$10881.86
Total: - \$10881.86
Change: \$0.00

Name Acct Auth Amount



Parts: 8613.01
Labor: 1386.00
Subtotal: 9999.01
Fees: 0.00
Sales Tax: 882.84
Total: \$10881.86

Customer Authorization:

Print Name:

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

MONTEBELLO**02 - Montebello Tire Pros**

Invoice #: 265724

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640

Terms: Net 10th

323-728-7274

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
FIRE DEPARTMENT
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Unit #: 115206
Vehicle: 2015 DODGE DURANGO
License: 1467004
Mileage: In: 110489 / Out: 110542
VIN #: 1C4RDJAG1FC127926
Torque: 130 FT/LB
Air Prs: NA F / NA R
PO #: ERL BERNARD/ CHIEF FERNANDO

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
ALCK	.	REMOVED FROM VEHICLE. SOME PARTS THAT NEED TO BE TRANSFERRED OVER FROM CURRENT ENGINE TO REPLACEMENT ENGINE, MAY BE DAMAGED OR NOT IN GOOD CONDITION TO INSTALL ONTO REPLACEMENT ENGINE. CUSTOMER ADVISED CHECK AND ADVISE ALIGNMENT	IF/RB /	1	0.00	0.00	0.00	0.00

ORIGINAL SUBTOTAL: 9999.02

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 10881.86

Amount Tendered: \$10881.86
Total: - \$10881.86
Change: \$0.00

Name Acct Auth Amount



Parts: 8613.01
Labor: 1386.00
Subtotal: 9999.01
Fees: 0.00
Sales Tax: 882.84
Total: \$10881.86

Customer Authorization: 

Print Name: _____

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

MONTEBELLO**02 - Montebello Tire Pros**

Invoice #: 265741

BAR# ARD229634

830 West Whittier Blvd, Montebello, CA 90640
323-728-7274

Terms: Net 10th

Bill To:
CITY OF MONTEBELLO
1600 W BEVERLY BLVD
FINANCE DEPT - ACCTS PAYABLE
MONTEBELLO, CA 90640
BUSINESS: 323-816-5324
CELL: 323-246-0811

Ship To:
FIRE DEPARTMENT
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

Unit #: 108229
Vehicle: 2008 CHEVROLET TAHOE
License: 1292253
Mileage: In: 204984 / Out: 204984
VIN #: 1GNFC13088R145028
Torque: 140 FT/LB
Air Prs: NA F / NA R
PO #: mark kim

Item #	Size	Description	Slm/Tc	Qty	FEE	Parts	Labor	Extended
OPMI	.	[V#338650-P#43459] ENGINE MOUNT	IF/CO /	2	0.00	100.00	0.00	200.00
MML	.	REPLACE ENGINE MOUNTS	IF/CO /	4.9	0.00	0.00	90.00	441.00

Comments:
THANK YOU FOR YOUR BUSINESS

Cash: 0.00 Check: 0.00
Credit Card: 0.00 On Acct: 661.50

Amount Tendered: \$661.50
Total: - \$661.50
Change: \$0.00

Name Acct Auth Amount



Parts: 200.00
Labor: 441.00
Subtotal: 641.00
Fees: 0.00
Sales Tax: 20.50
Total: \$661.50

Customer Authorization: _____

Print Name: _____

To keep tire warranty in force, you must have us inspect your tires and rotate them if necessary every 5,000 miles or 6 months, whichever comes first. Not responsible for self-locking doors. No refunds on special order parts (min 25% deposit). I hereby accept the initial estimate and agree to the terms and conditions herein set forth and hereby authorize the service and repair and/or installation work to be done along with the necessary materials and hereby grant you and/or your employees and/or designees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing or inspection. I hereby authorize storage of the vehicle at the rate of \$35 per day beginning on the 3rd day after the repairs are completed. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of towing, storage and /or repairs. You will not be held responsible for loss or damage to vehicle or accessories or articles left in vehicle in case of fire, theft, vandalism, accident, or any other cause beyond your control. In the event legal action is necessary to enforce this contract, I will pay reasonable attorney's fees and court cost. I acknowledge receipt of tire D.O.T. registration form. I acknowledge notice and oral approval of an increase in the original estimate price, and or receipt of copy thereof.

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3988
WITH FORD OF MONTEBELLO, INC. DBA FORD OF MONTEBELLO**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 26th day of March 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and FORD OF MONTEBELLO, INC. DBA FORD OF MONTEBELLO, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement for vehicle maintenance and repair services, dated June 8, 2022 ("Agreement"), under which the City retained the Consultant to provide services for over two hundred City-owned vehicles on an as-needed basis; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement permits amendments to be made in writing, executed by both Parties; and

WHEREAS, both parties are mutually satisfied with the performance under the Agreement and wish to extend the services for the remainder two (2) additional years, under the same conditions as the original Agreement and as outlined herein; and

WHEREAS, both parties also agree to amend the Agreement to increase the annual compensation to a not-to-exceed amount of two hundred thousand dollars (\$200,000), as outlined in Section 2 ("Services/Compensation"); 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:

AMENDMENTS

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of Agreement from **June 9, 2025, to June 8, 2027.**

SECTION 3: AMENDMENT TO COMPENSATION. Through this Amendment No. 1, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement as follows:

AMENDMENT NO. 1 TO AGREEMENT NO. 3988

Page 2 of 3

CONTRACTOR shall be compensated at a sum not-to-exceed Two Hundred Thousand Dollars (\$200,000) annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in Exhibit "B". CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY. The City Manager may, in his or her discretion, authorize additional compensation up to Twenty-Five Thousand Dollars (\$25,000) annually for any increased service needs during the term of the Agreement.

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3988

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**FORD OF MONTEBELLO, INC. DBA
FORD OF MONTEBELLO**

Raul Alvarez, City Manager

Steven Chen, Service Area Director

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3989
WITH MONTEBELLO AUTO GROUP, INC. DBA CHEVROLET OF MONTEBELLO**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 26th day of March 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and MONTEBELLO AUTO GROUP, INC. DBA CHEVROLET OF MONTEBELLO, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement for vehicle maintenance and repair services, dated June 8, 2022 ("Agreement"), under which the City retained the Consultant to provide services for over two hundred City-owned vehicles on an as-needed basis; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement permits amendments to be made in writing, executed by both Parties; and

WHEREAS, both parties are mutually satisfied with the performance under the Agreement and wish to extend the services for the remainder two (2) additional years, under the same conditions as the original Agreement and as outlined herein; and

WHEREAS, both parties also agree to amend the Agreement to increase the annual compensation to a not-to-exceed amount of two hundred thousand dollars (\$200,000), as outlined in Section 2 ("Services/Compensation"); 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:

AMENDMENTS

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of Agreement from **June 9, 2025, to June 8, 2027.**

SECTION 3: AMENDMENT TO COMPENSATION. Through this Amendment No. 1, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement as follows:

AMENDMENT NO. 1 TO AGREEMENT NO. 3989

Page 2 of 3

CONTRACTOR shall be compensated at a sum not-to-exceed Two Hundred Thousand Dollars (\$200,000) annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in Exhibit "B". CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY.

SECTION 4: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 1 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3989

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**MONTEBELLO AUTO GROUP, LLC.
DBA CHEVROLET OF MONTEBELLO**

Raul Alvarez, City Manager

Jay Blitzer, Service Director

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3990
WITH SHAK ENTERPRISES, INC. DBA MONTEBELLO TIRE PROS**

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 26th day of March 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and SHAK ENTERPRISES, INC. DBA MONTEBELLO TIRE PROS, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the City and the Consultant entered into an Agreement for vehicle maintenance and repair services, dated June 8, 2022 ("Agreement"), under which the City retained the Consultant to provide services for over two hundred City-owned vehicles on an as-needed basis; and

WHEREAS, On July 26, 2023, the first amendment was executed to increase the not-to-exceed amount to one hundred and fifty thousand dollars; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement permits amendments to be made in writing, executed by both Parties; and

WHEREAS, both parties are mutually satisfied with the performance under the Agreement and wish to extend the services for the remainder two (2) additional years, under the same conditions as the original Agreement and as outlined herein; and

WHEREAS, both parties also agree to amend the Agreement to increase the annual compensation to a not-to-exceed amount of two hundred thousand dollars (\$200,000), as outlined in Section 2 ("Services/Compensation"); 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:

AMENDMENTS

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this Amendment No. 2, the Parties hereto agree to extend the term of Agreement from **June 9, 2025, to June 8, 2027.**

AMENDMENT NO. 1 TO AGREEMENT NO. 3990

Page 2 of 3

SECTION 3: *AMENDMENT TO COMPENSATION.* Through this Amendment No. 2, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement as follows:

CONTRACTOR shall be compensated at a sum not-to-exceed Two Hundred Thousand Dollars (\$200,000) annually (the "Maximum Annual Compensation") for the performance of the Scope of Services as set forth in Exhibit "B". CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Annual Compensation without the prior written consent of the CITY. The City Manager may, in his or her discretion, authorize additional compensation up to Twenty-Five Thousand Dollars (\$25,000) annually for any increased service needs during the term of the Agreement.

SECTION 4: *INCORPORATION OF REMAINING TERMS.* Other than as expressly modified in this Amendment No. 2 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

[END OF AMENDMENT NO. 2]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3990

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 2 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**SHAK ENTERPRISES, INC. DBA
MONTEBELLO TIRE PROS**

Raul Alvarez, City Manager

Steve Boyajian, President & CEO

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney



ITEM # 15

APPROVAL OF MINUTES: JANUARY 29, 2025, CITY COUNCIL ADJOURNED MEETING; FEBRUARY 12, 2025, CITY COUNCIL MEETING; FEBRUARY 26, 2025, CITY COUNCIL MEETING; MARCH 12, 2025, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING AGENDA

MINUTES

WEDNESDAY, JANUARY 29, 2025 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Pro Tem Tamayo called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Pro Tem Tamayo and Councilmember Peralta. City Clerk Jimenez and City Treasurer Matanga were also present.

Mayor Melendez was absent.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Acting Assistant City Manager Angelica Palmeros, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, and Department Director, Cesar Roldan and Assistant Police Chief Cabrera were present.

City Manager Alvarez announced the resignation of Councilmember David Torres as of January 28, 2025.

City Attorney Alvarez-Glasman addressed concerns regarding the Council quorum, referencing a similar case from 2023. He explained that at that time, he had consulted with the law firm Strumwasser and Woocher, who provided a legal opinion on the matter. City Attorney Alvarez-Glasman confirmed that he agreed with their interpretation.

He further stated that he recently reached out to the firm again, and they reaffirmed their original opinion. Based on the case precedent and the California Attorney General's guidance, he clarified that parliamentary rules require actions to be determined by the entirety of the Council, not just a majority. As a result, the quorum for the meeting is set at two councilmembers.

Councilmember Peralta expressed her disappointment with Mayor Melendez's absence from the meeting. She emphasized the importance of the full Council being present to make difficult decisions.

CLOSED SESSION - NONE

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**INVOCATION****PLEDGE OF ALLEGIANCE****PUBLIC COMMENTS - NONE**

The Public Comments were received at the Regular Meeting of January 22, 2025; no additional comments will be accepted.

REGULAR BUSINESS**1. APPOINTMENT TO FILL DISTRICT 5 CITY COUNCIL VACANCY****RECOMMENDATION: It is recommended that the City Council:**

1. Consideration of interviewed applicants and make an appointment to fill the existing vacant City Council Seat for the term ending in December 2026; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta thanked all the candidates who participated in the Council Vacancy process. Councilmember Peralta expressed why she was nominating Ricardo Alonzo.

Councilmember Peralta nominated Ricardo Alonzo, seconded by Mayor Pro Tem Tamayo; the motion passed by the following vote:

MOVED: Peralta	SECONDED: Tamayo	APPROVED: 2-0-0-1
AYES: Peralta, Tamayo		
NOES: None		
ABSTAIN: None		
ABSENT: Melendez		

CONSENT CALENDAR - NONE**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on February 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 at City Hall and the City's website and delivered to each member of the City of Montebello City Council no less than 24-hours before the start of the Adjourned Meeting.



Kimberly Guillen, Senior Deputy City Clerk

Mayor Pro Tem Tamayo adjourned the meeting at 6:14 p.m.

THE MINUTES OF JANUARY 29, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF MARCH 2025.

DRAFT



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, FEBRUARY 12, 2025 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem, Councilmember Peralta, and Councilmember Alonzo. City Clerk Jimenez and City Treasurer Mungua were also present.

City Attorney Arno Alvarez, City Manager Raul Alvarez, Acting Assistant City Manager Angelica Palmeros, Senior Deputy City Clerk Kimber Guillen, Management Analyst Samantha Nevarez, and Department Directors Michael Solorza, Jose Palombi, Ramon Guerrero, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Assistant Chief Cabrera were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Melendez recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)

J. Ibarra v. City of Montebello
Case No. ADJ11301865, ADJ15112999

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

I. Navarro v. City of Montebello, et al.

Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ6773842

3. PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE

Government Code Section 54957

One matter

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Threat of litigation in one matter based upon threat submitted by S. Rafferty for unnamed parties

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 7:09 p.m.

All four members were present to discuss all closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, City council gave direction to special counsel, no action was taken, and nothing further to report; Item No. 2, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 3 a briefing was provided to City Council, no action was taken and nothing further to report. Item No. 4 Councilmember Ric Alonzo did not participate in the discussion of this item; a briefing was provided to City Council, action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez announced one correction to the agenda; staff is adding an additional presentation by HereLA on the Montebello Crosswalk Design.

CEREMONIAL ITEMS/PRESENTATIONS

5. CITIZEN OF THE MONTH - MARTE SANCHEZ

Presented by Mayor Melendez.

6. PROCLAMATION FOR BLACK HISTORY MONTH

Presented by Mayor Melendez.

Director of Recreation and Community Services, David Sosnowski, announced the upcoming City-wide events in honor of

Black History Month.

7. PROCLAMATION FOR AMERICAN HEART MONTH

Presented by Mayor Melendez.

8. CITY TREASURER'S REPORT

City Treasurer David Matanga presented the Treasurer's Report.

Presentation by HereLA on the Montebello Crosswalk Design.

Mayor Melendez requested that the crosswalk design concept options be added to the City website and social media platforms to allow residents to participate in the design selection process.

Councilmember Peralta inquired about the project timeline.

Director of Public Works, Cesar Roldan, stated that the signal light is nearing completion. He further stated that the City would open a public poll allowing residents to vote on a design before finalizing the project. Once the design is selected, the City will seek Council approval to issue a Notice For Bids, inviting vendors specializing in this type of work to submit proposals.

Mayor Pro Tem Tamayo stated that the design should be selected by the resident.

Councilmember Alonzo thanked the presenters and highlighted his preferred signs.

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 business is heard, in the order received.**

Please be aware that the maximum time allowed 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 have courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office welcomed eleven (15) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez announced that the State of California has designated the Armenian Monument as a historical site. He expressed his gratitude to Senator Bob Archuleta and the Armenian community. Additionally, he invited the community to a press conference for the Armenian Monument on February 21st.

REGULAR BUSINESS

9. ADOPT RESOLUTION NO. 25-08 ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE MONTEBELLO FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN OCCUPANCIES REQUIRED TO PERFORM ANNUAL INSPECTIONS IN SUCH OCCUPANCIES PURSUANT TO SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-08 to receive and file annual mandated Fire Department inspection compliance information pursuant to Sections 13146.2 and 13146.3 of the State of California Health and Safety Code; and,
2. Take such additional, related action that may be desirable.

Fire Chief Pelaez introduced Fire Marshall, Dan Sifuentes, for a presentation on the Community Risk Reduction.

Mayor Melendez thanked staff for the informative presentation.

10. REVIEW OF CURRENT CITY COUNCIL ASSIGNMENTS TO VARIOUS BOARDS, AGENCIES, AD HOC AND TASK FORCE COMMITTEES

RECOMMENDATION: It is recommended that the City Council:

1. Review and take action to fill City Council assignments to various Boards, Agencies, Ad Hoc Committees and Task Force Committees; and
2. Designate the Mayor as the representative to the Los Angeles County-City Selection Committee and the Mayor Pro Tempore as the alternate representative; and
3. Designate the Mayor as the representative to the Board of Directors of Sanitation District No's. 2 and 15 of Los Angeles County, and designate a member of the City Council as the alternate; and
4. Establish an Economic Development and Workforce Development Ad Hoc Committee; and
5. Take such additional, related, action that may be desirable.

The Council reviewed and discussed the appointments to the various boards. The following appointments were made:

Organization	Delegate	Alternate
County of Los Angeles Sanitation Districts	Melendez	Tamayo
Los Angeles County City Selection Committee	Melendez	Tamayo
San Gabriel Valley Council of Governments (SGVCOG)	Alonzo	Melendez
Capital Projects Committee - Alameda Corridor East Authority (ACE)	Melendez	No alternate at this time.
Gateway Cities Council of Governments	Tamayo	Alonzo
Independent Cities Association	Peralta	Tamayo
Montebello Chamber of Commerce	Tamayo	Melendez
League of California Cities	Alonzo	Peralta
Los Angeles County Vector Control District (LACVCD)	Avik Cordeiro	
Southeast Area Animal Control Authority (SEAACA)	Alonzo	Tamayo
Southern California Association of Governments	Peralta	Melendez

Name of Committee/ Task Force	Member	Member
Ashiya Sister City Association	Tamayo	-
Stepanakert Sister City Association	Melendez	-

Innovating Commerce Serving Communities Ad-Hoc	Peralta	Tamayo
Joint School District Ad Hoc	Alonzo	Tamayo
Washington Goldline Coalition	Melendez	-
Adventist White Memorial Ad Hoc	Melendez	Peralta
Economic Development & Workforce Development Ad Hoc Committee	Peralta	Tamayo

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta, to approve the appointments to the various boards; the motion passed unanimously.

11. **CONSIDERATION OF FILLING VACANT COUNCILMEMBER POSITION**

RECOMMENDATION: It is recommended that the City Council

1. Adopt a Resolution No. 25-13 to fill the City Council Vacancy by one of the following options:
2. Fill the Vacancy by Special Election to be held not less than 114 days from the call of the Special Election; or
3. Fill the Vacancy by Appointment until the next regularly scheduled General Municipal Election to be held November 3, 2026, and
4. Take such additional, related action that may be desirable

City Manager Alvarez provided a brief summary of the item

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Peralta to fill the vacancy by an appointment process with the recommended application process; the motion passed unanimously

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 speak cards for, could be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Councilmember Peralta pulled Item Nos. 1 and 18.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve Item Nos. 12, 14-17 and 19-23; the motion passed unanimously.

12. **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4005 WITH AVENU INSIGHTS & ANALYTICS, LLC**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4005 with Avenu Insights & Analytics, LLC for document scanning service for an additional One-Year (1) Year term (through June 30, 2026) for a total not-to-exceed amount of \$250,000; and
2. Authorize City Manager to execute and finalize Amendment No. 2 to Agreement No. 4005 on behalf of the City of Montebello; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$125,000 in Account No. 100-10-110-6040.10 (City Clerk-Contract Services Outside Contracts); and
4. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

13. **APPROVE AMENDMENT NO. 3 TO AGREEMENT NO. 3857 WITH BLAIS & ASSOCIATES FOR GRANT WRITING SERVICES TO INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 3 to Agreement No. 3857 with Blais & Associates to increase the annual not-to-exceed amount to \$130,000; and
2. Authorize the City Manager to execute Amendment No. 3 to Agreement No. 3857 with Blais & Associates; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$30,000 in Account No. 100-85-850-6040.10 (General Fund, Fire, Fire Administration, Contract Services-Outside Contracts); and
4. Take such additional, related action that may be desirable.

Councilmember Peralta asked staff to provide a list of grants that have been awarded.

Acting Assistant City Manager Palmeros stated that although she did not have the total funding received, several grants have been awarded to the City thus far.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

- 14. APPROVE FINAL TRACT MAP NO. 82726, CONSISTENT WITH THE PREVIOUSLY APPROVED VESTING TENTATIVE TRACT MAP NO. 82725, AND FIND AND DETERMINE THAT FINAL TRACT MAP NO. 82726 IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO SECTION 15182(C) OF THE CEQA GUIDELINES AND GOVERNMENT CODE SECTION 65457**

RECOMMENDATION: It is recommended that the City Council

1. Adopt Resolution No. 25-10 approving Final Tract Map No. 726, consistent with previously approved Vesting Tentative Tract Map ("VTTM" No. 725 in connection with the Montebello Hills Specific Plan Project, and authorize its filing with the Los Angeles County Recorder; and
2. Determine and find that this action is consistent with the previously certified Environmental Impact Report ("EIR") for the Montebello Hills Specific Plan Project and, therefore, exempt from the California Environmental Quality Act ("CEQA") pursuant to California Government Code section 65457(a) and CEQA Guidelines Section 15182, which expressly exempt residential projects undertaken to implement, and that is consistent with, an approved specific plan for which an EIR was certified, and California Public Resources Code Section 21083(a) and (b); and
3. Authorize the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City's approval of Final Tract Map 82726 in connection with the Montebello Hills Specific Plan Project; and
4. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

- 15. TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2024**

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2024 (Second Quarter of Fiscal Year 2024-25); and,
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

- 16. AUTHORIZE THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT NO. 4273 WITH OPENGOV, INC. FOR PERMITTING AND LICENSING SOFTWARE SOLUTION**

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Professional Services Agreement No. 4273 with OpenGov, Inc. for cloud-based permitting and licensing software solutions provided by Vertosoft in the amount of \$101,930 annually for three (3) years with two (2) one-year renewal options, plus one-time implementation costs of \$86,800, for a total contract amount not to exceed \$393,590; and,

2. Amend the Fiscal Year 2024-25 budget to increase appropriations by \$188,730 in Account No. 100-50-500-6010.40 (General Fund, Community Development, Administration, Machinery & Equipment – Computer Software); and,
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

17. ADOPT RESOLUTION NO. 25-12 AUTHORIZING THE CITY MANAGER AND/OR THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGREEMENTS AND AMENDMENTS WITH CALTRANS AND AUTHORIZE THE EXECUTION OF ALL PROJECT AND/OR RIGHT OF WAY CERTIFICATIONS TO RECEIVE FEDERAL AND/OR STATE FUNDING FOR TRANSPORTATION PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-12 authorizing the City Manager and/ or the Director of Public Works to execute all master agreements, program supplemental agreements, cooperative agreements, fund exchange agreements, and fund transfer agreements and/or amendments thereof with the California Department of Transportation (Caltrans) and authorize the execution of all project and/or right of way certifications as necessary for the City of Montebell to receive federal and/or state funding for certain transportation projects; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

18. ADOPT RESOLUTION NO. 25-14 ACCEPTING THE 2024 SUSTAINABLE COMMUNITIES PROGRAM ACTIVE TRANSPORTATION & SAFETY PROGRAM GRANT (CP 930) AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-14 accepting the Southern California Association of Governments (SCAG) 2024 Sustainable Communities Program Active Transportation & Safety Program grant in the amount of \$362,500; and
2. Amend the Fiscal Year 2024-25 budget increasing appropriations by \$362,500 in Account No. 265-30-334-6040.10 (Grants, Public Works, SCAG – SCP Active Transportation, Contract Services Outside Contracts [Expenditures]) and \$362,500 in Account No. 265-99-4198.26 (Grants, SCAG - SCP Active Transportation [Revenue]); and
3. Authorize the City Manager to execute the agreement and all other applicable documents as a condition of approval to receive grant funds; and
Authorize staff to coordinate with SCAG staff to initiate the environmental clearance processes under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act
5. Take such additional related action that may be desirable.

Councilmember Peralta spoke in favor of the item and asked how the City plans to cover the remaining balance.

Director Roldan stated that the city is focused on the awarded amount and plans to review additional funding opportunities.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

19. APPROVE ISSUING REQUEST FOR PROPOSAL (RFP) NO. 25-09 FOR FIRE DEPARTMENT COMPREHENSIVE STRATEGIC PLAN CONSULTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposal (RFP) No. 25-09 for comprehensive strategic plan consulting services for the Fire Department; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

20. ADOPT RESOLUTION NO. 25-09 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO ACCEPT MONTEBELLO BUS LINES' PARTICIPATION IN THE ZERO EMISSION TRANSIT CAPITAL PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-09 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (Metro) to accept Montebello Bus Lines' (MBL) participation in the Zero Emission Transit Capital Program (ZETCP) effective October 1, 2024 through June 30, 2028; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be reasonable and necessary

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

21. APPROVE ISSUING A REQUEST FOR QUOTES (RFQ) NO. Q-25-01 FOR TRANSIT NON-REVENUE RELIEF VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Issuing a Request for Quotes (RFQ), No. Q-25-01 for Transit Non-Revenue Relief Vehicles; and
2. Take such additional, related, action that may be reasonable and necessary

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

22. APPROVAL OF EMERGENCY PROCUREMENT OF PUBLIC SAFETY RADIO COMMUNICATION'S BACK-UP GENERATOR

RECOMMENDATION: It is recommended that the City Council:

1. Approve the emergency procurement of a public safety radio communication's back-up generator; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

23. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-15 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 12, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-15 approving the Warrant Register dated February 12, 2025.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Georgina Tamayo, Mayor Pro Tem**

- **Scarlet Peralta, Councilmember**

- **Ric Alonzo, Councilmember**
 1. Request a presentation outlining proposed locations, budget allocation, staffing, and operational plans for a police substation in South Montebello, along with related public safety initiatives for the district.
 2. Request an update on the replacement of the Bluff Road iron fence, including next steps, a projected timeline, and maintenance efforts.

1. Consensus was received.

2. Consensus was received.

- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUE**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on February 26, 2025, at 6:00 p.m.**, which can be live-streamed at <http://www.montebello.ca.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 9, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez informed the community of the upcoming budget meetings. The meeting was adjourned at 9:13 p.m.

THE MINUTES OF FEBRUARY 12, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF MARCH.

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

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

2-12-25

TIME RECEIVED:

1803

SPEAKER'S FULL NAME:

Louie Lozano

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

N/A

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 02-12-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tamayo

PHONE: [REDACTED]
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General

MEETING DATE: 2/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** _____

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Amina Jurado **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. (5)



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: PAUL HURTADO **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

2/12/25

TIME RECEIVED:

18:27

- margie

SPEAKER'S FULL NAME:

MARGIE DUARTE

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Inda Dickles **PHONE:** _____ (Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH (Optional) 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No.

8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/12/25 **TIME RECEIVED:** 18:25

SPEAKER'S FULL NAME: Edward Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 89



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** LAST COUNCIL MEETING

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: BILL ADOLSSO

PHONE: _____

(Optional)

ADDRESS: SOUTH MONTEBELLO

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Community Concerns

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Kimberly Cobas - Cawthorne **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/10/25 **TIME RECEIVED:** 10:36 p.m.

SPEAKER'S FULL NAME: Rosemarie Vasquez **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: Chief Firing

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



(12)

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2-12-25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Virian Frederickson **PHONE:** [REDACTED] (Optional)

ADDRESS: [REDACTED] (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public Comment

MEETING DATE: 2/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Edmund Robert Veloz **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 14



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 12 Feb 2025 **TIME RECEIVED:** 1900

SPEAKER'S FULL NAME: Gray Gonzalez **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No.

15



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

District 5 appointment

MEETING DATE:

2/12/25

TIME RECEIVED:

SPEAKER'S FULL NAME:

James Santana

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED:

No ☐

Yes ☐

Language:

RECEIVED BY STAFF:

SCOTT J. RAFFERTY
ATTORNEY AT LAW
1913 WHITECLIFF COURT (202)-380-5525
WALNUT CREEK CA 94596 RAFFERTY@GMAIL.COM

February 3, 2025

Mayor Salvador Melendez Smelendez@montebelloca.gov
Member Georgina Tomayo gtamayo@montebelloca.gov
Member Scarlett Peralta speralta@montebelloca.gov
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

cc: City Clerk Christopher Jimenez cjimenez@montebelloca.gov
Arnold Glasman, Esq. AGlasman@agclawfirm.com

Dear Council Members:

I have been retained to take actions necessary to prevent the Council from appointing to the District 5 vacancy except at a noticed meeting on or before February 5, 2025, at which a quorum is present. After that deadline, an election must be held to fill this vacancy, which began on November 8, 2024. I represent voters registered in your city, including electors in District 5, who intend to enforce their right to elect a successor in a special election. I do not, as the city attorney has suggested in the attached email to me, represent any incumbent council members. The city attorney has indicated that he intends to seek guidance from the council. This requires a special meeting, which may be a closed session, but must be noticed 24 hours in advance. A special meeting, in open session and with a quorum, would also be necessary to make an appointment.

At the inquorate meeting attempted on January 29, 2025, the city attorney stated that he had reached out to the Strumwasser Woocher law firm, which advised that two members satisfied a quorum. Therefore, I addressed my initial communication to that firm, which responded that the city had not retained them for this purpose and forwarded my concerns to Mr. Glasman. That email exchange is attached.

Under the current quorum statute, a majority of the membership present is necessary to conduct any business, including any appointment to a council vacancy. Gov. Code, § 36810; AGO 22-101 (California Attorney General Opinions, 2022). Therefore, (1) three of the five members must be present and (2) two of them must vote

Rafferty to Mayor and Council re District 5 vacancy, page 2

in favor of the same candidate to make an appointment. Given the resignation of Member Torres (with immediate effect) and the unavailability of Mayor Melendez, a quorum was not achieved last Wednesday.

Deadlocks are not unusual when appointing to vacancies. When they occur, the incumbents have two options. As the city attorney observed (video, 1/29/2025, 4:11:40), they can attempt to “reach a consensus.” Typically, this results from excluding candidates that are the most objectionable to each side. The Council can also call a special election. The city attorney also noted (id. 4:11:56) that Mayor Melendez has authority to call such a special meeting to choose one of these options. Unless an effective appointment is made by February 5, 2025, the city must call such a special election. Gov. Code, §36512(b).

It is unambiguous that a quorum is three and is not reduced by any vacancy. Attorney General Harris ruled that a council “may not define a quorum as less than ... a majority of its designated members.” AGO 10-901 (December 28, 2011). Gov. Code, §36501(a) and Ordinance 2462 designate a membership of five. The majority of three is not reduced by vacancies or absences. An incumbent who attends the meeting, but abstains, counts toward this quorum. However, on January 29, 2025, only two members attended the meeting. Therefore, the council was inquorate and incapable of acting.

The statutory prohibition of conducting business with less than three members present is reinforced by Rosenberg’s Rules, the council’s parliamentary authority, which states (at 2):

[I]n a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

See also [LCC Annual Conference, May 2006, “Voting Requirements”](#) at 1, 4. “A quorum of at least three members, which is a majority of the five members, must be present before the council has legal authority to act...Vacancies... All of the quorum and voting

Rafferty to Mayor and Council re District 5 vacancy, page 3

requirements set forth in Parts 1 and 2 above continue to apply. The council may hold a legal meeting as long as three members are present.” [emphasis supplied]

At the inquorate meeting on January 29, 2025, the city attorney argued a case involving Arcadia held that vacancies reduced the number constituting a quorum. Nesbitt v. Bolz (1939) 13 Cal.2d 677 was decided before the current quorum provision (Gov. Code, § 36810) and long before the recent change to the local recall statute (Elections Code, §11382), which eliminated the concurrent election of successors in local recall elections. Nesbitt reasoned that the 1931 recall statute required the voters to choose between a special election and delegating any appointment to the remaining council members. This specific scheme superseded the 1881 quorum statute that required three members for certain purposes, specifically the adoption of an ordinance. Nesbitt was distinguished on these bases in Price v. Tennant Community Services Dist. (1987) 194 Cal. App. 3d 493, 498 (“Nesbitt interpreted a statutory scheme which authorized less than a majority of the whole board to fill vacancies under some circumstances. No similar statutory authorization is present here.”) . Nesbitt, which has not been cited by any other case, is both obsolete and irrelevant.

Under Rosenberg’s Rules, even if a member needed to establish the quorum attends but leaves the dais prior to the vote, the meeting loses its capacity to act. Section 36810 provides that “less than a majority may adjourn from time to time and compel attendance of absent members in the manner and under the penalties prescribed by ordinance.” However, Montebello has no such ordinance, so an inquorate meeting cannot compel absentees to attend or take any action other than to adjourn.

Working with the city attorney, each of the two incumbents can independently announce assurances that may be sufficient to encourage the mayor to call and attend a special meeting to consider a consensus appointment. Any action must be conducted in open session, in which each member’s continued attendance will be essential. We also ask that you reopen public comment on the finalist candidates and the option of a special election. If no accommodation is possible, we urge the mayor to call a special meeting limited to the calling of a special election. A decision to call such an election could avoid the need to seek judicial intervention, which will be costly to the city.

If no consensus is reached, Montebello’s status as an “small city” under Elections Code, §4004(a) entitles it to conduct its own all-mail election to fill council vacancies.

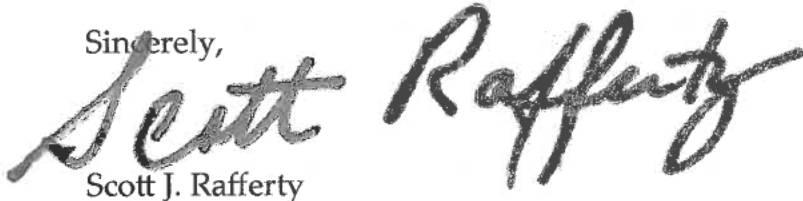
Rafferty to Mayor and Council re District 5 vacancy, page 4

Even if this cost \$5 per ballot, the cost of such an election would be less than \$26,000. Candidates have already been nominated, so the statutory deadline of 114 days would result in leaving District 5 unrepresented for six months. Given the public interest in having the council return to full strength, my clients are willing to join the city in support of a writ petition seeking to shorten that deadline. A similar provision was recently accepted by the Superior Court in Cruz v. City of Santa Clarita.

If no accommodation can be reached before Thursday, my clients will promptly seek to vindicate their independent right to require a special election by seeking an election writ. They will also petition the attorney general to bring an action to prevent the candidate named in the inquorate meeting from unlawfully exercising the powers of council member. Each of these actions will impose costs on the city that the Council can and should avoid by calling a special election.

The Council should also consider the political implications of attempting to defend an appointment made by only two members. It is profoundly undemocratic for two members, representing just 40% of the city's population, to choose the representative of the city's neediest district. This is precisely the outcome that districting was designed to avoid.

Sincerely,



Scott J. Rafferty

Attachments: Prior email exchange with city attorney
Cal. Att. Gen. Opp. 10-901 (2011)

Any
Questions / Negotiations
you call
call our
Attorney!
Thank you.

February 12, 2025

Good evening,

I would like to ask the City Manager or anyone else up on the dais have any of you attended a police academy, please raise your hand.

I have, until you put a uniform and badge on to defend your community putting your life on the line you do not have the right to malign the good name and reputation of Chief Espinosa.

You have demoralized our Police Department by firing a very qualified Chief with over 30 years of experience in law enforcement.

We support all our City's Public safety employees, both in the Police and Fire Department.

We are hearing rumors you Raul have plans to bring Captains from the Huntington Park Police Department to take positions away from Officers currently serving our city.

As a retired Deputy Sherriff, I served 29 years wearing the badge and serving to protect law and order, to keep people safe.

Those in law enforcement know the police officers from Huntington Park are the rejects fired from other Police departments, the worst and that is what you want to bring here?

Many years ago, the Cities of Maywood/Bell shared a Police department with corrupt cops. The Feds came in and disbanded the Police Department and the Los Angeles County Sheriffs took over protecting those cities. I was a Deputy Sheriff when that occurred. Is that what you want to happen here?

You Raul Alvarez AKA Resendez state Chief Espinosa of maleficence and are arbitrarily accusing an outstanding Officer of the law!

How dare you, charge the Chief who has thirty years of law enforcement experience. Mr. Alavarez who appointed you judge and jury? Where is your evidence? The residents have the right to know.

The Chief has the right to due process of the law, you are not the king of this city.

February 12, 2025

Good evening,

My name is Linda Nicklas Co-Founder of MATCH90640,

Did I just hear correctly? The City Attorney Glasman lied during the last Special meeting and gave illegal directions to Tamayo and Peralta they could appoint Alonzo knowing full well two council members did not constitute a quorum?

So, can someone explain to us the residents why Alonzo is sitting up on the dais now?

We demand he step down immediately and resign as his appointment was illegal.

I am a former client of Strumwasser and Woocher, they are a very prestigious law firm. They would never agree to go along with Glasman to break the law.

Mr. Glasman shame on you for not doing your duty to serve and give legal counsel to the city you are contracted to protect and paid over a million dollars a year.

Can someone explain to me why Chief Espinosa was on the agenda for closed session? That should not have been posted for close session on the Agenda.

I direct this to you Raul, how dare you use lies to fire our Chief Espinosa. He is a man of integrity and experience of over 30 years.

You do not have the qualifications to be City Manager and now your lil ego thinks you can direct our Police Department, that is ridiculous.

You along with your incompetent Directors need to be gone and God willing you will be soon.

Once you are out you will never get any type of city management position again, I guarantee you that.

Thank you

November 13, 2024: City Council Meeting

OF 2021 FOR THE MONTEBELLO TRANSFORMATIVE CORRIDORS ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) FEASIBILITY STUDY

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-77 authorizing participation in the Southern California Association of Governments (SCAG) Regional Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study; and
2. Authorize the City Manager to execute an agreement and all necessary documents related to the Southern California Association of Governments (SCAG) Early Action Planning Grant Program of 2021 for the Montebello Transformative Corridors Enhanced Infrastructure Financing District (EIFD) Feasibility Study; and
3. Take such additional, related action that may be desirable.

22.

APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 23-19

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Second Amendment to Cannabis Business Development Agreement No. 23-19 ("Second Amendment") to allow a change of business name and ownership for cannabis business located at 7733 Telegraph Road, in a form approved by the City Attorney's Office; and
2. Adopt findings contained herein exempting the Second Amendment from further California Environmental Quality Act (CEQA) review under CEQA Sections 15301 and 15061 and direct staff to prepare and file the applicable Notice of Exemption for the project recommended for approval; and
3. Take such additional, related action that may be desirable, and/or provided the City Attorney's office and/or staff with additional or alternative directive(s).

23.

AUTHORIZE RECEIPT OF GRANT AWARD FROM DEPARTMENT OF JUSTICE PROPOSITION 56 TOBACCO GRANT AWARD FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the acceptance of \$317,181 in grant funds awarded to the City by the Department of Justice (DOJ) Proposition 56 Tobacco Grant program; and
2. Authorize the City Manager to negotiate and execute any documents or agreements, and any amendments thereto, necessary for the City's participation in the Proposition 56 Tobacco Grant program; and
3. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$317,181 in Account No. 251-50-531-5000.10 (Tobacco Grant Program, Community Development, Tobacco Grant Program, Regular Salaries [expenditures]) and \$317,181 in Account No. 251-99-4198.50 (Tobacco Grant Program, Miscellaneous Grants, Tobacco Grant Program [revenue]); and
4. Take such additional, related, action that may be desirable.

24.

APPROVE THE SECOND AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 16-19

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Second Amendment to Cannabis Business Development Agreement No. 16-19 ("Second Amendment") to increase the square footage of the current cannabis cultivation operations in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Approve Strategic Solutions, LLC's request to remove manufacturing from its current business license; and
3. Adopt findings contained herein exempting the Second Amendment from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for the project recommended for approval; and

MONTEBELLO APPOINTS PAUL ESPINOSA AS ITS NEW POLICE CHIEF

Chief Espinosa replaces retiring Chief Brad Keller

Montebello City Manager René Bobadilla today announced the appointment of Paul Espinosa to the full time position of Chief of Police for the Montebello Police Department. Chief Espinosa was selected following an extensive search and recruitment effort during which outgoing Chief Brad Keller agreed to remain in place as police chief in order to facilitate continuity and a smooth transition to new leadership. Chief Espinosa officially assumes his new position on April 11, 2022.

"We are very excited and pleased that Paul has agreed to join and help lead our police force into the future," said Mr. Bobadilla. "His extensive and distinguished career with the Los Angeles Police Department and deep experience in many aspects of modern policing will provide immediate value to our City and our residents." Chief Espinosa has served 28 years with the LAPD and brings a wealth of knowledge and insight having operated among 11 different LAPD stations and within many of their specialized divisions including training, community policing, gang impact and narcotic enforcement.

Chief Espinosa is looking forward to working with Montebello's resident community and officers to help improve the safety and quality of life in the City for all residents. "I am honored to accept this important and vital position serving Montebello," said Chief Espinosa. "I look forward to working with each and every member of the Police Department, the City Council and City leaders to ensure we find meaningful ways to enhance policing and public safety. I want to work collaboratively with all stakeholders to create a culture of protection and service that focuses on improving the quality of life here in Montebello."

In addition to dedicating time to LAPD and his family, Chief Espinosa enjoys running, cycling, swimming, and almost all outdoor athletic activities. Family, faith, public service, and fitness are his priorities in life. He is an active member of several external law enforcement groups including the Latin American and Asian and Pacific Islanders Law Associations. He received his bachelor degree in political science from Cal State Northridge and is pursuing a master of law enforcement at the University of San Diego.



Please, Submit on the
Record, February 12, 2025
Council Meeting
Mark Mon.



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, FEBRUARY 26, 2025 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem, Councilmember Peralta and Councilmember Alonzo. City Clerk Jimenez and City Treasurer Mungua were also present.

City Attorney Arno Alvarez, City Manager Raul Alvarez, Acting Assistant City Manager Angelica Palmeros, Senior Deputy City Clerk Kimbe Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palomares, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Fernando Pelaez, and Police Chief Luis Lopez were present.

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

Led by Senior Deputy City Clerk Kimberly Guillen.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez announced that Item No. 5 was revised to include an application that was submitted after the posting of the agenda. The staff report and attachments were reposted.

CEREMONIAL ITEMS/PRESENTATIONS**1. RECOGNITION OF NEW POLICE CHIEF LUIS LOPEZ**

Mayor Melendez presented the new Police Chief Luis Lopez. City Council congratulated Police Chief Luis Lopez and wished him well in his new role.

Senior Deputy City Clerk Guillen administered the Oath of Office

Chief Lopez thanked his family, staff, the City Council and the residents

Mayor Melendez requested a five-minute recess at 6:39 p.m.

Mayor Melendez reconvened the meeting at 6:47 p.m.

2. CERTIFICATE OF RECOGNITION FOR THE MONTEBELLO DIABLOS CHEER TEAM

Mayor Melendez presented the item.

3. PRESENTATION ON ENVIRONMENT AND SUSTAINABILITY

Presentation on Secondhand Smoke by Institute of Public Strategies - Community Alliance for Healthy Outdoor Spaces (IPS/CAHOS)

Karol Zhang and Antonio Salas presented the item. The City Council expressed their gratitude for the informative presentation.

Presentation on Environment and Sustainability

Dr. Ryan Ellingson provided a presentation on Environmental Awareness and Community Engagement.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit a speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

*The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.***

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged eighteen (18) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez announced the upcoming Budget Meetings to take place around the City. He invited the residents to attend and provide feedback. He also announced Angelica Palmeros' appointment as the Acting Assistant City Manager as of January 28th.

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.

Director of Planning and Community Development Joseph Palombi provided presentation of the item.

City Manager Alvarez discussed the improvements in Fire Station 56, noting that CDBG funding for the Senior Project had been reallocated to the fire station. However, he added that staff secured additional funds to complete the remaining improvements at the Senior Center.

Mayor Melendez opened the Public Hearing at 8:21 p.m.

The City Clerk's Office acknowledged three (3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council.

Mayor Melendez closed the Public Hearing at 8:55 p.m.

Councilmember Peralta motioned seconded by Mayor Pro Tem Tamayo, to approve the item; the motion was approved unanimously.

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.

City Attorney Alvarez-Glasman explained the proposed process to the City Council and Candidates.

The process will proceed as follows: Each candidate will have the opportunity to deliver a two-minute oral statement, followed by a question from each Councilmember. Candidates will have one minute to respond to each question.

The City Council selected the following interview questions:

1. Mayor Melendez - Can you describe your overall experience, to include work, volunteer and/or community involvement, and how that has prepared you for this opportunity.
2. Mayor Pro Tem Tamayo - How do you balance the needs of the community or organization with your own values and priorities?

3. Councilmember Peralta - What program or services that the City provides would you like to see more of and how would you suggest improving them?

4. Councilmember Alonzo - How do you approach making difficult or unpopular decisions?

The City Clerk's Office acknowledged fifteen (15) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

Mayor Melendez asked for nominations for candidates.

Mayor Melendez nominated Joella Valdez.

Mayor Pro Tem Tamayo nominated Danielle Romero

Mayor Melendez asked each of the Council members to cast their vote for one of the two nominees.

1. Councilmember Peralta voted for Danielle Romero.
2. Councilmember Alonzo voted for Danielle Romero.
3. Mayor Pro Tem Tamayo voted for Danielle Romero.
4. Mayor Melendez voted for Joella Valdez.

Mayor Melendez congratulated Danielle Romero and announced that the oath of office would be administered at the conclusion of the meeting.

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 of 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 update salary Resolution No. 5-19 (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.

Director of Finance Michael Solorza provided a presentation on the item.

Councilmember Peralta inquired about the revenue generated by Topgolf, Metro Heights, and Tesla. Additionally, she asked how the MOUS for employee groups will be factored into the budget development for Fiscal Year 2025-26. She requested that staff provide answers at a future budget presentation.

Councilmember Alonzo highlighted the needs of South Montebello, including a police substation, event programming, and street repaving.

Mayor Pro Tem Tamayo encouraged the community to attend the Budget Meetings and provide feedback.

The City Clerk's Office acknowledged one (1) member of the public wishing to address the City Council. The Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Councilmember Alonzo pulled Item No. 10. Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, that Item No's. 7-9 and 11-13, be approved; the motion passed unanimously.

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.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo to approve the item; the motion passed unanimously.

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 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 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.

Councilmember Peralta motioned and seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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.

Councilmember Alonzo spoke in support of the item.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

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 & Services Inc (Dartco), to purchase maintenance-related bus parts, for FY 2024-2025; and
4. Take such additional, related, action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

13. PASSAGE OF BILLS: ADJUTANT 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.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

Councilmember Peralta attended the Independent Cities Association Conference, she had the opportunity to meet with the neighboring cities to discuss issues such as homelessness, public safety, and LA 28.

Mayor Pro Tem Tamayo also attended the Independent Cities Association Conference, and attended various workshops such as the Fire and Emergency Prevention and Response.

Mayor Melendez also attended the Independent Cities Association Conference, and attended various workshops.

Mayor Melendez asked the Senior Deputy City Clerk Guillen to administer the Oath of Office to Danielle Romero.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Scarlet Peralta, Councilmember**

- **Ric Alonzo, Councilmember**

1. **South Montebello Scholarship: Future Leaders Address Announcement**
2. **Requesting a presentation on Exploring the City's Role in Preserving the Historic De Paul Center**

1. *Councilmember Alonzo announced his South Montebello Scholarship Program. He announced the winners of the scholarship.*

2. *Consensus was received.*

- **Georgina Tamayo, Mayor Pro Tem**

- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINUE

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.montebellocalocality.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

Mayor Melendez adjourned the meeting in the memory of Lanny Ostroff and Coach Jay Navarro at 10:31 p.m.

THE MINUTES OF FEBRUARY 26, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF MARCH 2025.

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**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.**

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

DISTRICT 5 & SUTTER CITY

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

Bill Paolisso

PHONE:

(Optional)

ADDRESS:

South Montebello

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Public Comment

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: _____

Yvette Fimbres

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: General Comments

MEETING DATE: 2/26/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Delia Delgado

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 02-26-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: John M. Miller **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: MATCH 90640
(Optional)

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MARGIE DUARTE **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosemary Torres **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: THOMAS C. MILLHOLLER **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: MYSELF

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/75 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tilda Gregorian **PHONE:** on file

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26 **TIME RECEIVED:** 18:00

SPEAKER'S FULL NAME: Edward Franco **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: _____

MEETING DATE: 2/26/2025 TIME RECEIVED: _____

SPEAKER'S FULL NAME: CECILIA LOPEZ PHONE: _____ (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: SMART-TD LOCAL 1701

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Antonio Herrera **PHONE:** _____

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: SMART-TD Local 1701

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

~~Non-Agenda Item~~ ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 2/26/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Barbara Ruiz

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: Smart + D

(Optional)

Local 1701

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐

Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 14



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Martha Cortez **PHONE:** _____
(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: SMART-^(Optional)TD Local 1761

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 15



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Public comment Non agenda

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Mark Ledezma **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 16



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/25 **TIME RECEIVED:** 6:21

SPEAKER'S FULL NAME: Denise HAGOPIAN **PHONE:** _____

ADDRESS: ON FILE (Optional)

ORGANIZATION REPRESENTED: Rotary Sign

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 17



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/25 **TIME RECEIVED:** 06:00 PM

SPEAKER'S FULL NAME: ALIEN LANOZA **PHONE:** _____

ADDRESS: MONTEBELLO _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 18



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: GRACE GONZALEZ **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 75

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

Apportionment D4

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 5

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Kapliss

PHONE: _____
(Optional)

ADDRESS: South Montebello
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

5

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

2/26

TIME RECEIVED:

SPEAKER'S FULL NAME:

LUIS PAROCUA

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 5

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 2/20/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Yvette Fimbres

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Lydia Ochoa **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 5

Opposed ☐

In Support ☒

Neutral ☐

TOPIC:

candidate endorsement

MEETING DATE:

2-26

TIME RECEIVED:

5:41

SPEAKER'S FULL NAME:

Kathy Flores

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 5

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 2/26/2025

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Delia Delgado

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

* left early

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Monika Rueda **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: American Legion Post 272 - CHAPMAN

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

5

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

Linda Hillas

PHONE:

(Optional)

ADDRESS:

ORGANIZATION REPRESENTED:

MATCH 90640

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐

Yes ☐

Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 5

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: _____

MEETING DATE: 2/26/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

DAVID LEDESMA

PHONE:

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

11

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

45

Opposed ☐

In Support ☐

Neutral ☒

TOPIC:

D4 appointment

MEETING DATE:

2/26/25

TIME RECEIVED:

SPEAKER'S FULL NAME:

James Santana

PHONE



(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED:

No ☒

Yes ☐

Language:

RECEIVED BY STAFF:

* left early

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 4/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Oscar Guerrero **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 13



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 5

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Lily Teran **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 14



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** 5

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** CITY COUNCIL MEMBER

MEETING DATE: 6:20 **TIME RECEIVED:** 6 p.m.

SPEAKER'S FULL NAME: PAULETTE SHUBIN **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: H.O.C.

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

14



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO.

5

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

District 4 Appointment

MEETING DATE:

2/26

TIME RECEIVED:

SPEAKER'S FULL NAME:

Corey Chappell

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

Joella Valdez earned this Appointment w/ community support

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

*left early

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 16



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** #5

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** District 4 seat

MEETING DATE: 9/27/25 **TIME RECEIVED:** 6:20

SPEAKER'S FULL NAME: Lorraine Quinones **PHONE:** [REDACTED] (Optional)

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 17



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 5

Opposed ☐

In Support ☒

Neutral ☐

TOPIC: Item 5

MEETING DATE: 2/26/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Maria Knox

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 18



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ **AGENDA ITEM NO.** 5

Opposed ☐ In Support ☐ Neutral ☐

TOPIC:

D4 appointment

MEETING DATE:

2/26

TIME RECEIVED:

646p

SPEAKER'S FULL NAME:

Darlene Alcala

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** Appointment

Opposed ☐ In Support ☒ Neutral ☐ **TOPIC:** Appointment

MEETING DATE: 2/26 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Yola Robateau **PHONE:** _____

ADDRESS: _____ (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** 6

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** City Budget transparency

MEETING DATE: 2/26/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: James Santana **PHONE:** [REDACTED]
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Hello Mr. Mayor and Morons

Well, I bet you all saw the news about the Huntington Park Raid because of the corruption and misuse of public funds. The news said former City employees are also under investigation. That would be you Raul Resendiz AKA Alvarez and you Public Works Director Cesar Roldan. You both need to resign effective immediately!

You have done absolutely nothing to improve our city, all you have done is bring in corrupt Directors like you.

I saw you City Attorney Glasman also represents the City of Huntington Park, why doesn't that surprise us?

At the last meeting we heard you broke the law here to give those two morons the power to appoint that nut job at the end, we have all seen your podcast, and you look like a lunatic.

Have you Tamayo or you Peralta seen it? You both are being criticized by surrounding city councilmembers. I was asked are they so ignorant to not know 2 is not a quorum? I said yes, they are both puppets on the take and dirty.

Hopefully, the powers watching will step in and arrest you all. Look around the room people are terribly upset and want a clean sweep up there, the only one that will be left is our Mayor Salvador Melendez. Keep your head up Mr. Mayor we

have your six, and for those that do not know what it means in law enforcement and the military we have your back.



California State Senator Bob Archuleta
Senate District 32

NOV. 3, 2021

City of Montebello

NINE HUNDRED THIRTY FIVE THOUSAND

\$ 935,000

State of California

RIO HONDO FENCE PROJECT

FASTRAIDFORCIBOLA.COM

Good evening,

Linda Nicklas Co-Founder of MATCH90640

Rick next time they tell you what to put as your orals, please do your homework so you won't look ignorant.

As you can see from the picture, I sent up to you, former Mayor Cobos-Cawthorne went to Senator Archuleta and showed him the need for new fencing on Bluff Road and obtained \$935,000.00 to pay for the replacement fencing. Unfortunately, while it was being installed the ground collapsed due to the homeless digging into the sides of river embankment. The sewer system had to be replaced from Greenwood to Bluff Road and that money better still be available.

As for the Police substation, Peralta on the record said "a \$700,000.00 dog park is more important than a Police substation, maybe next budget. "So again, do your homework, so you will not look dumb.

Now to today's news about the corruption in the City of Huntington Park, It was said former employees are also under investigation, that would be you Raul and Cesar Roldan you made Public Works Director with no qualifications.

Guess who is also involved in this corruption IE Infrastructure Engineering, the company fired and then you 3 corrupt brought them back. No wonder why they gave Peralta and Torres \$20,000.00 each for their campaigns, and everyone knows who they are paying \$10,000.00 a month, under the table. From IE and AAE their former company name before the FBI indicted them for bribery of City Councilmembers from Maywood, Vernon, and surrounding cities. That is why they changed the name of company to IE.

I sure hope when the DA comes for you two, they help us clean house and get the corrupt council too along with City Attorney Glasman.

Thank you

TAKE OUR CITY BACK !!

[External Email] District 4 City Council Appointment

From Corey Chappell >
Date Fri 2/21/2025 8:24 AM
To Melendez, Salvador <SMelendez@montebelloc.gov>
Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>; Jimenez, Christopher <CJimenez@montebelloc.gov>

External Sender - From: (Corey Chappell

 This message came from outside your organization.

Mr. Mayor,

I am trying to give City Council Members the benefit of the doubt in hopes that they were attempting to give the community a **"voice"** when they appointed Ric Alonzo to District 5 (*without your support and while lacking a legal quorum*). Mr. Alonzo received the second highest number of votes in our most recent election (2022) with **686 votes or 38.28%**, positioning him next in line for the role according to the last vote by the community he now represents, albeit more than 2 years ago and without much to show in the way of personal involvement since his loss in 2022 - triggering many concerns from members of District 5. That said, whether or not it was intended, his appointment established a precedent that should now be upheld to fill the vacant seat in District 4 where, just a few short months ago, **1,723 voters or 47%**, cast their ballots to support **Joella Valdez**.

- Joella received over **1,000 more votes** than Ric in a much more recent election
- Her qualifications include **15 years of public service** with multiple local governments including
 - o City of Los Angeles City Council
 - o Department of Public Works
 - o City of Montebello where she served as Planning Commissioner for District 5
- USC Graduate with degrees in:
 - o International Relations
 - o Spanish
- Union Member of
 - o Engineers & Architects
 - o IBEW Local 11

Joella Valdez is more than capable of stepping into this role to represent the community who supports her for this appointment. In fact, if anyone other than **Joella Valdez** is appointed to the vacant District 4 seat, you, and the other members of our City Council, will be sending the clear message that **the voters who live in District 4 DO NOT MATTER!** You will also confirm that there was zero regard for the voters of District 5 when Ric Alonzo was appointed.

Mr. Mayor, you were elected to speak on behalf of everyone in the City of Montebello. Please don't choose to silence those of us who live on the south side. All eyes are on you now as you decide if our voices matter and our votes count. Do the right thing, stand with the community who elected you and appoint **Joella Valdez** to City Council, District 4.

Corey Chappell
VP of Field Services

Pacific Production Services LLC | 323-260-4777
Pacific Traffic Control LLC | 323-981-0600
2840 Lugo St. Los Angeles, CA. 90023 |
3495 International Park Dr. SE, Atlanta, GA 30316 | 470-706-1831

www.Pacifictc.com
www.lafilmpermits.com



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PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

[External Email] Appoint Joella Valdez to the Montebello City Council

From orlando baca < >

Date Fri 2/21/2025 1:58 PM

To Melendez, Salvador <SMelendez@montebelloc.gov>

Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>

External Sender - From: (orlando baca

< >)

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of **Joella Valdez** to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the **only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE!** The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,

Longtime Montebello resident

Orlando Baca

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

[External Email] Appoint Joella Valdez to the Montebello City Council

From Amy Tannenbaum <
Date Fri 2/21/2025 2:19 PM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Amy Tannenbaum

< >)

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of **Joella Valdez** to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the **only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE!** The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,

Amy Tannenbaum

--

Amy Tannenbaum (she/her)

[External Email] Appoint Joella Valdez to the Montebello City Council

From Carrie Wong K Wade < > 1>
Date Fri 2/21/2025 2:26 PM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Carrie Wong K Wade
< >)

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of **Joella Valdez** to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the **only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE!** The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Thank you for your time and consideration in this matter.

Very Respectfully,
Ms. Carrie Wade

[External Email] Appoint Joella Valdez to the Montebello City Council

From PATRICIA ENRIQUEZ <

Date Fri 2/21/2025 10:38 PM

To Melendez, Salvador <SMelendez@montebelloc.gov>

Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>; Jimenez, Christopher <CJimenez@montebelloc.gov>

External Sender - From: (PATRICIA ENRIQUEZ

<

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of **Joella Valdez** to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the **only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE!** The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,

Patricia Enriquez

[External Email] Support for Joella Valdez for Montebello City Council

From Ashley Sia Ailes <

Date Sat 2/22/2025 3:56 PM

To Melendez, Salvador <SMelendez@montebelloc.gov>

Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>; Jimenez, Christopher <CJimenez@montebelloc.gov>

External Sender - From: (Ashley Sia Ailes

<)

This message came from outside your organization.

Dear Mayor Melendez and Montebello City Councilmembers,

My name is Ashley Ailes and my family and I have lived in District 4 for the past 10 years. I respect the fiscally responsible decision you have made to appoint the now vacant council seat, but I'd be remiss not to use this opportunity to voice my opinion as a resident for how that seat should be filled. I would like to advocate for Joella Valdez to fill that seat.

We live south of the train tracks, so the more south portion of District 4. Frankly, we often feel neglected. The part of District 4 that gets the most attention is north of the train tracks and since we're not District 5, there's no one to look after our needs. In 10 years of living here, Joella is the only candidate who has taken the time to genuinely get to know and understand our community and its concerns. I met her during her first campaign in 2021. At that point in the election cycle, I had already decided who I was voting for, but when she came to my door, I obliged. No one else had campaigned to us personally. I felt like I asked a lot of difficult questions and that she answered them well. We ended up talking for about 30 minutes and it was obvious that she really did care for this part of Montebello and wanted to see this community thrive. She convinced me to change who I was voting for. During that campaign, she lost by quite a bit and I was sad about that, but I was also proud to have voted for someone who cared so deeply.

Fast forward to 2024, I was pleasantly surprised to see her running again. I voted for her again, and respected when she lost a well fought campaign. However, now that the spot is vacant, I would like her to be given a fair chance at filling this seat that she has shown she has wanted amidst strong voter support despite not claiming the majority. I believe that she is what's best for our city. And frankly, if she ends up not working out, then the voters will make that decision when it comes time, but as it stands, she's the only candidate I could trust based on her proven track record and initiative she has shown.

While I'm unable to attend the council meeting on Wednesday to voice my support for her in person, I hope that you would accept this email as a "vote" for Joella. I'd also be happy to discuss this further if you needed a focus group from District 4 before making a decision.

Thank you for the work you do and for taking the time to read this email.

Sincerely,
Ashley Ailes

-- --

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

[External Email] Appoint Joella Valdez to the Montebello City Council

From rosanna acosta <[REDACTED]>
Date Mon 2/24/2025 8:57 AM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc Jimenez, Christopher <CJimenez@montebelloca.gov>; City Clerk <cityclerk@montebelloca.gov>; gtamato@montebelloca.gov <gtamato@montebelloca.gov>; sperallta@montebelloca.gov <sperallta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>

External Sender - From: (rosanna acosta

, [REDACTED])

This message came from outside your organization.

Dear Mayor and Council Member of the City of Montebello,

I am a 45-year City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter the most to my household and to my neighborhood.

As a resident of South Park Avenue, I strongly urge the appointment of JOELLA VALDEZ to the vacant council seat. She has been actively involved in our city, knocking on doors in my area and listening to all of our concerns. She has worked tirelessly to bring a real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the ONLY candidate who ran in the most recent 2024 elections, receiving 47% of District 4 votes. That is 1723 votes total. SHE IS THE PEOPLE'S CHOICE. The residents of District 4 have already spoken, and I believe that our voice should finally be heard.

Montebello deserves strong, transparent, and community-driven leadership. Not just great photo ops. Ones that believe in the community and the younger generation that we are raising. Stop with all the fighting and lies and show the residents that you truly care for the people and community. I urge all of you to make the RIGHT decision and appoint JOELLA VALDEZ to represent District 4.

Sincerely,

Rosanna and Sergio Acosta

[External Email] Appoint Joella Valdez to the Montebello City Council

From SALLY SANTANA <[REDACTED]>
Date Mon 2/24/2025 5:11 PM
To Melendez, Salvador <SMelendez@montebelloc.gov>
Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>; Jimenez, Christopher <CJimenez@montebelloc.gov>

External Sender - From: (SALLY SANTANA

<[REDACTED]>

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE! The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
Joaquin Santana

;

Sent from my iPhone

[External Email] Appoint Joella Valdez to the Montebello City Council

From David Santana <[REDACTED]>
Date Mon 2/24/2025 5:11 PM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (David Santana

<[REDACTED]>

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE! The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
[Your Name]
[Your Address (optional)]

Sent from my iPhone

[External Email] Appoint Joella Valdez to the Montebello City Council

From Carla Escobar <

Date Mon 2/24/2025 7:04 PM

To Melendez, Salvador <SMelendez@montebelloca.gov>

Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Carla Escobar

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE! The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
Carla escobar

Sent from my iPhone

[External Email] Appoint Joella Valdez to the Montebello City Council

From Lizette Roman <

Date Mon 2/24/2025 7:39 PM

To Melendez, Salvador <SMelendez@montebelloca.gov>

Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Lizette Roman

)

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE! The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
Lizette Roman

[External Email] Appoint Joella Valdez to the Montebello City Council

From Vivian Romero <[REDACTED]>
Date Tue 2/25/2025 11:39 AM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Vivian Romero

<

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE! The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
Vivian Romero

***PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are

[External Email] Distict 4 representative

From Gabriela Diaz <

Date Tue 2/25/2025 12:17 PM

To Melendez, Salvador <SMelendez@montebelloca.gov>

Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Gabriela Diaz

< _ _ _ _ _ >

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a Montebello resident, and I strongly believe Joella Valdez would be a great representative for our community. She is overqualified and has the experience, leadership, and dedication needed for this role.

Sincerely,
Gabriela Diaz

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

[External Email] Appoint Joella Valdez to the Montebello City Council

From Taccara Barrier <

Date Tue 2/25/2025 1:58 PM

To Melendez, Salvador <SMelendez@montebelloc.gov>

Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>; Jimenez, Christopher <CJimenez@montebelloc.gov>

External Sender - From: (Taccara Barrier



This message came from outside your organization.

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As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

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Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Taccara Barrier

Sent from my iPhone

[External Email] Appoint Danielle Cardona Romero to the Montebello City Council

From Pattie Soltero Sanchez <[REDACTED]>
Date Tue 2/25/2025 4:52 PM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Pattie Soltero Sanchez

<[REDACTED]>

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am writing to express my strong support for Danielle Cardona Romero's appointment to the Montebello City Council, District 4. Having witnessed Danielle's dedication, leadership, and passion for her community, I firmly believe that she is the ideal candidate to serve the residents of District 4.

Danielle's commitment to public service and her deep-rooted ties to the Montebello community make her uniquely qualified to represent District 4. She has consistently demonstrated an ability to connect with residents, listen to their concerns, and advocate for meaningful solutions. Whether through her involvement in local organizations or her active participation in community events, Danielle has shown an unwavering dedication to improving the quality of life for all Montebello residents.

In addition to her strong sense of community, Danielle brings a wealth of experience and a fresh perspective to the table. She has a clear understanding of the challenges facing our city and has outlined a thoughtful vision for addressing those challenges. Her focus on enhancing public safety, supporting local businesses, and investing in community programs aligns with the needs of District 4 and Montebello as a whole.

I am confident that Danielle's leadership and commitment will make a lasting, positive impact on our community. Her ability to work collaboratively with city officials, community organizations, and residents will foster an environment of unity and progress.

I wholeheartedly support Danielle's appointment to the Montebello City Council and encourage you to give her the opportunity to continue her dedicated service to our city.
Thank you for your time and consideration.

Sincerely,

Pattie Soltero Sanchez

[External Email] Appoint Joella Valdez to the Montebello City Council

From Yola Robateau <[REDACTED]>
Date Tue 2/25/2025 6:07 PM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Yola Robateau

[REDACTED])

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

Joella Valdez is the only candidate who ran in the recent 2024 elections, receiving 47% of the District 4 vote (1,723 votes)—she is the PEOPLE'S CHOICE! The residents of District 4 have already spoken, and their voices must be respected in this appointment process.

Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
Yola Robateau

|

Sent from my iPhone

[External Email] Appoint Joella Valdez to the Montebello City Council

From James Santana <[REDACTED]@montebelloca.gov>

Date Wed 2/26/2025 9:15 AM

To Melendez, Salvador <SMelendez@montebelloca.gov>

Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (James Santana

This message came from outside your organization.

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Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,

James J. Santana



Outlook

[External Email] Appoint Joella Valdez to the Montebello City Council

From Dasha Hunter <

Date Wed 2/26/2025 10:36 AM

To Melendez, Salvador <SMelendez@montebelloc.gov>

Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>; Jimenez, Christopher <CJimenez@montebelloc.gov>

External Sender - From: (Dasha Hunter

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

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As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

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Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

NOTICE: By submitting a request and/or communicating with Dash Entertainment Solutions, you acknowledge and agree that you will not become a client of Dash unless and until you register to accept our

service agreement and we reach agreement on (a) the services we provide (b) the costs and fees of those services, and (c) timelines and deadlines.

THIS IS A CONFIDENTIAL COMMUNICATION.

If you are not the intended recipient of this communication, please delete it immediately without opening any attachments. Please notify the sender by reply e-mail that you received this e-mail in error or call (323) 680-1911.

Dasha Hunter | CEO.



Tel +

International Visas U.S. Passports Background Clearances

Planning & Consulting Fingerprinting

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

[External Email] Appoint Joella Valdez to the Montebello City Council

From Kimberly Ann Cobos-Cawthorne <

Date Wed 2/26/2025 11:29 AM

To Melendez, Salvador <SMelendez@montebelloc.gov>

Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>; Jimenez, Christopher <CJimenez@montebelloc.gov>

External Sender - From: (Kimberly Ann Cobos-Cawthorne

< >)

This message came from outside your organization.

Dear Mayor Sal Melendez
and
Council Members of the City of Montebello,

I am a City of Montebello resident, and I strongly urge you to appoint a representative who is engaged with our community, has a proven record of advocacy, and understands the issues that matter most to local residents.

As a resident, I recommend and strongly urge the appointment of Joella Valdez to the vacant council seat. She has been actively involved in our city, knocked on doors to listen to residents' concerns, and has worked tirelessly to bring real change to Montebello. She has the experience, leadership, and dedication needed to serve our community effectively from day one.

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Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
Kimberly Cobos-Cawthorne

February 26, 2025

City of Montebello
Attn: Montebello City Council
1600 W Beverly Blvd.
Montebello, CA 90640

Dear City Council,

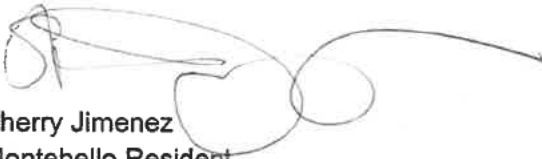
I am writing to express my strong support for secondhand smoke protections in Montebello. As a long-time resident of Montebello and former smoker myself, I believe implementing protections are a critical step in safeguarding public health and ensuring that everyone—especially children, seniors, and those with respiratory conditions—can enjoy clean, smoke-free environments.

Secondhand smoke is a well-documented health hazard, linked to asthma, heart disease, lung cancer, and other serious illnesses. Despite growing awareness, too many individuals remain vulnerable in public spaces, outdoor dining areas, parks, and community events. A stronger smoke-free policy would not only protect non-smokers but also change the attitudes of current smokers by encouraging healthier behaviors, reducing exposure to harmful secondhand smoke, and fostering a cleaner, safer environment for everyone in the community.

By passing an ordinance, the City Council has an opportunity to prioritize the health of the community, create safer shared spaces, and support a cleaner environment for all residents. I urge the Council to act in favor of this critical initiative.

Thank you for your time and consideration.

Sincerely,



Sherry Jimenez
Montebello Resident

[External Email] Appoint Joella Valdez to the Montebello City Council

From star4makeup 7 < >
Date Wed 2/26/2025 12:34 PM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (star4makeup 7
< >)

This message came from outside your organization.

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Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
Star Bahati

Sent from my iPhone

[External Email] Appoint Joella Valdez to the Montebello City Council

From Iman Bahati <l >
Date Wed 2/26/2025 12:57 PM
To Melendez, Salvador <SMelendez@montebelloca.gov>
Cc City Clerk <cityclerk@montebelloca.gov>; Tamayo, Georgina <GTamayo@montebelloca.gov>; Peralta, Scarlet <SPeralta@montebelloca.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloca.gov>; Alvarez, Raul <RALvarez@montebelloca.gov>; Jimenez, Christopher <CJimenez@montebelloca.gov>

External Sender - From: (Iman Bahati

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This message came from outside your organization.

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Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
[Your Name]
[Your Address (optional)]

Sent from my iPhone

[External Email] Appoint Joella Valdez to the Montebello City Council

From Fulani Bahati < >
Date Wed 2/26/2025 1:03 PM
To Melendez, Salvador <SMelendez@montebelloc.gov>
Cc City Clerk <cityclerk@montebelloc.gov>; Tamayo, Georgina <GTamayo@montebelloc.gov>; Peralta, Scarlet <SPeralta@montebelloc.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebelloc.gov>; Alvarez, Raul <RALvarez@montebelloc.gov>; Jimenez, Christopher <CJimenez@montebelloc.gov>

External Sender - From: (Fulani Bahati

This message came from outside your organization.

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Sincerely,
Fulani

***PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are

[External Email] Appoint Joella Valdez to the Montebello City Council

From Shannan Calland <[REDACTED]>
Date Wed 2/26/2025 5:05 PM
To Melendez, Salvador <SMelendez@montebellocity.gov>
Cc City Clerk <cityclerk@montebellocity.gov>; Tamayo, Georgina <GTamayo@montebellocity.gov>; Peralta, Scarlet <SPeralta@montebellocity.gov>; Alonzo Ugalde, Rick <RALonzoUgalde@montebellocity.gov>; Alvarez, Raul <RALvarez@montebellocity.gov>; Jimenez, Christopher <CJimenez@montebellocity.gov>

External Sender - From: (Shannan Calland

This message came from outside your organization.

Dear Mayor and Council Members of the City of Montebello,

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-Montebello deserves strong, transparent, and community-driven leadership. I urge you to make the fair and responsible choice by appointing Joella Valdez to represent us.

Sincerely,
Shannan Calland

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CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, MARCH 12, 2025 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Mayo, Councilmember Peralta, Councilmember Alonzo, and Councilmember Romero. City Clerk Martinez and City Treasurer Matanga were also present.

City Attorney Arno Alvarez, City Manager Raul Alvarez, Acting Assistant City Manager Angelica Palmeros, Senior Deputy City Clerk Kimbe Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Joseph Palomares, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Martinez announced the Closed Session Items.

PUBLIC COMMENTS ON OPENED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

CLOSED SESSION

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

Mayor Melendez recessed the meeting into Closed Session at 6:04 p.m. to consider the following Closed Session items:

1. **PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE**
Government Code Section 54957
One matter to review on appeal from a decision of the Civil Service Commission
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
I. Navarro v. City of Montebello, et al.
Case No. ADJ13310066, ADJ2613081, ADJ2548565, ADJ15539383, ADJ7472140, ADJ7964720, ADJ2654347, ADJ10708805, ADJ3507314, ADJ6779197, ADJ12495501, ADJ2613081, ADJ677 842

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 6:59 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to the City Council: Item No. 1, a briefing was provided to the City Council, the City Council provided direction to the City Attorney's Office to prepare necessary decision on the appeal, no action was taken, and nothing to further to report; Item No. 2, a briefing was provided to the City Council, no action was taken and nothing further to report.

INVOCATION

Led by City Clerk Jimenez.

PLEDGE OF ALLEGIANCE

Led by Councilmember Romero.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez added a presentation from the Small Business Administration.

CEREMONIAL ITEMS/PRESENTATIONS

3. **CITIZEN OF THE MONTH - RICHARD FARBER**
Presented by Mayor Melendez.
4. **PROCLAMATION FOR NATIONAL DEVELOPMENTAL DISABILITIES MONTH**
Presented by Mayor Melendez.
5. **PROCLAMATION FOR WOMEN'S HISTORY MONTH**
Presented by Mayor Melendez.
6. **PROCLAMATION FOR NATIONAL NUTRITION MONTH**
Presented by Mayor Melendez.

PRESENTATION BY SMALL BUSINESS ADMINISTRATION –

Javier Caltenco, Public Information Officer from Small Business Administration, provided a presentation on the services offered to small businesses, homeowners, and renters.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments –

Continued”, after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged twelve(12) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director of Transportation John Soria announced the upcoming celebrations for National Transit Employee Appreciation Day.

City Manager Alvarez announced the upcoming Budget Presentation.

REGULAR BUSINESS

7. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 81 AMENDING MONTEBELLO MUNICIPAL CODE CHAPTER 3.20 "PURCHASING SYSTEM" AND CHAPTER 3.21 "CONTRACTS FOR PROFESSIONAL AND SPECIAL SERVICES"

RECOMMENDATION: It is recommended that the City Council:

1. Conduct the First Reading of and introduce Ordinance No. 81 Amending Municipal Code Chapter 3.20 "Purchasing System," and Chapter 3.2 "Contracts for Professional and Special Services" of the Montebello Municipal Code; and,
2. Take such additional action that may be desirable.

Mayor Melendez inquired whether the Ordinance included any provisions or prioritization for businesses based in Montebello.

Director Solorza stated that the Ordinance does not include a local business preference and that the policy does not currently incorporate it. However, he noted that the City could add to the RFP. City Manager Alvarez added that staff would look into the matter and provide feedback.

Councilmember Peralta requested clarification on the state audit and how the policy addresses that concern.

City Manager Alvarez explained that the City has been adhering to the public contracting code and complying with state and local regulations. One of the state auditor's requests was to formally restate the City's internal policy. While the Ordinance serves as an additional measure, the City has been in compliance. This update aims to further address the state auditor's concerns and enhance transparency.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Councilmember Romero requested to abstain from voting on the approval of Item No. 13 - City Council Meeting Minutes, as she was not present for those meetings.

Mayor Melendez pulled Item No. 9.

Item No. 12 was pulled by a member of the public for comment.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, that Item No. 8, 10-11, and 13-14 be approved; the motion passed unanimously.

8. APPROVE INCREASES TO BLANKET PURCHASE ORDERS WITH AMERICAN MOVING PARTS LLC, L.N. CURTIS AND SONS, NEXUS HOLDING LLC AND HARDING AUTO PARTS FOR SUPPLIES AND MAINTENANCE FOR FIRE DEPARTMENT EQUIPMENT AND VEHICLE MAINTENANCE

RECOMMENDATION: It is recommended that the City Council:

1. Approve an increase of \$15,000 to the blanket purchase order with American Moving Parts, LLC for the total not-to-exceed amount of \$130,000; and
2. Approve an increase of \$150,000 to the blanket purchase order with N. Curtis and Sons for the total not-to-exceed amount of \$522,773; and
3. Approve an increase of \$65,000 to the blanket purchase order with Nexus Holding LLC (DBA Vortex) for the total not-to-exceed amount of \$99,900; and
4. Approve an increase of \$65,000 to the blanket purchase order with IB Auto Parts Inc (DBA Hardy Auto Parts) for the total not-to-exceed amount of \$114,999; and,
5. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

9. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3956 BETWEEN THE CITY OF MONTEBELLO AND INTER-CON SECURITY SYSTEMS, INC. TO CONTINUE PROVIDING PARKING ENFORCEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3956 between the City of Montebello and Inter-Con Security Systems, Inc. for a Two (2) Year Term Extension; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City; and
3. Take such additional, related, action that may be desirable.

Mayor Melendez inquired about the parking tickets, including revenue generated from fines and what percentage covers enforcement services. He also asked about the percentage of unpaid tickets and the measures taken to collect them. Additionally, he inquired whether there is a way to offer a waiver for individuals facing financial hardship.

Director of Planning and Community Development Joseph Palombi stated that in 2022, the City recovered 80% of parking fines, while in 2023 the recovery rate was 0%, with the contracts effectively covering its costs. The following year, the recovery rate remained above 60%. He noted that enforcement efforts are strictly focused on street-sweeping violations. Additionally, he mentioned that the process includes options for remediation or hardship considerations.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed unanimously.

10. ADOPT RESOLUTION NO. 25-21 AUTHORIZING SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2026 FEDERAL TRANSIT ADMINISTRATION SECTION 5307 - 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-21 to authorize the submission of an application for Fiscal Year 2026 to the Metro Bus Operations Subcommittee (BOS) for Federal Transit Administration (FTA) Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement (ATI) Funds; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

11. APPROVE SUBMISSION OF THE CITY'S FISCAL YEAR 2025-26 ANNUAL EXPENDITURE PLAN AS PART OF THE LOS ANGELES COUNTY SAFE, CLEAN WATER PROGRAM (MEASURE W)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit the Los Angeles County Safe, Clean Water Program (Measure W) Annual Expenditure Plan for Fiscal Year 2025-26; and,
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

12. AUTHORIZE THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT NO. 4182 WITH ZENCITY FOR SOCIAL MEDIA MONITORING AND ANALYSIS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Professional Services Agreement No. 4182 with ZenCity in an amount not-to-exceed Forty-Nine Thousand Dollars (\$49,000) annually for three (3) years with two (2) one-year renewal options for social media monitoring and analysis; and
2. Authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The Speaker was provided three minutes to address the City Council and said speaker came on file at the City Clerk's office.

Councilmember Peralta inquired about the program and its necessity.

Director of Recreation and Community Services David Snowski stated that the software has been used to analyze social media platforms and manage scheduling. It also tracks trends, reports and facilitates survey services.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

13. APPROVAL OF MINUTES: JANUARY 8, 2025, CITY COUNCIL MEETING; JANUARY 22, 2025, CITY COUNCIL AND SUCCESSOR AGENCY MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Minutes.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote

MOVED: Peralta	SECONDED: Alonzo	APPROVED: 4-0-1-0
AYES: Tamayo, Peralta, Alonzo, Mendez		
NOES: None		
ABSTAIN: Romero		
ABSENT: None		

14. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-20 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 12, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-20 approving the Warrant Register dated March 12, 2025.

Councilmember Peralta motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Ric Alonzo, Councilmember**
- **Danielle Romero, Councilmember**
- **Georgina Tamayo, Mayor Pro Tem**

Mayor Pro Tem Tamayo announced that the Police Department will participate in the upcoming Baker to Vegas Run. She also shared that the Montebello Police Team will have a fundraiser at El Pescadero on March 15. She encouraged the community to show support by attending their event.

- **Scarlet Peralta, Councilmember**
- **Salvador Melendez, Mayor**

CLOSED SESSION - CONTINU**ADJOURNMENT**

The City of Montebello will adjourn to the next **Regular Meeting on March 26, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebelloca.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, March 9, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez adjourned the meeting at 8:26 p.m.

THE MINUTES OF MARCH 12, 2025, ARE HEREBY APPROVED AND ADOPTED ON THIS 26TH DAY OF MARCH 2025.

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**

DRAFT

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 12

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Will Cervon

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 12



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 12/03/2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Edwin Constantino **PHONE:** [REDACTED] (Optional)

ADDRESS: S/N (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 11



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Daniel Alcala **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 10



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/12/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nichols **PHONE:** _____

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Non Agenda

MEETING DATE: 3/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Joella Valdez **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: —

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Montebello poor decisions

MEETING DATE: 3/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: James Santane **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 87



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ AGENDA ITEM NO. _____

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Last Council Meeting
General Issue

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Bill Pro

PHONE: _____

(Optional)

ADDRESS: South Montebello

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Fiona Reimers **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3/22/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: PAUL HUSARD - **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 3-12-2025 **TIME RECEIVED:** 5:48

SPEAKER'S FULL NAME: Louie Parochua **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** General

MEETING DATE: 3/12/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **PHONE:** [REDACTED]

ADDRESS: on file (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

~~Non-Agenda Item~~ ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: Public comment

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ ~~Non-Agenda Item~~ ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 03-12-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO **PHONE:** _____

(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

1



CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☒

Non-Agenda Item ☐

AGENDA ITEM NO.

2

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

Will Cervara

PHONE:

(Optional)

ADDRESS:

(Optional)

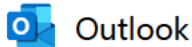
ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:



Fw: [External Email] Does Danielle Romero have the integrity to lead Montebello?

From Jimenez, Christopher <CJimenez@montebelloca.gov>

Date Wed 3/12/2025 6:10 PM

To Guillen, Kimberly <kguillen@montebelloca.gov>

Christopher Jimenez

City Clerk

Administration, City of Montebello

1600 W Beverly Blvd. Montebello, CA 90640

p 323 887 1200 C 323 557 6223

w www.cityofmontebello.com e cjimenez@montebelloca.gov

Office Hours Monday Thursday 7:30 a.m. 5:30 p.m. Closed every Friday

From: Orc <[REDACTED]>

Sent: Thursday, February 27, 2025 1:44 PM

To: Jimenez, Christopher <CJimenez@montebelloca.gov>

Subject: Fwd: [External Email] Does Danielle Romero have the integrity to lead Montebello?

External Sender - From: (Orc [REDACTED])

This message came from outside your organization.

Please see below

Forwarded message

From: Orc [REDACTED]

Date: Tue, Feb 25, 2025 at 3:28 PM

Subject: Does Danielle Romero have the integrity to lead Montebello?

To: [REDACTED]

I am writing to bring to your attention a concerning situation that has come to light regarding local politics and ethical practices within our community. It involves David Torres and a woman he is allegedly mentoring for a position on the city council, Danielle Romero.

While mentorship in politics is not unusual, the circumstances surrounding this particular case raise serious ethical questions in a recent incident involving Mrs. Romero's husband and allegations of child abuse with their son. Disturbingly, her son appears to have been instructed to cover up this incident, dissuading him from reporting what happened to the authorities. As

family dynamics play a critical role in a leader's judgment and integrity, this situation raises serious doubts about her fitness for public office.

When authorities attempted to question her regarding the allegations, she evaded them for several days. In an effort to protect her husband, she reportedly coached her son to falsely claim that he had provoked the altercation. This behavior not only undermines the legal process but suggests a concerning lack of accountability and a willingness to manipulate the truth for personal gain or to protect those close to her.

It is deeply troubling that someone embroiled in such serious allegations is being considered for public office. How can we expect a mayor or council member to effectively manage community resources and uphold the law when they cannot even maintain integrity within their own family? Leadership requires transparency, accountability, and moral fortitude, attributes that seem questionable in light of these allegations.

It is alarming to think that a councilman, someone in a position of authority and influence, would choose to mentor someone who is engaged in such questionable practices. This raises important questions about the values and standards we uphold within our local government.

I believe that as a journalist committed to the truth, it is vital to investigate these allegations thoroughly. We must hold our leaders accountable and ensure that potential public officials embody the integrity and transparency our community deserves.

Thank you for your attention to this matter. I hope you will consider looking deeper into this situation, as it could have significant implications for our community's trust in local governance.

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.



ITEM # 16

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-22 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MARCH 26, 2025**

RESOLUTION NO. 25-22
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.1590, consisting of 5 pages, and including:

Warrant No.

General: Check No. 606371 through 606481
ACH No. 8152 through 8220
Successor Agency No. 1530

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 MARCH 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-22

Page 2 of 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-22 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 March 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. 1590
From Payment Date 03/03/25 - To Payment Date 03/26/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8152	03/06/2025	\$4,059.06	UNIFORM EXPENSE	2586	AMAZON CAPITAL SERVICES INC
8153	03/06/2025	\$4,916.72	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
8154	03/06/2025	\$150.00	TRAVEL & MEETINGS	61470	ERIKA L ANDRADE
8155	03/06/2025	\$82,500.83	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8156	03/06/2025	\$389,426.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
8157	03/06/2025	\$773.96	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
8158	03/06/2025	\$200.00	TRAVEL & MEETINGS	4875	MONICA BROWN
8159	03/06/2025	\$7,437.09	UTILITY SERVICES	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
8160	03/06/2025	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
8161	03/06/2025	\$2,239.82	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
8162	03/06/2025	\$4,343.68	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8163	03/06/2025	\$544.96	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
8164	03/06/2025	\$2,356.39	SUPPLIES	4842	GET PLAQUES LLC
8165	03/06/2025	\$1,893.24	CONTRACT SERVICES	46870	HDL COREN & CONE
8166	03/06/2025	\$8,934.20	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
8167	03/06/2025	\$7,257.49	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8168	03/06/2025	\$8,465.64	SUPPLIES	26670	LIFE-ASSIST INC
8169	03/06/2025	\$44,751.24	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
8170	03/06/2025	\$4,434.11	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
8171	03/06/2025	\$222.00	TRAINING	2985	KEVIN SAYCOCIE
8172	03/06/2025	\$424.83	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8173	03/06/2025	\$210.74	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
8174	03/06/2025	\$20,833.33	MISCELLANEOUS EXPENSE	4761	TREND SPORTS II LLC
8175	03/06/2025	\$390.89	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
8176	03/06/2025	\$2,104.04	SUPPLIES	3088	WAXIE SANITARY SUPPLY
8177	03/06/2025	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
8178	03/13/2025	\$80.54	FUEL	3163	BANK OF AMERICA
8179	03/13/2025	\$884.96	TRAINING	3163	BANK OF AMERICA
8180	03/13/2025	\$2,676.24	SUPPLIES	3163	BANK OF AMERICA
8181	03/13/2025	\$1,988.40	SUPPLIES	3163	BANK OF AMERICA
8182	03/13/2025	\$8,128.51	TRAVEL & MEETINGS	3163	BANK OF AMERICA

8183	03/13/2025	\$122.45	UNIFORM EXPENSE	3163	BANK OF AMERICA
8184	03/13/2025	\$437.74	SUPPLIES	3163	BANK OF AMERICA
8185	03/13/2025	\$599.79	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8186	03/13/2025	\$444.65	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8187	03/13/2025	\$2,790.88	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8188	03/13/2025	\$438.24	SUPPLIES	3163	BANK OF AMERICA
8189	03/13/2025	\$1,711.75	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
8190	03/13/2025	\$509.75	SUPPLIES	3163	BANK OF AMERICA
8191	03/13/2025	\$119.99	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
8192	03/13/2025	\$1,440.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
8193	03/13/2025	\$76,730.40	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8194	03/13/2025	\$32,612.48	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8195	03/13/2025	\$453,056.91	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8196	03/13/2025	\$447,399.90	PENSION/RETIREMENT PAYABLE	17	CAL PERS
8197	03/13/2025	\$4,805.38	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
8198	03/13/2025	\$19,309.80	CDBG - ADMINISTRATION	38010	ADVANCED AVANT-GARDE CORPORATION
8199	03/13/2025	\$117,765.51	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
8200	03/13/2025	\$6,665.47	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8201	03/13/2025	\$811.98	CONTRACT SERVICES	3588	ANTHONY'S PORTABLE RESTROOMS INC
8202	03/13/2025	\$102,146.27	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
8203	03/13/2025	\$1,433.25	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
8204	03/13/2025	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
8205	03/13/2025	\$410.00	TRAVEL & MEETINGS	3706	ALEX GILLMAN
8206	03/13/2025	\$7,238.05	CONTRACT SERVICES	1175	GRAPHIC ELECTRIC INC
8207	03/13/2025	\$156,048.11	CONTRACT SERVICES	2793	IBE DIGITAL
8208	03/13/2025	\$86,627.00	IMPROVEMENTS OTHER THAN BUILDING	4845	INFRASTRUCTURE ARCHITECTS, INC
8209	03/13/2025	\$24.26	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
8210	03/13/2025	\$3,850.00	TRAINING	16760	LIEBERT CASSIDY WHITMORE
8211	03/13/2025	\$41,558.75	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
8212	03/13/2025	\$6,276.67	CONTRACT SERVICES	3176	PHIL'S FIRE EXTINGUISHER CO
8213	03/13/2025	\$390.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
8214	03/13/2025	\$68.49	SUPPLIES	1120	BLUETRITON BRANDS INC
8215	03/13/2025	\$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
8216	03/13/2025	\$2,098.93	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
8217	03/13/2025	\$860.47	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8218	03/13/2025	\$57,906.00	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
8219	03/13/2025	\$1,210.94	SUPPLIES	3088	WAXIE SANITARY SUPPLY
8220	03/13/2025	\$340.00	ADVERTISING/PRINTING SERVICES	328	WRITER ANNE COMMUNICATIONS
ACH TOTAL		\$2,263,640.24			

606371	03/06/2025	\$185.00	MACHINERY & EQUIPMENTS	4156	AFECO, INC
606372	03/06/2025	\$613.61	UTILITY SERVICES	39550	AT&T
606373	03/06/2025	\$1,427.83	UTILITY SERVICES	1732	AT&T CORP
606374	03/06/2025	\$600.00	CONTRACT SERVICES	4923	LUCIANO BARRERA
606375	03/06/2025	\$36,202.50	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
606376	03/06/2025	\$524.97	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
606377	03/06/2025	\$7,691.64	MACHINERY & EQUIPMENTS	425	JOSEPH M SEPULVEDA
606378	03/06/2025	\$550.00	TRAVEL & MEETINGS	4928	PEDRO CERVANTES JR
606379	03/06/2025	\$737.24	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
606380	03/06/2025	\$300.00	TRAINING	4447	YVETTE FERNANDEZ
606381	03/06/2025	\$150.00	TRAVEL & MEETINGS	4767	ELIZABETH FRANCO
606382	03/06/2025	\$2,873.74	UNIFORM EXPENSE	55650	GALLS LLC
606383	03/06/2025	\$7,400.00	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
606384	03/06/2025	\$951.78	SUPPLIES	2059	HASA INC
606385	03/06/2025	\$198.09	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
606386	03/06/2025	\$250.00	GENERAL GOVERNMENT	4927	VANESSA IBARRA
606387	03/06/2025	\$1,774.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
606388	03/06/2025	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
606389	03/06/2025	\$1,737.00	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
606390	03/06/2025	\$9,500.00	CONTRACT SERVICES	2942	JAIRIS PLUMBING INC
606391	03/06/2025	\$150.00	TRAVEL & MEETINGS	4926	MARK JIMENEZ
606392	03/06/2025	\$13,280.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
606393	03/06/2025	\$33,082.58	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
606394	03/06/2025	\$4,050.00	CONTRACT SERVICES	2205	MGT OF AMERICA
606395	03/06/2025	\$10,804.40	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
606396	03/06/2025	\$1,489.10	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
606397	03/06/2025	\$148.74	TRAVEL & MEETINGS	4929	NELLY OCHOA
606398	03/06/2025	\$3,000.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
606399	03/06/2025	\$523.78	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
606400	03/06/2025	\$5,088.77	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
606401	03/06/2025	\$3,492.43	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
606402	03/06/2025	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
606403	03/06/2025	\$300.00	TRAINING	3161	DANIEL SIFUENTES
606404	03/06/2025	\$142,705.75	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
606405	03/06/2025	\$583.74	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
606406	03/06/2025	\$15,278.97	UTILITY SERVICES	526	T-MOBILE USA INC
606407	03/06/2025	\$1,200.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
606408	03/06/2025	\$218.00	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
606409	03/06/2025	\$751.08	UNIFORM EXPENSE	64140	TURNOUT MAINTENANCE COMPANY LLC
606410	03/06/2025	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
606411	03/06/2025	\$389.36	CONTRACT SERVICES	4003	VEOLIA WTS SERVICES USA, INC.

606412	03/06/2025	\$1,137.51	UTILITY SERVICES	23610	VERIZON WIRELESS
606413	03/06/2025	\$1,181.03	MACHINERY & EQUIPMENTS	4712	WEST COAST LIGHTS & SIRENS INC
606414	03/06/2025	\$396.00	CONTRACT SERVICES	2053	WIRELESS TELEMATICS LLC
606415	03/06/2025	\$58,796.13	VEHICLE MAINTENANCE/EXPENSES	4786	WRECKS WEST USA INC
606416	03/06/2025	\$13,311.51	CONTRACT SERVICES	3731	YUNEX LLC
606417	03/06/2025	\$6,509.00	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
606418	03/06/2025	\$2,708.00	PERMITS AND FEES	2307	CALIF DEPT OF TAX AND FEE ADMINISTRATION
606419	03/06/2025	\$140.00	POLICE RELATED FEES	4818	JORGE LUIS MACIAS
606420	03/06/2025	\$50,548.94	CONTRACT SERVICES	1571	COPP CONTRACTING INC
606421	03/13/2025	\$4,966.76	MACHINERY & EQUIPMENTS	1670	ADAMSON POLICE PRODUCTS
606422	03/13/2025	\$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC
606423	03/13/2025	\$7,930.40	CONTRACT SERVICES	4467	AP TRITON LLC
606424	03/13/2025	\$14,750.00	CONTRACT SERVICES	40240	ARBITRAGE COMPLIANCE SPECIALISTS INC
606425	03/13/2025	\$2,337.76	UTILITY SERVICES	39550	AT&T
606426	03/13/2025	\$4.43	UTILITY SERVICES	39550	AT&T
606427	03/13/2025	\$55.00	UTILITY SERVICES	1732	AT&T CORP
606428	03/13/2025	\$4,062.76	SUPPLIES	4873	ATLAS COMMERCIAL PRODUCTS DBA EVENTSTABLE
606429	03/13/2025	\$68,960.25	CONTRACT SERVICES	3975	AVENU INSIGHTS & ANALYTICS, LLC
606430	03/13/2025	\$141,356.50	IMPROVEMENTS OTHER THAN BUILDING	4831	BOWMAN CONSULTING GROUP LTD
606431	03/13/2025	\$225.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
606432	03/13/2025	\$8,976.39	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
606433	03/13/2025	\$156.24	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
606434	03/13/2025	\$7,021.11	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
606435	03/13/2025	\$5,562.71	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
606436	03/13/2025	\$6,000.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
606437	03/13/2025	\$1,744.50	CONTRACT SERVICES	4291	COMMUNITY WORKS DESIGN GROUP LLC
606438	03/13/2025	\$688.00	MACHINERY & EQUIPMENTS	4174	COSTAR REALTY INFORMATION INC
606439	03/13/2025	\$700.00	EDUCATION REIMBURSEMENT	4807	DANIEL CRUZ
606440	03/13/2025	\$1,636.58	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
606441	03/13/2025	\$2,757.10	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
606442	03/13/2025	\$6,663.43	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
606443	03/13/2025	\$731.63	SUPPLIES	2059	HASA INC
606444	03/13/2025	\$5,537.03	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
606445	03/13/2025	\$37,800.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
606446	03/13/2025	\$76,027.03	CONTRACT SERVICES	3716	KOA CORPORATION
606447	03/13/2025	\$566.04	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
606448	03/13/2025	\$36,000.00	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
606449	03/13/2025	\$1,102.45	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF - EAST LA
606450	03/13/2025	\$216.03	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
606451	03/13/2025	\$2,595.00	CONTRACT SERVICES	4010	NESHAMA 456 LLC
606452	03/13/2025	\$1,730.00	CONTRACT SERVICES	4010	NESHAMA 456 LLC

606453	03/13/2025	\$546.38	SUPPLIES	15620	OFFICE DEPOT INC
606454	03/13/2025	\$3,290.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
606455	03/13/2025	\$1,428.36	CONTRACTORS	4930	HAIDA PALOS
606456	03/13/2025	\$49.47	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
606457	03/13/2025	\$175.76	SUPPLIES	503	QUADIENT INC
606458	03/13/2025	\$5,520.00	CONTRACT SERVICES	4421	YANNI RAZ
606459	03/13/2025	\$345.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
606460	03/13/2025	\$1,609.15	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
606461	03/13/2025	\$33.06	SUPPLIES	3161	DANIEL SIFUENTES
606462	03/13/2025	\$4,728.24	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
606463	03/13/2025	\$8,656.15	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
606464	03/13/2025	\$43,961.28	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
606465	03/13/2025	\$836.55	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
606466	03/13/2025	\$228.70	TRAVEL & MEETINGS	4281	GEORGINA TAMAYO
606467	03/13/2025	\$4,780.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
606468	03/13/2025	\$1,237.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
606469	03/13/2025	\$2,080.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
606470	03/13/2025	\$2,000.00	CONTRACT SERVICES	3219	THE LUCKY LINCOLN LLC
606471	03/13/2025	\$13,897.00	IMPROVEMENTS OTHER THAN BUILDING	1639	TRANSTECH ENGINEERS INC
606472	03/13/2025	\$92,055.41	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
606473	03/13/2025	\$2,402.94	UTILITY SERVICES	72570	US TELEPACIFIC CORP
606474	03/13/2025	\$48,000.19	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
606475	03/13/2025	\$6,367.52	UTILITY SERVICES	23610	VERIZON WIRELESS
606476	03/13/2025	\$2,017.27	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
606477	03/13/2025	\$390.00	CONTRACT SERVICES	3572	JIM WARINO
606478	03/13/2025	\$286.15	CONTRACT SERVICES	3140	WEX HEALTH INC
606479	03/13/2025	\$211.69	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
606480	03/13/2025	\$4,470.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
606481	03/13/2025	\$24,331.58	SUPPLIES	26850	ZUMAR INDUSTRIES INC
CHECK TOTAL		\$1,183,146.22			

Successor Agency

1530	03/13/2025	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
SUCCESSOR TOTAL		\$2,255.00			

GRAND TOTAL **\$3,449,041.46**



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 - April

April 9th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	National Child Abuse Prevention	Presentation	Public Affairs	David S.
	National Volunteer Month	Presentation	Public Affairs	David S.
	Autism Awareness Month	Presentation	Public Affairs	David S.
	Armenian History Month	Presentation	Public Affairs	David S.
	National Donate Life Month	Presentation	Public Affairs	David S.
	BLuff Road Update	Presentation	Public Works	Cesar Roldan
	Adopt AI/CONPLAN/AAP/CPP	Public Hearing	Planning	Joe P.
	Minutes	Consent.	Admin	Kimberly G.
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.