

AMENDED



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, MAY 28, 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 – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in three potential cases
2. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiator: Raul Alvarez
Labor Groups: MFA, MFMA, MCEA, MMMA, MSA, MMPA, MEMA, SMART-TD

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **PROCLAMATION FOR ASIAN AMERICAN, NATIVE HAWAIIAN, AND PACIFIC ISLANDERS HERITAGE MONTH**
4. **PROCLAMATION FOR NATIONAL PET MONTH**
5. **PROCLAMATION FOR MENTAL HEALTH AWARENESS MONTH**
6. **PROCLAMATION FOR NATIONAL BIKE MONTH**
7. **PROCLAMATION FOR MOTORCYCLE SAFETY AWARENESS MONTH**
8. **PRESENTATION BY EXECUTIVE DIRECTOR HECTOR DE LA TORRE FROM THE GATEWAY COUNCIL OF GOVERNMENTS**
9. **UTILITY BOX ART PROGRAM PRESENTATION**

10. FISCAL YEAR 2025-26 PROPOSED BUDGET OVERVIEW
11. FISCAL YEAR 2025-26 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) OVERVIEW
12. LOCAL RESPONSIBILITY AREA (LRA) & WILDFIRE RISK MITIGATION UPDATE BY CAPTAIN RICH SNYDER (RET.)

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST**REGULAR BUSINESS**

13. **AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXPENSE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND CENTRAL BASIN MUNICIPAL WATER DISTRICT FOR THE RAIN BARREL GIVEAWAY PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Approve the Expense Reimbursement Agreement between the City of Montebello and the Central Basin Municipal Water District (CBMWD) for reimbursement of up to \$30,000 to support the Rain Barrel Giveaway Program; and
2. Authorize the City Manager to execute the Agreement and any related documents or amendments, subject to approval as to form by the City Attorney; and
3. Take such additional, related action that may be desirable.

CONSENT CALENDAR

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

14. **APPROVE AGREEMENT NO. 4296 WITH LEXIPOL LLC FOR LOCAL GOVERNMENT POLICY PLATFORM ACCESS AND IMPLEMENTATION SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4296 (Attachment B) with Lexipol LLC for the implementation of a Local Government Policy Platform, including full policy review and integration services; and
2. Authorize the City Manager to executive Agreement No. 4296; and
3. Take such additional, related action that may be desirable.

15. **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3798 WITH UNIVERSAL PROTECTION SERVICE, L.P. (DBA ALLIED UNIVERSAL SECURITY SERVICES) FOR THE PROVISION OF JAIL SERVICES**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3798 with Allied Universal Security Services for a two-year term extension to provide Jail Services through June 30, 2027; and,
2. Increase the not-to-exceed amount of the agreement to \$528,500 for Fiscal Year 2025-26 and \$554,900 for Fiscal Year 2026-27; and
3. Authorize the City Manager to execute the amendment; and,
4. Take such additional, related action that may be desirable.

16. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4323 FOR THE WASHINGTON CORRIDOR TRANSIT-ORIENTED COMMUNITIES/MULTIMODAL CONNECTIVITY SPECIFIC PLAN CONSULTING SERVICES TO THE ARROYO GROUP**RECOMMENDATION: It is recommended that the City Council:**

1. Award Professional Services Agreement No. 4323 to The Arroyo Group for the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan Consulting Services based on proposals received and evaluation ratings conducted pursuant to Request for Proposal (RFP) No. 25-08; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$442,650 in Account No. 253-50-593-6040.95 (Sustainable Transportation Planning, Community Development, Other Professional Services [expenditures]) and \$442,650 in Account No. 253-99-4198.17 (Sustainable Transportation Planning, Miscellaneous Grants - Sustainable Transportation Planning ([revenue])); and
3. Authorize the City Manager to execute all required documents related to the Professional Services Agreement between the City of Montebello and The Arroyo Group, in a form approved by the City Attorney's office; and
4. Take such additional, related action that may be desirable.

17. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-13 FOR CONSULTANT SERVICES FOR A CITYWIDE HISTORIC PRESERVATION PROGRAM**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the issuance of Request for Proposals (RFP) No. 25-13 for Professional Consulting Services to prepare a Citywide Historic Context Statement and conduct a comprehensive Citywide Historic Resources Survey to assist the City in developing a Citywide Historic Preservation Program; and
2. Take such additional, related action that may be desirable.

18. FISCAL YEAR 2025-26 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS**RECOMMENDATION: It is recommended that the City Council:**

1. Review and adopt the attached resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for Fiscal Year 2025-26; and,
2. Direct staff to forward the resolution to the Los Angeles County Auditor Controller within the required time limit; and,
3. Direct staff to take whatever additional actions necessary to ensure collection of the property tax override; and,
4. Take such additional, related action that may be desirable.

19. APPROVE SIXTH AMENDMENT TO AGREEMENT NO. 2207 AND REINSTATEMENT OF THE MEMORANDUM OF UNDERSTANDING (MOU) WITH PLAINS EXPLORATION AND PRODUCTION COMPANY**RECOMMENDATION: It is recommended that the City Council:**

1. Approve the Sixth Amendment to and Reinstatement of the Memorandum of Understanding (MOU) with Plains Exploration and Production ("PXP") (Agreement No. 2207); and
2. Authorize the City Manager to execute the MOU between the City of Montebello and Plains Exploration and Production ("PXP") and any related documents; and
3. Take such additional, related action that may be desirable.

20. ADOPT RESOLUTION NO. 25-33 VACATING A PORTION OF BLUFF ROAD AND RESERVING AN EXCLUSIVE EASEMENT OVER THE VACATED PORTION FOR THE BENEFIT OF A WATER UTILITY PURSUANT TO STREETS AND HIGHWAYS CODE SECTIONS 8320-8325

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-33 vacating a portion of Bluff Road and reserving an exclusive easement over such portion for the benefit of San Gabriel Valley Water Company (SGVWC); and
2. Hold a Public Hearing at a future City Council meeting as required by Streets and Highways Code §§ 8320–8325, for the proposed vacation and easement reservation; and
3. Take such additional, related action that may be desirable.

21. ADOPT RESOLUTION NO. 25-37 GRANTING AN EASEMENT ON CITY-OWNED LAND, 1600 W. BEVERLY BOULEVARD, TO SOUTHERN CALIFORNIA EDISON (SCE) COMPANY FOR ELECTRICAL UTILITY PURPOSES ASSOCIATED WITH THE INSTALLATION OF CHARGING STATIONS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-37 (Attachment A) granting an easement on City-owned land, 1600 W. Beverly Boulevard, to Southern California Edison (SCE) Company for electrical utility purposes associated with the installation of charging stations; and
2. Authorize the City Manager to sign the Grant of the easement to Southern California Edison Company on behalf of the City; and
3. Take such additional, related action that may be desirable.

22. ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF SENIOR CENTER BASEMENT REMODEL AT 115 S. TAYLOR AVENUE (CP 925) AND AUTHORIZE BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption under the California Environmental Quality Act (CEQA); and
2. Approve Level of Environmental Review Determination via the National Environmental Policy Act (NEPA): Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements; and
3. Adopt the completed plans and specifications for the Senior Center Basement Remodel at 115 S. Taylor Avenue Capital Project No. 925; and
4. Authorize staff to proceed with solicitation of bids for construction; and
5. Take such additional, related action that may be desirable.

23. ADOPT RESOLUTION NO. 25-36, APPROVING THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY (GWMA) AMENDED AND RESTATED JOINT EXERCISE OF POWER AUTHORITY AGREEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-36, approving the Amended and Restated Joint Exercise of Powers Authority Agreement, as presented; and
2. Authorize the City Manager to execute the Amended and Restated Joint Exercise of Powers Authority Agreement; and
3. Take such additional, related action that may be desirable.

24. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3869 WITH PMC PLUMBING INC.

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3869 between the City of Montebello and PMC Plumbing Inc. for a One (1) Year Extension; 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.

25. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4268 WITH REDFLEX TRAFFIC SYSTEMS, INC. DBA "VERRA MOBILITY SYSTEMS"

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4268 with Redflex Traffic Systems, Inc. DBA "Verra Mobility Systems" for provision of services related to the City's Red Light Photo Enforcement Program; and
2. Take such additional, related action that may be desirable.

26. APPROVE AGREEMENT NO. 4324 WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR THE NEIGHBORHOOD COYOTE PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4324 with San Gabriel Valley Council of Governments (SGVCOG) for the Neighborhood Coyote Program; 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.

27. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3944 WITH AXON ENTERPRISES INC. FOR BODY WORN CAMERAS (BWC) AND MOBILE AUDIO VIDEO (MAV)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3944 with Axon Enterprises Inc. for Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software; and
2. Extend the current agreement with Axon by one year as allowed by the original agreement terms through December 8, 2027; and
3. Increase the annual not-to-exceed amount of Agreement No. 3944 by \$50,000 (to \$195,951 each year); and
4. Authorize the City Manager to execute an Agreement on behalf of the City; and
5. Take such additional, related, action that may be desirable.

28. AUTHORIZE INCREASING THE BLANKET PURCHASE ORDER WITH ADAMSON POLICE PRODUCTS

RECOMMENDATION: It is recommended that the City Council:

1. Authorize an increase to the existing Blanket Purchase Order with Adamson Police Products in the amount of \$34,000; and
2. Take such additional, related action that may be desirable.

29. APPROVE AGREEMENT NO. 4326 WITH THE CENTER FOR TRANSPORTATION AND THE ENVIRONMENT, INC., TO CONDUCT BUS BUILD INSPECTIONS FOR THREE HYDROGEN FUEL CELL ELECTRIC BUSES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4326 with the Center for Transportation and the Environment, Inc. (CTE), for a total not-to-exceed amount of Fifty-Five Thousand Dollars (\$55,000), to conduct bus build inspections for three (3) hydrogen fuel cell electric buses (FCEBs) associated with the City of Montebello's Zero-Emission (ZE) Bus Facilities and Fleet Transition Plan; and
2. Authorize the City Manager and/or his designee to approve change orders up to ten percent (10%) of the total not-to-exceed amount; and
3. Authorize the City Manager to execute Agreement No. 4326 on the City's behalf; and
4. Take such additional, related, action that may be desirable.

30. ADOPT RESOLUTION NO. 25-32 APPROVING MONTEBELLO BUS LINES' 2025 TITLE VI PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-32 approving Montebello Bus Lines' (MBL) 2025 Title VI Program; and
2. Take such additional, related, action that may be desirable.

31. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-34 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 28, 2025

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

1. Adopt Resolution No. 25-34 approving the Warrant Register dated MAY 28, 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.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 11, 2025 at 6:00 p.m.**, which can be live-streamed at <https://www.montebelloca.gov> (Click on Live Stream).

I, Nelly Ochoa, Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, May 25, 2025 no later than 6:00 p.m.**

Nelly Ochoa

Nelly Ochoa, Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXPENSE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF MONTEBELLO AND CENTRAL BASIN MUNICIPAL WATER DISTRICT FOR THE RAIN BARREL GIVEAWAY PROGRAM

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the Expense Reimbursement Agreement between the City of Montebello and the Central Basin Municipal Water District (CBMWD) for reimbursement of up to \$30,000 to support the Rain Barrel Giveaway Program; and
2. Authorize the City Manager to execute the Agreement and any related documents or amendments, subject to approval as to form by the City Attorney; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Under the terms of the Expense Reimbursement Agreement, Central Basin Municipal Water District (CBMWD) will reimburse the City of Montebello up to \$30,000 for eligible costs associated with the purchase and distribution of rain barrels. Labor costs are not reimbursable. Reimbursement is contingent upon completion of the program by October 30, 2025, and submission of all required documentation. Reimbursement may take up to six months following project completion, based on Metropolitan Water District's review and processing timeline.

BACKGROUND/DISCUSSION:

On January 22, 2025, the City Council authorized staff to submit a Member Agency

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

Page 2 of 2

Administered Program Pre-Approval Request to CBMWD for the implementation of a Rain Barrel Giveaway Program. The City's goal is to promote sustainable water conservation practices among Montebello residents, particularly those in disadvantaged communities.

The Rain Barrel Giveaway Program is intended to distribute approximately 300 rain barrels, each equipped with a flex elbow kit, spigot, and overflow valve. These tools will enable residents to collect and reuse rainwater for landscape irrigation, thereby reducing potable water usage and stormwater runoff.

ENVIRONMENTAL:

N/A

ANALYSIS:

Following pre-approval by CBMWD and pending approval from the Metropolitan Water District, the City has now received a formal Expense Reimbursement Agreement from CBMWD. The Agreement stipulates that:

- Only barrels distributed to residents by October 30, 2025, are eligible for reimbursement.
- Each barrel must cost no more than \$125 unless prior written approval is obtained.
- The City must submit detailed reporting including distribution addresses, model numbers, unit costs, and photo documentation.
- A final water savings estimate must be provided within 30 days of program completion.

This Agreement allows the City to advance procurement and implementation planning, with funding support secured for material costs.

SUMMARY:

Approval of the Expense Reimbursement Agreement will enable the City to move forward with implementing a fully reimbursable Rain Barrel Giveaway Program in partnership with CBMWD. The program supports the City's environmental sustainability goals, enhances regional water conservation efforts, and provides tangible benefits to residents at no cost to the City.

ATTACHMENT(S)

1. Attachment A - Montebello & CBMWD Agreement Rain Barrel Giveaway

**PROFESSIONAL SERVICES AGREEMENT NO. 4325 WITH CENTRAL BASIN MUNICIPAL
WATER DISTRICT**

**FY 2024/25 - FY 2025/26 Member Agency Administered Program
Expense Reimbursement Agreement Between
Central Basin Municipal Water District
And
The City of Montebello**

This Expense Reimbursement Agreement (“Agreement”), dated May 13, 2025, is made between Central Basin Municipal Water District (the “District”) and the City of Montebello (the “City”). The District and City may be collectively referred to as “Parties” and individually as “Party.”

Recitals:

- A. Metropolitan Water District (“Metropolitan”) gives its member agencies, including the District, funds to complete water conservation projects throughout its service area. The funds are active for the duration of one fiscal year and do not roll over to the next funding period;
- B. The District seeks to fund a rainwater capture program to further water conservation;
- C. The City seeks to host a rain barrel giveaway to its residents as part of the rainwater capture program;
- D. The District desires to reimburse the City’s rain barrel giveaway with up to \$30,000 of the funds the District receives from Metropolitan for rainwater conservation.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement the Parties agree as follows:

Agreement:

1. Funding and Project Description

1.1 The District will reimburse the City up to \$30,000 for the City’s rain barrel giveaway program (“Program”) to City residents which is considered a disadvantaged community. Funding does not cover costs for labor.

1.2 This funding authorization is effective only for the designated period or until a new authorization is received and approved by the District.

1.3 The City is providing residents about 300 rain barrels, valued at approximately \$100 for each rain barrel. If the City wishes to purchase rain barrels that cost more than \$125 each, the City must receive the District’s written approval prior to purchasing rain barrels.

2. Term: This Agreement is effective as of May 13, 2025, and shall be effective until June 30, 2026.

3. Reporting

3.1 By October 30, 2025, the City will provide the District documentation including invoices, the date the invoices were paid, plans, photos, updates, distribution dates, and all other information related to the Program. In addition, an excel sheet must be provided with the following information:

- The installation address (address of the City's resident receiving the rain barrel),
- The apartment or unit if applicable,
- Rain barrel brand,
- Rain barrel model,
- Rain barrel price.

3.2 The City must notify the District of the estimated delivery date of the rain barrels and the date(s) of the distribution event(s) to allow the District to inspect the rain barrels.

3.3 The District and the City will have meetings on an as-needed basis. Within 30 days of the City completing the Program, the City will provide the District with an estimate of the water savings for the following year due to project implementation.

4. Program Timeline: The Program will begin once this Agreement is executed and Metropolitan's gives approval of Program. The Program must be completed by October 30, 2025.

5. Reimbursement

5.1 The District will reimburse the City up to \$30,000 for all rain barrels the City distributed to its residents by October 30, 2025 upon receipt of the invoices as required in section 3.1. The District will not reimburse the City for any rain barrels purchased but not distributed to residents by October 30, 2025.

5.2 Reimbursement may take up to six months after the Program completion date of October 30, 2025, due to the need for Metropolitan to review the invoices and add a credit to the District's account.

6. Miscellaneous Provisions

6.1 NOTICE: Any communication required in this Agreement shall be in writing and will be deemed received upon 48 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended, as follows:

If to City: _____ City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
Attn: Raul Alvarez

Phone: 323.887.1363 ext 350
E-mail: ralvarez@cityofmontebello.com

If to District: _____ Central Basin Municipal Water District
P.O. Box 911579,
Los Angeles, CA 90091
Attn: Elaine Jeng General Manager
Phone: (323) 270-6954
E-mail: elainej@centralbasin.org

7.

7.1 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this Agreement, or other causes beyond the reasonable control of the party obligated to perform.

7.2 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.3 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

7.4 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.5 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.6 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.7 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to District approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

7.8 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date written below, effective as of the date written above ("Effective Date").

APPROVED:

Central Basin Municipal Water District

City of Montebello

By: _____
Elaine Jeng
Interim General Manager

By: _____
Raul Alvarez
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

SECONDARY DESIGNEE

By: _____
Victor M. Ponto
Burke, Williams & Sorensen, LLP
General Counsel

By: _____
Name: _____
Position: _____

Date: _____

Date: _____



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Angelica Palmeros, Acting Assistant City Manager
Andrew Kim, Senior Management Analyst

**SUBJECT: APPROVE AGREEMENT NO. 4296 WITH LEXIPOL LLC FOR LOCAL
GOVERNMENT POLICY PLATFORM ACCESS AND
IMPLEMENTATION SERVICES**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4296 (Attachment B) with Lexipol LLC for the implementation of a Local Government Policy Platform, including full policy review and integration services; and
2. Authorize the City Manager to execute Agreement No. 4296; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The fiscal impact for the full implementation of a new local government policy platform with the review and integration of existing administrative policies and the first year's subscription is estimated at approximately \$60,000 for Fiscal Year 2025-26. The City currently uses Lexipol for Police and Fire policy manual updates and access, which is \$36,000 annually. The estimated total expense for FY 2025-26 for the new and continuing Lexipol services is \$96,000 (Attachment A).

The \$60,000 amount includes an annual subscription fee of \$14,032 for 300 additional (new) employee users, excluding Police (114 FTEs) and Fire (99.5 FTEs) personnel who already have access to Lexipol accounts. There is a one-time implementation fee of approximately \$29,970, based on an estimated review and integration of 300 pages of

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administrative policies, with the final cost subject to variation depending on the actual number of pages reviewed. To account for potential fluctuations in costs, staff is including a contingency amount of \$16,000 (i.e., \$14,032 annual subscription fee + \$29,970 implementation expenses + \$16,000 contingency = \$60,000).

The annual subscription fee will be prorated based on the implementation timeline within the fiscal year. Additionally, Lexipol is offering a limited-time promotion: if the agreement is executed in May 2025, services could begin on June 1, 2025, and the City would receive the subscription for the rest of FY 2024-25 at no cost, with the first invoice billed July 1, 2025. Therefore, there would be no fiscal impact to the FY 2024-25 budget for implementing the new services. The proposed FY 2025-26 budget will include sufficient funding for the new and ongoing services.

Additionally, the Police Department currently utilizes Lexipol for their law enforcement policy manual services, which has a fiscal impact of approximately \$12,000 annually. The Fire Department also utilizes Lexipol for their policy manual and Cordico Employee Wellness Application, which have an annual fiscal impact of approximately \$8,000 and \$16,000, respectively, for a total annual (ongoing) cost of \$36,000.

Therefore, the fiscal impact for FY 2025-26 would be approximately \$96,000 for the first year's annual subscription fee, one-time full implementation expenses and contingency, policy manual services, and employee wellness application. Lexipol has advised staff to anticipate annual fee increases of approximately four to six percent beginning FY 2026-27. Attachment A provides a breakdown of expenses for FY 2025-26, as well as ongoing estimated costs for the current services plus the new services for Fiscal Years 2026-27 through 2029-30.

The City currently utilizes Lexipol for public safety (i.e. Police and Fire) policy review and updates. Therefore, under the authority of Montebello Municipal Code Chapter 3.20.050(C) Standardization of Goods and/or Services, the City is seeking to expand the existing contracted services to provide comprehensive policy review for non-Public Safety areas through the approval and execution of Agreement No. 4296 (Attachment B). Lexipol provides constant and accurate updates for Police and Fire, and utilizing their expertise for non-public safety policy review allows for maintenance of a consistent operation already in use.

BACKGROUND/DISCUSSION:

The City is undergoing a citywide policy review, update and revision process to ensure consistency across administrative policies, compliance with federal laws, alignment with best practices, and alignment with the Montebello Municipal Code. As part of this effort, staff engaged with Lexipol, a leading provider of policy management solutions, to explore their Local Government Policy Platform.

Lexipol is launching a new platform that will allow City employees access to policy manuals, including Local Government, Police, and Fire, on a single, digital platform. Currently, the Fire and Police Departments utilize Lexipol for policy manuals, which will allow the City to standardize its policy platform.

To modernize and streamline the City's approach, staff recommend implementing Lexipol's full-service implementation, which includes a standardized base Local Government policy developed using federal laws and best practices. Lexipol's consulting team will then review all existing City administrative policies, assess compliance, and integrate necessary policies into the new system. The centralized digital platform will be accessible via desktop and mobile applications, allowing all staff to have real-time access to the most current and updated policies.

ENVIRONMENTAL:

N/A

ANALYSIS:

The implementation of Lexipol's Local Government Policy Platform offers several advantages in terms of improving policy management, ensuring legal compliance, and increasing operational efficiency. The City's current policy management system relies on physical binders and server files, which are not always up to date and are difficult to access. By transitioning to a centralized digital platform, all City employees will have real-time access to the latest policies, reducing the risk of relying on outdated versions and streamlining policy updates.

Furthermore, Lexipol's platform provides continuous legal and policy updates, ensuring the City's policies remain in compliance with federal laws and best practices. The inclusion of the policy acknowledgment feature will allow for the tracking of employee awareness and compliance through training, providing greater accountability and transparency in policy implementation. Additionally, the Daily Training Bulletins (DTBs) will provide ongoing training opportunities for staff, helping to reinforce key policies and regulations on topics such as workplace harassment, purchasing guidelines, and other administrative policies.

The review and implementation of the City's administrative policies offers long-term benefits, including enhanced consistency across departments, improved training capabilities, and easier access to policies. The transition to a digital platform with Lexipol will also eliminate the inefficiencies associated with maintaining and updating physical policy binders across departments. This centralized system will allow staff to quickly find and review policies through a searchable interface, whether on a desktop or mobile device, which is essential for ensuring that all employees have access to the most current information.

SUMMARY:

The implementation of Lexipol's Local Government Policy Platform will modernize and streamline policy access, enhance compliance, and improve training capabilities across all departments. Staff recommend the City Council authorize the City Manager to execute Agreement No. 4296 (Attachment B) with Lexipol LLC for the implementation of a Local Government Policy Platform, utilizing Chapter 3.20.050(C) Standardization of Goods

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and/or Services to procure these services from an existing vendor. There will be no fiscal impact for Fiscal Year 2024-25, and sufficient appropriations will be included in the proposed FY 2025-26 budget for the proposed new services as well as the ongoing policy and wellness application currently utilized by Police and Fire.

ATTACHMENT(S)

1. Attachment A - Schedule of Compensation
2. Attachment B - PSA 4296 Draft

Schedule of Compensation

	Administration 100-20-200-6040.10	Contingency 100-20-200-6040.10	Current Services		Estimated Expenses
			Police 100-80-815-6040.40 (Policy Manual Services)	Fire 100-85-850-6040.10 (Policy Manual Services & Wellness Application)	
FY 2025-26	\$ 44,002.00	\$ 16,000.00	\$ 12,000.00	\$ 24,000.00	\$ 96,002.00
FY 2026-27	\$ 20,140.00	\$ -	\$ 12,720.00	\$ 25,440.00	\$ 58,300.00
FY 2027-28	\$ 21,349.00	\$ -	\$ 13,453.00	\$ 26,967.00	\$ 61,769.00
FY 2028-29	\$ 22,630.00	\$ -	\$ 14,292.00	\$ 28,585.00	\$ 65,507.00
FY 2029-30	\$ 23,988.00	\$ -	\$ 15,150.00	\$ 30,300.00	\$ 69,438.00

Total Compensation Shall Not Exceed = \$351,016

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4296
WITH LEXIPOL LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 1, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and LEXIPOL (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide a local government policy platform and implementation for the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Lexipol Solutions Proposal ("Consultant's Proposal")
3. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Consultant's Proposal for a local government policy platform in the City of Montebello (02/20/2025) ("Consultant's Proposal"), 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. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide a local government policy platform as set forth fully in the Consultant's Proposal.

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c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth on page 6 of the the Consultant's Proposal. The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

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

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

SECTION 4. PERFORMANCE.

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

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

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

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

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

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

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covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

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

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

City of Montebello
Attn: 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 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

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such certificate(s).

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained

herein.

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

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

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

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello – City Manager's Office
Attn: Angelica Palmeros, Acting Assistant City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: akim@montebellocal.gov

If to Consultant: Lexipol LLC
Attn: Mary James
2611 Internet Blvd, Ste 100
Frisco, Texas 75034
1(559) 328 5815
mjames@lexipol.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]

PROFESSIONAL SERVICES AGREEMENT NO. 4296

Page 11 of 12

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

LEXIPOL LLC

Raul Alvarez, City Manager

Mary James, Senior Account Executive

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Consultant's Proposal

EXHIBIT “A”

Consultant’s Proposal



SOLUTIONS PROPOSAL

**PREPARED FOR:**

City of Montebello
Senior Management Analyst Andrew Kim
akim@montebellocity.gov
(323) 887-1200

PREPARED BY:

Mary James
mjames@lexipol.com
+15593285815

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with City of Montebello to address your unique challenges.

Scope of Services

Local Government Administration Policy Manual

Constitutionally Sound, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)

- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Full Implementation

Lexipol's Full Implementation Service is for agencies who want start-to-finish, comprehensive policy adoption assistance. This service provides agencies with guided support to work through configuring all the policies that Lexipol offers to match your agency's needs. The Professional Services Specialist will be your guide to teach the Lexipol platform, policy editing best practices, and will drive a workflow cadence to keep you on track to review and edit your full manual in under a year.

Lexipol Professional Services scope includes:

- Account and Admin account setup of the KMS Platform.
- Training and demonstration on adding users to KMS with an explanation of the user permissions process.
- Basic configuration of the manual with general text entities populated based on your agency's input into the General Information Questionnaire (GIQ) and a discovery document.
- Review of the Lexipol policy content; how to read, and how to use guide sheets and Lexipol style guide in reviewing and editing your agency's policy.
- Training on how to edit content to fit your agency, how to add agency specific content, and how to publish finished policies.
- Training in policy acknowledgement and reporting.
- Training in processing Lexipol policy updates.
- Walk through with an expert to edit all policies. Your Professional Services Specialist will help create a plan to identify any existing policy content you want to retain in your new policy or procedures manual (if purchased). Lexipol will only compare existing electronic Agency content to Lexipol policy -no other information sources or multiple cross document reviews will be supported.
- If you want assistance to pull content over to your policy or procedures manual, that service can be added to this implementation option with the additional purchase of the Content Extraction Service

Expectations of the Agency:

- Provide a dedicated & consistent resource to work with to review and make decisions on policy changes to fit your agency's needs.
 - Resources within the agency who have time to devote to editing the agency's policy on the platform.
 - Resources within the agency with general technology experience to learn how to use the platform.

- Provide an escalation contact if the project is off track of planned pace to help get the Agency side back to a productive cadence.
- 3 hours per week (minimum) for fifty weeks to meet with the Professional Services Specialist to complete training and edit policies.
 - Read and prepare outside of meetings approximately 3-5 policies per week.
- Meeting preparation to complete homework assigned in earlier meetings.
- Management of any stakeholder groups who need to review your agency's policies prior to publication

*Full Implementation Timeline: Finish within **365 days** from contract start date.*

Agency-Specific Content Extraction

An auxiliary service for agencies with existing current policy or procedures content that the agency wants to pull into a procedures manual or bring agency specific practices into their policy manual. If this service is purchased, the Professional Services Specialist will work with your agency to identify what content should be moved and will assist in moving that content into the policy manual or one or more Supplemental Publication Service (SPS) manuals. Examples of content generally supported are incorporating procedures, guidelines, general orders, training guide or a secondary policy manual into the SPS. This service is priced by the number of pages requiring review and transition into your manuals. Access to an electronic copy of your existing content and a subscription to the Supplemental Publication Service (SPS) is required.

Lexipol Professional Services scope includes:

- Providing expert advice and assistance in the identification with the agency of relevant content to transition as part of a Focused or Full Implementation process.
- Identifying what information is being pulled into which sections of the policy manual or structure the agency would like to follow for incorporating content into a SPS manual.
- Data entry and professional formatting of your agency's content into Lexipol's Knowledge Management System (KMS) up to the number of content pages purchased in the agreement.
- Walk through with the agency contact to review the imported information and make any formatting adjustments required.

Expectations of the Agency:

- Provide a dedicated & consistent resource to work with to review and make decisions on content to be retained and moved to the KMS Platform.
- Content provided must be in electronic format. Any paper versions will require the agency to use other services to convert from paper to electronic formats.
- Review of imported content and feedback provided to your Professional Services Specialist on formatting in a timely manner.
- Provide an escalation contact if the project is off track of planned pace to help get the Agency side back to a productive cadence.

Timeline: To be completed in the late stages of Focused or Full Implementation timelines.

Proposal

Prepared By: Mary James
Phone: +15593285815
Email: mjames@lexipol.com

Quote #: Q-99697-1
Date: 2/20/2025
Valid Through: 5/21/2025

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

LocalGov Policies

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 14,032.00	USD 14,032.00
	Subscription Line Items Total		USD 14,032.00
1	Local Government Administration Content Extraction	USD 3,330.00	USD 3,330.00
1	Local Government Administration Full Implementation	USD 26,640.00	USD 26,640.00
	One-Time Line Items Total		USD 29,970.00
			USD 44,002.00
LocalGov Policies TOTAL:			USD 44,002.00



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

**SUBJECT: APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3798 WITH
UNIVERSAL PROTECTION SERVICE, L.P. (DBA ALLIED UNIVERSAL
SECURITY SERVICES) FOR THE PROVISION OF JAIL SERVICES**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Professional Services Agreement No. 3798 with Allied Universal Security Services for a two-year term extension to provide Jail Services through June 30, 2027; and,
2. Increase the not-to-exceed amount of the agreement to \$528,500 for Fiscal Year 2025-26 and \$554,900 for Fiscal Year 2026-27; and
3. Authorize the City Manager to execute the amendment; and,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Amendment No. 2 to Professional Services Agreement No. 3798 with Allied Universal Security Services to provide jail services for the City of Montebello increases the not to exceed amount for Fiscal Year 2025-26 to \$528,500, and for FY 2026-27 to \$554,900. The recommended actions will also extend the term of the agreement through June 30, 2027. The proposed FY 2025-26 budget will be adjusted to reflect the increase in estimated annual jail services expenses to \$528,500.

BACKGROUND/DISCUSSION:

The City of Montebello and the Montebello Police Department executed Professional

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

Page 2 of 2

Services Agreement No. 3798 on September 1, 2020, with G4S Secure Solutions for Jail Services. On April 5, 2021, Universal Protection Service, LP DBA Allied Universal Security Services, acquired G4S Secure Solutions as of April 5, 2021. Amendment No. 1 to Agreement No. 3798 extended the term through June 30, 2025.

The Montebello Police Department is satisfied with the jail services provided by Allied Universal Security Services. Allied Universal Security Services has been responsive to any questions or concerns posed by police department personnel. Therefore, staff recommend approval of Amendment No. 2 (Attachment A), which will extend the term of the agreement through June 30, 2027. Amendment No. 2 also updates the entity name throughout the agreement to reflect Allied Universal Security Services to properly document their acquisition of G4S Secure Solutions in 2021. The not-to-exceed amounts for FY 2025-26 and FY 2026-26 are also updated and documented in Amendment No. 2 (Attachment A, Exhibit A).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The recommended actions will approve Amendment No. 2 to Professional Services Agreement No. 3798 with Allied Universal Security Services for a two-year term extension to provide jail services through June 30, 2027; and Increase the not-to-exceed amount of the agreement to \$528,500 for Fiscal Year 2025-26 and \$554,900 for Fiscal Year 2026-27; and authorize the City Manager to execute Amendment No. 2.

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement No. 3798
2. Attachment B – Amendment No. 2 to Agreement No. 3798

CITY OF MONTEBELLO

**AMENDMENT NO. 1 TO AGREEMENT NO. 3798
WITH G4S SECURE SOLUTIONS (USA), INC.
(ACQUIRED BY ALLIED UNIVERSAL)**

This Amendment No. 1 to the Agreement No. 3798 ("Amendment No. 1"), is made and entered into this November 8, 2023, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Allied Universal, which has acquired G4S Secure Solutions ("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 security services, dated September 1, 2020 ("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 document the acquisition of G4S Secure Solutions by Allied Universal on April 5, 2021, and to exercise the first of the provided two (2) year term extension set forth in Section 13 of the Agreement; and

WHEREAS, the Contractor has provided updated rate schedules, attached hereto and incorporated into the Agreement by this Amendment; and

WHEREAS, for the reasons set forth herein, the City and Contractor 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. The Agreement shall be amended throughout to change the party name of "G4S" name to "Allied Universal."

SECTION 2. Section 13(a) of the Agreement shall be amended as follows:

"The term of this Agreement shall continue in effect until June 30, 2025, ("Expiration Date") unless terminated earlier per the terms herein. Customer may exercise an option to extend the Agreement for one (1) two (2) year term only if (a) written request for an extension is submitted 60 days before the Expiration Date, and (b) written approval is mutually executed by both parties on or before the Expiration Date."

AMENDMENT NO. 1 TO AGREEMENT NO. 3798

Page 2 of 4

SECTION 3. Section 19 of the Agreement for notice to G4S shall be amended as follows:

To Allied Universal:

Richard Dirmandzhyan
General Manager
Allied Universal
535 N Brand Blvd. Suite 101 | Glendale, CA 91203
C: 951-201-2566 | Richard.Dirmandzhyan@aus.com

SECTION 4. The Agreement shall be amended to include the updated rate schedules attached to this Amendment as Exhibit "A".

SECTION 5. 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. 3798

Page 3 of 4

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

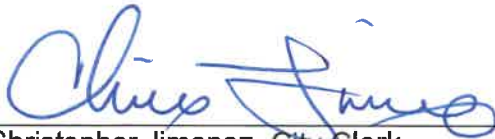
("CONTRACTOR")

ALLIED UNIVERSAL


Richard Dirmandzhyan (Oct 30, 2023 15:24 PDT)

Richard Dirmandzhyan
General Manager

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

AMENDMENT NO. 1 TO AGREEMENT NO. 3798

Page 4 of 4

**EXHIBIT A
UPDATED RATE SCHEDULES**

Montebello Police Department

Allied Universal Custody Officer Rate Schedule (July 1, 2023 - June 30, 2024)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	Hourly Bill Rate	OT/Holiday Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor (1 FTE - Exempt)	40	\$ 34.65	\$ 59.89	\$ 89.84	\$ 10,409.23	\$ 124,910.76
Custody Officers	192	\$ 21.00	\$ 37.80	\$ 56.70	\$ 31,534.27	\$ 378,411.26
	232				\$ 41,943.50	\$ 503,322.02

Grand Totals \$ 41,943.50 \$ 503,322.02

Allied Universal Custody Officer Rate Schedule (July 1, 2024 - June 30, 2025)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	Hourly Bill Rate	OT/Holiday Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor (1 FTE - Exempt)	40	\$ 36.38	\$ 62.89	\$ 94.33	\$ 10,929.69	\$ 131,156.29
Custody Officers	192	\$ 22.05	\$ 39.69	\$ 59.54	\$ 33,110.99	\$ 397,331.83
	232				\$ 44,040.68	\$ 528,488.12

Grand Totals \$ 44,040.68 \$ 528,488.12

Amend No. 1 to Agr. 3798 - AUS (formerly G4S) (Final - v3 w Ex A)

Final Audit Report

2023-10-30

Created:	2023-10-30
By:	Micah Herd (mherd@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvqV5L0mywLzFUpKxMNbR4E_smDpMgD_M

"Amend No. 1 to Agr. 3798 - AUS (formerly G4S)(Final - v3 w Ex A)" History

-  Document created by Micah Herd (mherd@montebelloca.gov)
2023-10-30 - 9:59:37 PM GMT
-  Document emailed to Richard Dirmandzhyan (richard.dirmandzhyan@aus.com) for signature
2023-10-30 - 10:00:56 PM GMT
-  Email viewed by Richard Dirmandzhyan (richard.dirmandzhyan@aus.com)
2023-10-30 - 10:19:06 PM GMT
-  Document e-signed by Richard Dirmandzhyan (richard.dirmandzhyan@aus.com)
Signature Date: 2023-10-30 - 10:24:46 PM GMT - Time Source: server
-  Agreement completed.
2023-10-30 - 10:24:46 PM GMT



AMENDMENT NO. 2 TO AGREEMENT NO. 3798

Page 1 of 4

CITY OF MONTEBELLO

**AMENDMENT NO. 2 TO AGREEMENT NO. 3798
WITH G4S SECURE SOLUTIONS (USA), INC.
(ACQUIRED BY UNIVERSAL PROTECTION SERVICE, LP D/B/A
ALLIED UNIVERSAL SECURITY SERVICES)**

This Amendment No. 2 to the Agreement No. 3798 ("Amendment No. 2"), is made and entered into this, _____, 2025 ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Universal Protection Service, L.P. d/b/a Allied Universal Security Services, which acquired G4S Secure Solutions on April 5, 2021 ("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 security services, dated September 1, 2020 ("Agreement"); and

WHEREAS, the City awarded the Agreement to the Contractor based on their qualification, subsequent to a competitive selection process; and

WHEREAS, the Parties have also entered into that certain Amendment No. 1 to the Agreement dated November 8, 2023 ("Amendment No. 1"), which extended the term of the Agreement until June 30, 2025; and

WHEREAS, the Parties have also entered into that certain Amendment No. 1 to the Agreement to document the acquisition of G4S Secure Solutions by Allied Universal on April 5, 2021; and

WHEREAS, the introduction paragraph of Amendment No. 1 to the Agreement mistakenly reads Allied Universal acquired G4S Secure Solutions; and

WHEREAS, through this Amendment No. 2 the Parties desire to correct the entity name from "Allied Universal" to "Universal Protection Services, L.P. d/b/a Allied Universal Security Services"; and

WHEREAS, the City and Contractor desire to exercise the second of the provided two (2) year term extensions set forth in Section 13 of the Agreement; and

WHEREAS, the Contractor has provided updated rate schedules, attached hereto as Exhibit "A" and incorporated into the Agreement by this Amendment No. 2; and

WHEREAS, for the reasons set forth herein, the City and Contractor 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. The Agreement shall be amended throughout to correct the party name of "Allied Universal" to "Universal Protection Service, L.P. d/b/a Allied Universal Security Services."

AMENDMENT NO. 2 TO AGREEMENT NO. 3798

Page 2 of 4

SECTION 2. Section 13(a) of the Agreement shall be amended as follows:

"The term of this Agreement shall continue in effect until June 30, 2027, ("Expiration Date") unless terminated earlier per the terms herein. The Parties acknowledge that the second and final extension term is now in effect.

SECTION 3. The Agreement shall be amended to include the updated rate schedules attached to this Amendment No. 2 as Exhibit "A".

SECTION 4. 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. 3798

Page 3 of 4

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")

**UNIVERSAL PROTECTION SERVICE, LP d/b/a
Allied Universal Security Services**

Raul Alvarez
City Manager

Richard Dirmandzhyan
General Manager

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

Exhibits:

Exhibit A - Updated Rate Schedule

AMENDMENT NO. 2 TO AGREEMENT NO. 3798

Page 4 of 4

**EXHIBIT A
UPDATED RATE SCHEDULES**

City of Montebello, Police Department

Allied Universal Custody Officer Rate Schedule (July 1, 2025 - June 30, 2026)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	Hourly Bill Rate	OT/Holiday Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor (1 FTE - Exempt)	40	\$ 38.38	\$ 62.89	\$ 94.33	\$ 10,929.69	\$ 131,156.29
Custody Officers	192	\$ 23.05	\$ 39.69	\$ 59.54	\$ 33,110.99	\$ 397,331.83
	232				\$ 44,040.68	\$ 528,488.12

Grand Totals \$ 44,040.68 \$ 528,488.12**Allied Universal Custody Officer Rate Schedule (July 1, 2026 - June 30, 2027)**

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	Hourly Bill Rate	OT/Holiday Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor (1 FTE - Exempt)	40	\$ 39.38	\$ 66.03	\$ 99.05	\$ 11,476.18	\$ 137,714.11
Custody Officers	192	\$ 24.05	\$ 41.67	\$ 62.51	\$ 34,766.53	\$ 417,198.42
	232				\$ 46,242.71	\$ 554,912.53

Grand Totals \$ 46,242.71 \$ 554,912.53



ITEM # 16

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4323 FOR
THE WASHINGTON CORRIDOR TRANSIT-ORIENTED
COMMUNITIES/MULTIMODAL CONNECTIVITY SPECIFIC PLAN
CONSULTING SERVICES TO THE ARROYO GROUP**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4323 to The Arroyo Group for the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan Consulting Services based on proposals received and evaluation ratings conducted pursuant to Request for Proposal (RFP) No. 25-08; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$442,650 in Account No. 253-50-593-6040.95 (Sustainable Transportation Planning, Community Development, Other Professional Services [expenditures]) and \$442,650 in Account No. 253-99-4198.17 (Sustainable Transportation Planning, Miscellaneous Grants - Sustainable Transportation Planning ([revenue])); and
3. Authorize the City Manager to execute all required documents related to the Professional Services Agreement between the City of Montebello and The Arroyo Group, in a form approved by the City Attorney's office; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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The City of Montebello was awarded \$442,650 through the Caltrans Sustainable Transportation Planning Grant Program. The grant award was formally accepted at the August 28, 2024 regular City Council meeting.

The grant requires a local match totaling \$57,350, which represents 11.47% of the total project cost. The total approved project budget is \$500,000, which will fund consulting services for the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan. Accepting the grant award requires amending the Fiscal Year 2024-25 budget by increasing appropriations by \$442,650 in Account No. 253-50-593-6040.95 (Sustainable Transportation Planning, Community Development, Other Professional Services [expenditures]) and \$442,650 in Account No. 253-99-4198.17 (Sustainable Transportation Planning, Miscellaneous Grants - Sustainable Transportation Planning ([revenue]))/

This amount will cover the reimbursable portion of the project costs funded by the grant. The grant operates on a reimbursement basis, meaning the City will incur eligible expenses and submit them to Caltrans for reimbursement in accordance with the grant terms and timeline outlined in the award letter and application. The City has sufficient funds available to meet the local match requirement.

BACKGROUND/DISCUSSION:

In October 2023, the California Department of Transportation (“Caltrans”) opened the application period for its Fiscal Year 2024-25 Sustainable Communities Planning Grant Program. The City of Montebello, in collaboration with LA Metro through its Transit Oriented Communities Technical Assistant Program, submitted an application in January 2024 for funding to support the development of the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan.

In July 2024, Caltrans notified the City that it had been awarded \$442,650 in grant funding, with the City providing a required local match of \$57,350 (11.47%), for a total project budget of \$500,000. The grant supports comprehensive planning efforts that further the State’s goals for greenhouse gas reduction, sustainable land use, and equitable transportation access.

On August 28, 2024, the City Council approved Resolution No. 24-66 authorizing the receipt of the California Department of Transportation (“CalTrans”) Sustainable Transportation Planning Grant Award related to the City’s Transit-Oriented Communities/Multimodal Connectivity Specific Plan and authorized the City Manager to execute an agreement with Caltrans related to the Grant Award.

On January 22, 2025, the City Council authorized the issuance of a Request for Proposals (“RFP”) No. 25-08 for the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan Consulting Services. The plan will guide transit-oriented development and connectivity improvements in the

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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Washington/Greenwood area, which will be the future home to the Metro Eastside Light Rail Station.

The RFP closed on March 17, 2025, and the City received five (5) proposals in response to RFP No. 25-08. The five proposals were evaluated based on criteria included in the RFP, including qualifications and experience, reputation (references/samples), and proposed fees for service. The Evaluation Committee, consisting of three staff members from the Planning and Community Development Department, thoroughly reviewed all proposals as prescribed in the RFP between April 7-10, 2025. The maximum points prescribed in the evaluation criteria for each rater totaled 100 points (Qualifications and Experience – 65 maximum points; Reputation – References/Samples – 15 maximum points; and Proposed Fees for Services – 20 maximum points). Collectively, the maximum points available for each proposal total 300 points when combining the available points from each member of the Evaluation Committee.

Based on the review and evaluation of all five proposals, the scoring resulted in the following ranking:

THE PROPOSALS RECEIVED	TOTAL SCORE
The Arroyo Group	292
Rangwala Associates	286
PlaceWorks	282
RPM Design Group	277
Kimley-Horn and Associates, Inc.	271

Following the initial scoring of written proposals, the top three (3) firms – The Arroyo Group, Rangwala Associates, and PlaceWorks – were invited to participate in interviews held April 16–17, 2025. The Interview Committee, consisting of the same three staff members from the original RFP Evaluation Committee, assessed each firm based on a separate 100-point scale using the following interview evaluation criteria:

- Understanding of, and recommended approach to the project, including TOD zoning, multimodal connectivity, engaging city participants, implementation strategies, and proposed schedule (34 points maximum);
- Specific roles, knowledge, expertise, and experience of proposed staff, including coordination with City staff and ensuring Caltrans grant compliance (33 points maximum); and
- Demonstration of relevant experience, including community engagement, Caltrans-funded projects, and similar Specific Plans (33 points maximum).

Each committee member scored independently, for a maximum possible combined score of 300 points per firm. The final interview rankings, based on cumulative scores, are provided below:

INTERVIEWEES	TOTAL SCORE
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The Arroyo Group	281
Rangwala Associates	270
PlaceWorks	265

Based on this process, The Arroyo Group emerged as the top-ranked firm following both the proposal and interview phases, demonstrating the strongest qualifications, understanding of the project scope, and experience with Caltrans-funded planning efforts.

ENVIRONMENTAL:

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

ANALYSIS:

After securing grant funding from Caltrans and completing City Council authorization to proceed, staff initiated the RFP process to identify a qualified consultant to lead the preparation of the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan. The intent of this effort is to provide long-range guidance for equitable, transit-supportive development near the future Metro Eastside Light Rail Station and surrounding neighborhoods, while improving the City's ability to coordinate land use, transportation, and infrastructure planning within a cohesive framework.

After a thorough evaluation of submitted proposals and in-person interviews with the three top-scoring qualified firms, The Arroyo Group was selected based on their strong qualifications, extensive experience with Caltrans-funded planning efforts, and a clear understanding of Montebello's objectives for equitable growth, mobility, and transit-oriented development. Their proposal received the highest score among five submissions, and their interview performance further demonstrated their readiness to manage the project effectively in close coordination with City staff.

Awarding this agreement will enable the City to move forward with a critical planning initiative that supports sustainable development, improves mobility options, and prepares the City of Montebello to leverage future transit investments. The Arroyo Group will work under the direction of the Planning and Community Development Department and in coordination with Caltrans to ensure the timely delivery of grant-funded tasks through June 2027.

SUMMARY:

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Staff recommends awarding Professional Services Agreement No. 4323 to The Arroyo Group for consulting services related to the preparation of the Washington Corridor Transit-Oriented Communities / Multimodal Connectivity Specific Plan. The Arroyo Group was the highest-ranked firm following a competitive RFP and interview process, demonstrating the strongest alignment with City goals, technical expertise, and experience with Caltrans-funded planning initiatives. Execution of this agreement will advance the City's efforts to promote sustainable, equitable, and transit-supportive development in the Washington Corridor.

The project is supported by a \$442,650 Caltrans Sustainable Communities Planning Grant, with the City providing a required local match of \$57,350 (11.47%), which may be fulfilled in increments over the course of the contract. The recommended actions require amending the Fiscal Year 2024-25 budget by increasing appropriations by \$442,650 in Account No. 253-50-593-6040.95 (Sustainable Transportation Planning, Community Development, Other Professional Services [expenditures]) and \$442,650 in Account No. 253-99-4198.17 (Sustainable Transportation Planning, Miscellaneous Grants - Sustainable Transportation Planning ([revenue])).

ATTACHMENT(S)

1. Attachment A - Professional Services Agreement No. 4323 (with attachments)
2. Attachment B - Resolution No. 24-66 - Sustainable Transportation Planning Grant
3. Attachment C- Award Letter - Updated Specific Conditions

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4323
WITH THE ARROYO GROUP.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 28, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and THE ARROYO GROUP (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to prepare the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 25-08
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for No. 25-08 for the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan Consulting Services in the City of Montebello issued January 23, 2025 ("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

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shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan Consulting services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire June 30, 2027, 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

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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

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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 CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits,

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$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)

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immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: TJacobs-Strange@montebelloca.gov

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

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

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

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

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

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or

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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

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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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SECTION 22. NOTICE.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4323

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")

("CONSULTANT")

CITY OF MONTEBELLO

THE ARROYO GROUP

Raul Alvarez, City Manager

Philip Burns, Principal and President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement
- Exhibit D – Caltrans LAPM Exhibit 10-R

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal



CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 08

Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan Consulting Services

Release Date: Thursday, January 23, 2025

Questions Due: Tuesday, February 11, 2025, at 11 a.m. PST

Due Date: Monday, February 24, 2025, at 11 a.m. PST

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

January 23, 2025

PROJECT

City of Montebello/Washington Corridor Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan

PROPOSAL OWNER

City of Montebello – Department of Planning/Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joseph A. Palombi, Director of Planning/Community Development
Contact Phone: (323) 887-1200
Contact E-Mail: jpalombi@montebellocity.gov

PROPOSAL CONTACT

City of Montebello – Department of Planning/Community Development
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joseph A. Palombi, Director of Planning/Community Development
Contact Phone: (323) 887-1200
Contact E-Mail: jpalombi@montebellocity.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Tuesday, February 11, 2025, at 11:00 a.m. PST. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References

1.0 Notice Inviting Proposals

The City of Montebello seeks proposals from highly qualified Consultants to prepare comprehensive planning documents (i.e., the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan) that address future land use development, establish zoning regulations, design guidelines/standards, and enhance multimodal transportation access, address connectivity challenges, and infrastructure gaps for the disadvantaged community surrounding the Washington Blvd./Greenwood Ave. area (future home to the Metro Eastside Light Rail Station) as well as the Washington corridor within the City based on the specifications, terms, and conditions identified in this RFP. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Tuesday, February 11, 2025, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Monday, February 24, 2025, at 11:00 a.m. PST.**

Responses will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites prospective Consultants to submit a proposal to provide professional consulting services in creating and developing a Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan. This plan will establish zoning regulations, design guidelines/standards, address connectivity challenges, infrastructure gaps, and enhance multimodal transportation access to key destination areas within the City.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- | | |
|-------------------------------------|---|
| • Release RFP | Thursday, January 23, 2025 |
| • Online Q&A Deadline | Tuesday, February 11, 2025, 11 a.m. PST |
| • Deadline to Submit Responses | Monday, February 24, 2025, at 11 a.m. PST |
| • City Review of Submissions | Early March 2025 |
| • Interviews (Optional) | Early March 2025 |
| • Notifications Sent to Consultants | March/April 2025 |
| • Award | March/April 2025 |

4.0 Purpose

The purpose of this solicitation is to identify a highly qualified Consultant to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. The Washington Corridor Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan will integrate innovative transit-oriented development strategies and multimodal connectivity solutions to create a safer, more livable, and environmentally sustainable community.

The plan will support the City's efforts to prepare for the Metro Eastside Light Rail Station in the Washington/Greenwood community and ensure seamless connections to employment centers, schools, and essential services across the region.

The proposed plan will focus on establishing zoning regulations, design standards/guidelines, enhancing multimodal transportation access to key destinations such as transit stations, retail and commercial centers, schools, parks, and recreation facilities, while also improving safety, housing opportunities, and active transportation infrastructure for residents.

The project is funded (in part) by a Sustainable Communities Grant (“Grant”) from the California Department of Transportation (“Caltrans”), and all activities are subject to the pertinent regulations under the Caltrans Local Assistance Procedures Manual, the Grant application guide, the Regional Planning Handbook, and the Caltrans Grant Agreement.

5.0 Scope of Work/Services

The selected consultant will be responsible for providing comprehensive services to create the TOC/MC Specific Plan. The scope of work includes the following tasks:

A. Project Management and Coordination

- Develop a Project Management Plan (PMP): Create a detailed plan outlining task milestone, schedules, quality assurance/quality control procedures, and coordination mechanisms.
- Regular Progress Meetings: Facilitate bi-weekly progress meetings with City staff, Caltrans representatives, and stakeholders to monitor project objectives and schedules.
- Grant Compliance: Ensure compliance with all applicable Caltrans regulations, the Caltrans Restricted Grant Agreement (RGA), and maintain accurate project documentation.

B. Data Collection and Analysis

- Conduct a comprehensive assessment of existing transportation infrastructure, identifying deficiencies in multimodal connectivity, safety hazards, and opportunities for improvement.
- Analyze traffic patterns, pedestrian/bicycle usage, transit operations, and access to housing and community facilities.
- Review policies, zoning codes, and land use plans to identify barriers and opportunities for transit-oriented development (TOD).

C. Stakeholder and Community Engagement

- Develop a comprehensive Community Engagement Plan, ensuring inclusive outreach to disadvantaged and underrepresented groups.
- Organize public workshops, surveys, and focus groups to gather diverse input on transportation challenges and community priorities.
- Engage stakeholders, including local businesses, schools, neighborhood organizations, and transit agencies, to build consensus and refine project goals.

D. Development of the TOC/MC Specific Plan

- Propose Multimodal Connectivity Improvements: Design solutions for pedestrian, bicycle, transit, and vehicular infrastructure that improve accessibility and safety.
- Policy and Zoning Recommendations: Establish a specific plan with proposed land use regulations, design standards/guidelines, for integration into the Montebello Municipal Code with a focus on transit-oriented development principles and planning policies.
- Implementation Strategy: Prepare a phased implementation plan, including short-, medium-, and long-term actions, cost estimates, funding strategies, and measurable performance indicators.

E. Final Deliverables

- Washington Corridor Transit-Oriented Communities/Multimodal Connectivity (TOC/MC) Specific Plan Document: A comprehensive, visually appealing plan containing land use regulations, design standards/guidelines, maps, policy recommendations, and implementation strategies.
- Community Engagement Summary Report: Documentation of community/stakeholder feedback and public input.
- Progress Reports: Periodic updates on project milestones, including data analyses, draft plans, and stakeholder meeting summaries.
- Presentations to and adoption by the decision-making bodies including the Planning Commission and City Council.

6.0 Consultant Qualifications

The selected consultant must have the following minimum qualifications:

A. Professional Expertise

- Extensive experience in developing specific plan documents with a focus on multimodal transportation plans, transit-oriented development strategies, and sustainable urban design.
- Familiarity with state and regional transportation policies, including compliance with the California Environmental Quality Act (CEQA) and the Caltrans Local Assistance Procedures Manual.

B. Required Licenses and Certifications

- Certified Transportation Planner (AICP-CTP) or equivalent.
- Licensed Civil Engineer (P.E.) specializing in transportation planning or urban design.

C. Grant Management Experience

- Proven ability to manage projects funded by state or federal grants, including compliance with invoicing, reporting, and auditing requirements.

D. Portfolio and Past Performance

- A portfolio of at least three (3) completed projects in the last five (5) years, demonstrating expertise in transit-oriented development and multimodal connectivity.
- Examples should include details on project scope, budget, key deliverables, and client references.

E. Team Capacity and Technological Competence

- A team with expertise in transportation planning, stakeholder engagement, architecture, including landscape architecture, and data analysis.
- Proficiency in GIS mapping, transportation modeling tools, and visualization software.

Availability of key personnel for the entire project duration.

Background Check

Consultant representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:
 - i. Qualifications as they relate to this project - 65%
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - f. Interview, if required
 - ii. Reputation for integrity and competence – 15%
 - a. Positive Reference Checks
 - b. Work Samples

- iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
Michael Solorza, Director of Finance
City of Montebello
Attn: Department of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebellocity.gov

- B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal deadline/due date must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.

Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state

the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The project is funded through a Sustainable Communities Grants from Caltrans which requires compliance with certain federal regulations. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically
- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

16.0 Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

18.0 Disclosure of Information

- A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Consultant and Consultant representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – References

WASHINGTON CORRIDOR TRANSIT-ORIENTED COMMUNITIES/MULTIMODAL CONNECTIVITY SPECIFIC PLAN



The Arroyo Group Planning
Kittelson & Associates, Transportation
Kosmont, Economics
Sherwood Design Engineers, Infrastructure
Active SGV, Community Outreach
Rincon, Environmental



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LETTER OF INTEREST

A

March 17, 2025

PLANNERS, URBAN DESIGNERS & ARCHITECTS

Joseph Palombi
Director of Planning and Community Development
City of Montebello
10600 West Beverly Boulevard
Montebello, CA 90640

Dear Mr. Palombi and Members of the Selection Committee:

On behalf of our team, The Arroyo Group is pleased to submit this proposal to the City of Montebello for preparation of a Transit-Oriented Communities/Multimodal Connectivity Specific Plan for the area surrounding the future Washington/Greenwood Metro E Line station. Our team consists of:

- **The Arroyo Group**, Planning and Urban Design
- **Kittleson**, Transportation
- **Kosmont**, Economics
- **Sherwood Design Engineers**, Civil Engineering
- **Active SGV**, Community Engagement
- **Rincon**, Environmental Analysis



40 E. Colorado Blvd.

We believe you should select our team because:

1. Our team has an unparalleled track record preparing Specific Plans for and revitalization of transit-oriented and underinvested areas, especially in the Gateway Cities subregion.
2. We are very familiar with the City as a result of Kittleson and Rincon's experience on the City's recent General Plan, the Bicycle Master Plan and other efforts.
3. We are committed to a thorough and collaborative approach in transforming Washington Boulevard into a multimodal corridor. Our work will include transportation and right-of-way analysis, first/last mile planning, Metro coordination, and the development of a corridor conceptual design, streetscape standards, and renderings to clearly convey the vision.
4. We will reach the community effectively through an appealing and grassroots community engagement effort led by Active SGV.

SUITE E

PASADENA

CALIFORNIA

91105

We anticipate completing the Administrative Draft Specific Plan within approximately one year of contract execution, leaving the remainder of the grant period available for public review, hearings and environmental analysis. Our team possesses sufficient availability of time, resources and personnel to complete the project within this period. Additionally, we confirm that The Arroyo Group, project lead Philip Burns, and key subconsultant staff will be available for the duration of the project.

VOICE 626 795.9771

FAX 626 584.0519

We thank you very much for your attention to this proposal. Please do not hesitate to reach out should you have any questions or seek to schedule an interview.

Most respectfully,

Philip Burns, AICP
Principal and President
phil@arroyogroup.com
(323)382-2402

The Arroyo Group Team

1

PROJECT UNDERSTANDING AND APPROACH B

As the terminus for the Metro E Line Eastside Extension Phase 2 initial operating segment, Montebello's Washington/Greenwood Station Area is an important location to encourage first/last mile connectivity, affordable housing and other aspects of transit-oriented communities. Our approach to planning for this area is derived from the unique aspects of the place – in particular, the significant challenges that the area presents for reaching the vision of a vibrant, walkable and bikeable corridor with mixed-use development envisioned in the General Plan.

Understanding the Challenges

The most significant challenges for the project will likely revolve around the Washington Boulevard street right-of-way. The street is a truck route and carries high truck volumes servicing a significant industrial cluster in Montebello, Pico Rivera and Commerce. Sidewalks are for the most part 5-8 feet wide, placing pedestrians in very close proximity to the noise, vibrations and turning radii of the trucks on the street, posing accessibility barriers, and foreclosing the opportunity to add trees. Bicycle facilities are nonexistent. As a result, there are concentrations of pedestrian and cyclist-involved crashes at several intersections along the corridor.

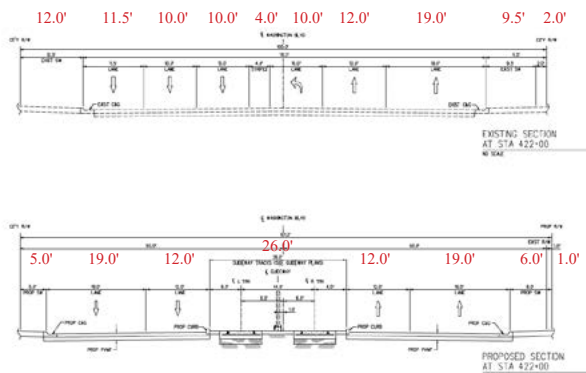


High truck volumes adjacent to narrow sidewalks

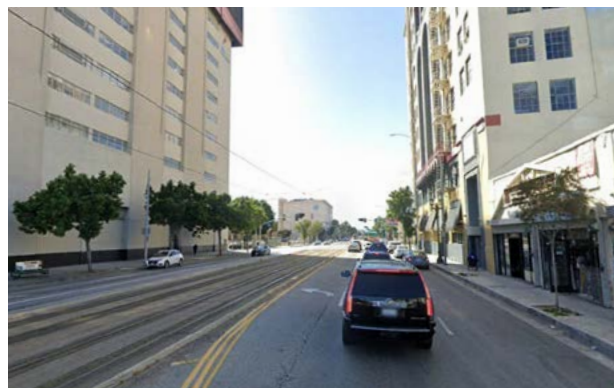


Lack of bicycle facilities

In its conceptual design documentation, Metro has proposed replacing the middle two travel lanes along the corridor with at-grade light rail tracks. Sidewalks remain between five and eight feet wide, and separated bicycle lanes as recommended by the Bicycle Master Plan are nowhere to be found. The proposed cross-section is similar to the cross-section of Washington Boulevard between Flower Street and Long Beach Avenue in the City of Los Angeles. This stretch is one of the best-connected areas in the region, served by three A Line and one E Line stops. Yet rail on this segment has failed to create a pleasant environment suitable for the kind of busy, livable and attractive community promised by transit accessibility, primarily due to the narrow sidewalks, the busy traffic lanes immediately adjacent to them, and the buildings very close to the street edge which have to in turn close themselves off from the street environment.



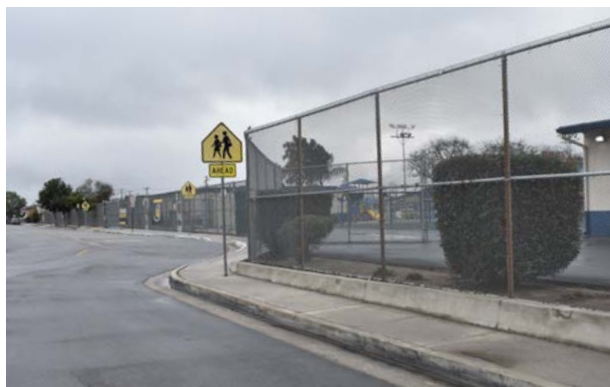
E Washington Blvd - Existing and Proposed Sections



Comparison Section on Washington Blvd - A Line

B. PROJECT UNDERSTANDING AND APPROACH

There are no easy solutions to avoid a similar situation in Montebello. Right-of-way expansion is one, but would likely occur in a piecemeal fashion as redevelopment proceeds. Or operating within current constraints, opportunities for spot improvements might be found, or, optimistically, trucks might be able to be rerouted south to Telegraph Road (see p. 7 for an example of how we did this in Vernon). A final approach, at least for bicycle access, is to make use of parallel streets such as Jacmar Drive and Frankel Avenue. These streets connect to the neighborhood's park, library and elementary school, although they lack regional connectivity.



Connection opportunity to elementary school



Connection opportunity to local park

The other major challenge for the Specific Plan is the lack of recent investment in the area, reflecting a less desirable location for development and real estate investment in general. While this can help existing residents afford to stay in place, it also reflects the fact that significant changes in the market will be required before new development can pencil. Changing zoning will help remove barriers but likely not be enough to stimulate new development. The disadvantaged community may also limit the development area's demographics of affordable housing, as current funding programs strongly prioritize higher-opportunity areas for new publicly-subsidized affordable housing development.



Lack of investment in the area



Shallow sites pose constraints

A third challenge for the area is the need for a land use concept that acknowledges the large-scale industrial nature of the western half of the plan area and the commercial and residential nature of the eastern half.

Finally, we understand that the Specific Plan area, like most disadvantaged communities, suffers from low participation in civic affairs. Further, the recent crackdown on immigration is likely to discourage some members of the community from participating in government-led processes. Without strong participation, it will be hard to craft a Specific Plan which responds to the values, knowledge, ideas and needs of the population.

Responding to the Challenges

Our approach seeks to tackle these challenges head-on. With unparalleled experience in the Gateway Cities region and in disadvantaged, bilingual communities, we are best positioned to provide creative solutions to the challenges of this Specific Plan. Some of the ways in which we have solved problems like these in the past include:

- Redesigning and re-signaling an underutilized roadway to serve as an alternate truck route, allowing for the current truck route to become a complete street (Vernon)
- Creating once-a-block sidewalk “garden rooms” to provide shade and seating in an otherwise constrained corridor (South Gate Tweedy Boulevard)
- Setting up catalytic development projects which widen right-of-way and permit appropriate, walkable sidewalks (Inglewood Crenshaw/Imperial, Norwalk Heart of Norwalk)
- Engaging Active SGV as a bridge between the community and consultant team (Metro First/Last Mile Plan)

Some of the key features of our approach include:

Comprehensive Plan for Complete Streets and Multimodal Mobility: Because of the intense challenges surrounding transportation and the design of the street network, we are investing significant energy on the mobility and public realm aspects of the plan, with significant contributions from Kittleson, Active SGV, Sherwood Design Engineers and The Arroyo Group. Our transportation approach will build off of recent planning efforts which Kittleson was a part of, including the General Plan, which envisions Washington Boulevard as a transit boulevard with accessible sidewalks and connected bikeways, the Bicycle Master Plan, which identifies opportunities for quality bicycle facilities along and around the boulevard, and the Safe Travel Plan, which identifies safety countermeasures for individual intersections. It will then take the leap to the creation of a forward-thinking and visionary transportation system, including multimodal streets (serving even trucks), all ages and abilities networks, transit stop amenities and access, mobility hubs, and multimodal parking infrastructure.

Illustrative Master Plan: We will also be developing an illustrative master plan for the area which includes a 10% level conceptual design for Washington Boulevard. The master plan, incorporating the public and private realms, will assist community members in visualizing the future of their community. Doing the corridor conceptual design will force our team to flesh out our recommendations, coordinate with Metro and verify feasibility.

Tools to Encourage Investment: Preparing a robust implementation and financing strategy led by Kosmont Companies. New resources will be needed to stimulate development and human-centered infrastructure in the Specific Plan area. Kosmont Companies has been recognized as a leader in economic development and financing tools to help the City, Metro and other agencies bring resources to bear.

Grant Competitiveness: Many of these outside resources are likely to come through grants. As such, we have a team that is experienced in identifying competitive projects and grant sources, including Sherwood Design Engineers for water and open space grants, Kittleson for transportation, Kosmont for a variety of programs, and The Arroyo Group for affordable housing.

Grassroots Engagement: We are proposing a unique community engagement approach with Active SGV. As a community-based organization, Active SGV possesses valuable networks and relationships in Montebello, as well as an active and heavily-followed social media presence. They have a strong track record engaging people who would otherwise not participate in City events, including those with low trust in government, by visiting them where they are and organizing attractive and fun events. The grassroots engagement enabled through their participation will enable us to identify the community’s true needs, thus defining success in ways that may vary from the traditional transit-oriented development model.

About The Arroyo Group

The Arroyo Group is a 47 year-old Southern California professional planning and urban design firm that balances diverse interests and inspired design with economic realities. We design revitalized downtowns, dynamic districts, livable neighborhoods and inviting public spaces that build on the unique physical attributes of a community as well as its distinctive identity and character. Throughout our body of work:

- We foster and sustain a sense of place
- We plan and design vital environments
- We accelerate the development of affordable and mixed-income housing

Kittelson & Associates has provided transportation engineering, planning, and research services to public agencies and private organizations since 1985. Kittelson is nationally recognized for a forward-looking and pragmatic approach to sustainable mobility that reimagines transportation systems in support of healthy, economically vibrant, and sustainable communities while leveraging transformative technological changes.

Kosmont, a certified Minority Business Enterprise (“MBE”) and certified Small Business Enterprise (“SBE”), is a real estate and economic development services firm offering a full range of real estate and financial advisory, economic development strategies/plans, retail/business strategies, project finance, transaction structuring, negotiations, market analysis, feasibility studies, special district analysis, community outreach/project implementation services for both the public and private sectors.

Sherwood Design Engineers is a civil engineering firm that has worked with The Arroyo Group on Specific Plans and other rezoning efforts for many years. Sherwood specializes in infrastructure for environmentally sustainable districts.

Active SGV was formed in 2010 by a group of San Gabriel Valley residents, public health professionals, and community leaders brought together by the need to address unmet and critical public health needs in east Los Angeles County: the lack of Complete and Green Streets programs, policies and infrastructure to support sustainable forms of mobility, promote physical activity, reduce pollution and preventable traffic collisions, and improve public health.



Rincon is a recognized multidisciplinary firm. They will contribute to the team for environmental analysis, drawing from their experience preparing the general plan EIR.

Relevant Experience:

Transit-Oriented Development:

- Inglewood Transit-Oriented Development Plans (Downtown Inglewood, Fairview Heights, Westchester/Veterans and Crenshaw/Imperial), City of Inglewood
- Willowbrook Transit-Oriented Development Specific Plan, County of Los Angeles
- Compton Station Specific Plan, City of Compton
- Downtown Riverside Specific Plan, City of Riverside

Montebello Plans (Kittelson, Rincon):

- General Plan (Transportation)
- Bicycle Master Plan
- Safe Travel Plan

Housing Elements, Ordinances and Projects:

- Housing Elements, Five Cities
- Congregational Land Campaign for Affordable Housing, Multiple Jurisdictions
- Affordable Housing Feasibility Studies, Multiple Jurisdictions

Active Transportation and Streetscape Plans:

- First/Last Mile Plan for the Foothill Gold Line Extension 2B, LA Metro
- Pasadena Playhouse District Streetscapes and Alley Walkways Plan, City of Pasadena
- Orange Plaza Paseo Streetscape Design Study, City of Orange

We are happy to provide work samples upon request

Responsible Staff/Project Manager
Philip Burns, AICP
40 E. Colorado Boulevard, Suite E, Pasadena CA
91105
(323) 382-2402, phil@arroyogroup.com

Legal Name: The Arroyo Group
Form of Business: Corporation, incorporated 1976
Certifications: SBE, DBE
Offices: 1 (Pasadena)
Employees: 7

City of Vernon/ A Vision for the Westside of Vernon , CA

Westside Mixed Use Zoning Amendment Housing Element (2020-2023)

Project team: Philip Burns, Ian Dickerson, Lance Lowrey, William Bowser, Margaret Muñoz

Reference:
Daniel Wall,
Director of Public Works
Vernon, Ca 90058
dwall@cityofvernon.org
(323) 583-8811 x305

The Arroyo Group prepared zoning code and General Plan Amendments to introduce a mix of uses including residential, live/work, creative office, production retail and R&D facilities into a city which up to this point has been considered “exclusively industrial.” The purpose of these zoning and General Plan Amendments was to increase the City’s tiny population, strengthening the City’s long-term governance, and to strengthen Vernon as a center of production by attracting talent, creativity and design. These zoning and General Plan Amendments create viable and livable potential for development withing the heavy industrial environment.

Along with the zoning code and General Plan Amendments, The Arroyo Group prepared a graphically rich vision document detailing catalytic developments, transportation changes, streetscape improvements, implementation strategies and other actions that can be undertaken to help the new mixed-use zones transform into a livable and productive part of the community. Detailed traffic analysis were conducted to evaluate how trucks could be moved away from mixed-use zones and toward other routes. . These changes and improvements detailed in the vision document aim to improve the experience of living in Vernon for current and future Westside residents.



Freight rerouting plan for the City of Vernon

Los Angeles County Metropolitan Transportation Authority

Foothill Gold Line Phase 2B First/Last Mile Plan (2018-2019)

Reference:
Katie Lemmon
Senior (Former) Transportation
Planning Manager
katie@lemmonplanning.com

Project team: Philip Burns, Margaret Muñoz, William Bowser (The Arroyo Group)
David Diaz, Danielle Zamora (Active SGV)

The Arroyo Group led a team to prepare a First/Last Mile Plan for the new Metro Gold Line station areas in the cities of. The Plan identifies infrastructure projects to improve access to the future stations for pedestrians, cyclists and those arriving by other modes by capitalizing on the unique character and built environment of each city, including their intimate, historic downtown districts.

Community engagement for the plan was broad-based, reaching over 1,500 people through thirty events including community walk audits, pop-up events, focus groups, public workshops and presentations to City Commissions and Councils. Pathway and project type decisions were reviewed and modified through discussion and debate, leading to a community-driven plan in which traceable comments support nearly every FLM project identified.

Following the adoption of the First/Last Mile Plan by Metro in June 2019, The Arroyo Group was retained by the City of Glendora to prepare 10% design plans and renderings for grant applications for key first/last mile projects. The projects, now funded will create Los Angeles County's first Dutch intersection and raised cycle track, while also introducing a roundabout and linking the station to the Glendora Village Streetscape.



City of Compton

Compton Station TOD Specific Plan (2019-2022)

501/601 E. Compton Boulevard Specific Plan (2021)

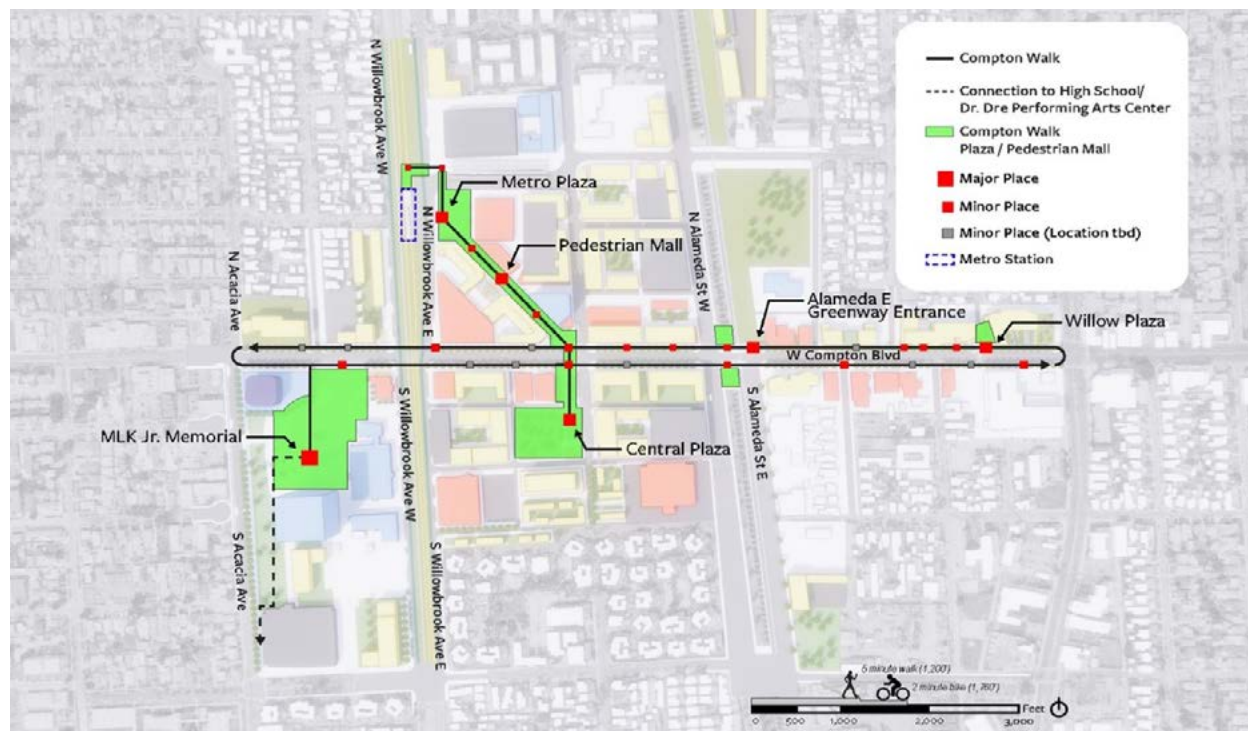
Project team: Philip Burns, Margaret Muñoz, William Bowser (The Arroyo Group)

Reference:
Robert Delgadillo
Senior Planner
Compton, CA
rdelgadillo@comptoncity.org
(310) 605-5526

The Arroyo Group led a multidisciplinary team to prepare a Transit Oriented Development Specific Plan for the City of Compton for the area surrounding the Metro A Line (formerly Blue Line) Compton Station. The plan orients growth along a road-dieted Compton Boulevard which is known as the Compton Walk. As a nod to Compton's inspiring musical history, The Compton Walk will include a base streetscape patterning and design intended to resemble a blank musical 'score sheet', upon which the local community will be encouraged to compose and share their own unique 'songs' and expressions about Compton.

The planning process included a strategic evaluation of the reuse of public-owned land in order to spur revitalization in this economically challenged community while at the same time directing growth toward uses and industries that most benefit Compton residents themselves, and provide a bulwark against displacement pressures that may arise. A framework for future civic spaces and public art opportunities was created to help connect the district and allow Compton to express its strong cultural offerings to the world. In the middle of the process, the City decided to pursue redevelopment of two publicly-owned blocks at 501/601 E. Compton Boulevard into a dense mixed-income housing development with a 40,000 square foot Innovation Hub media incubator and community-serving retail. The Arroyo Group quickly prepared a Specific Plan for this project which demonstrated the development standards which are anticipated for the TOD area as a whole; the project won a \$21 million AHSC grant which will fund buildout of the streetscape.

Extensive outreach was conducted at several community events along with a popular, project-specific Instagram account, online videos and surveys.



City of Norwalk, CA

Heart of Norwalk Vision Plan (2020-2021)

Heart of Norwalk Specific Plan (2022-2024)

Philip Burns, Ian Dickerson, Lance Lowrey, Anton Anderson, William Bowser, Margaret Muñoz (The Arroyo Group) Ken Hira, Fernando Sanchez(Kosmont) Jimmy Galvez, Sai Narayan (Sherwood)

Reference:
Richard Rojas
Former Assistant City Manager
rojas@cityofrosemead.org

The Arroyo Group prepared the Heart of Norwalk Vision Plan, which articulated a clear, consensus-driven direction for the San Antonio Village and Firestone Corridor, two aging areas in Norwalk's core. The Plan was based on a broad, comprehensive and meaningful outreach process conducted during the middle of the COVID-19 pandemic. Included was a consistent social media campaign with over 700 followers and 3,000 post likes and comments; a paper and online survey reaching 363 households; four engaging videos with over 3,000 reproductions; and almost 100 participants in online workshops. The Plan uncovered the desire of Norwalk's population, particularly the large youth and young adult population, to have higher quality commercial amenities and experiences located within a vibrant, mixed-use setting.

Putting form to the community's desire and operating within the context of economic realities, the Specific Plan establishes three vibrant mixed-use districts in the Heart of Norwalk – the Front Street Historic District, the Town Square District and the Triangle District. The districts are linked by complete streets and infill multifamily development corridors along Firestone Boulevard and San Antonio Drive. The Specific Plan includes detailed use and development controls, objective design standards and streetscape guidelines intended to streamline the approval process and encourage investment and placemaking. The objective design standards are the City's first comprehensive ones and apply to all types of development permitted under the Specific Plan.



C. RELEVANT EXPERIENCE



THE ARROYO GROUP

Philip Burns, AICP
Principal & Project Manager

EDUCATION

BA, Urban Studies
Brown University
MA, Planning
University of Southern
California

AREAS OF EXPERTISE

- Bilingual community engagement and public participation
- Housing Policy
- Zoning
- Active transportation

Philip Burns is Managing Principal and project manager at The Arroyo Group. Philip directs and manages the firm's Master/Specific planning practice, having led the preparation of ten such plans over the past several years. His particular areas of expertise include land use planning/zoning, housing policy, and bilingual community engagement. He also has extensive experience working on and or managing staff or consultants in the areas of urban design, transportation (particularly active transportation and traffic studies), economics, infrastructure and environmental clearance.

Possessing a variety of technical skills, Philip often manages multidisciplinary teams and serves as primary agency point of contact for complex planning projects. His management experience includes:

- ***Inglewood Transit-Oriented Development Plans.*** Philip served as project manager for TOD Plans for two Metro stations and project planner for two others. Together the plans provide for 8,000 new housing units and 10,000 new jobs. He led the development of the City of Inglewood's 6th cycle Housing Element, Objective Design Standards, and Inclusionary Design Standards throughout the city.
- ***Heart of Norwalk Vision/Specific Plan.*** Philip served as project manager, leading The Arroyo Group in its' preparation of the Heart of Norwalk Vision Plan which articulated a clear, consensus-driven direction for the San Antonio Village and Firestone Corridor, two aging areas in Norwalk's core. The Specific Plan establishes 3 vibrant districts in the Heart of Norwalk.
- ***Metro Foothill Gold Line Extension Phase 2B First/Last Mile Planning.*** Philip led this active transportation project which involved extensive coordination and negotiation between the five local city governments, Metro and the Foothill Gold Line Construction Authority. Philip oversaw and conducted thirty outreach events which garnered comments from over 1,500 people, and guided the design process.
- ***Congregational Land Campaign for Affordable Housing.*** In his role as chair and technical team lead for the Congregational Land Committee, Philip has led over 30 feasibility studies and visioning processes for affordable housing on religious congregational land.



THE ARROYO GROUP

Lance Lowrey, ASLA
Sr. Associate

EDUCATION

BS, Landscape Architecture
Colorado State University

AREAS OF EXPERTISE

- Urban Design
- Landscape Design and Open Space Planning

Lance is the Arroyo Group's Placemaking Director. He has 20 years of professional experience in the fields of Landscape Architecture, Urban Design, and Planning. His work has spanned a broad range of project types and scales, with experience and thought leadership both nationally and internationally, garnering numerous state and national awards over his professional career.

Lance has been active in building experiential thought and programming into The Arroyo Group's early planning stages, not only helping breathe life and excitement into our initial visioning communication, but also infusing a long-term framework for projects to be implemented over many years.

Selected experience:

- ***Compton Station Specific Plan.*** As urban design lead on this project, Lance developed the concept for the "Compton Walk," a funded complete streets and placemaking redesign of Compton Boulevard creating spaces to showcase past, present and future creatives in Compton.
- ***South Pasadena Slow Streets.*** Lance directed several stages of this project to explore the complete streets redesign of historic Mission Street and upgrade pandemic-era parklets.
- ***Orange Plaza Paseo Streetscape Study.*** Lance designed a seasonal pedestrian-only zone along Glassell Avenue in the historic Old Town Orange district, drawing upon a pandemic-era road closure.

C. RELEVANT EXPERIENCE



THE ARROYO GROUP

William Bowser
Associate

EDUCATION

BA, Architectural Design
Academy of Art University

AREAS OF EXPERTISE

- Modeling
- Site planning
- Architecture

William's role at the Arroyo Group involves site planning and design, graphic representation through drafting and 3D modelling as well as supporting community meetings and presentations. He has worked on a variety of project scales from parklets to district scale planning.

William possesses a bachelor's degree in architectural design from Academy of Art University in San Francisco. While studying he was also involved through the conceptual and development phases working towards securing planning approvals on several San Francisco housing projects and other land use projects in Northern California.

Selected experience:

- ***Vernon Mixed-Use Specific Plan:*** William provided drafting and 3D modelling support during the Vernon Mixed-Use Specific Plan process.
- ***Orange Plaza Paseo Streetscape Study:*** William provided drafting and 3D modelling support for the envisioning of a seasonal pedestrian-only zone along Glassell Avenue in the historic Old Town Orange district. William also supporting community engagement efforts during this project.
- ***Congregational Land Campaign for Affordable Housing:*** William has conducted site planning studies for potential affordable housing developments on several different sites owned by congregations.
- ***South Pasadena Slow Streets.*** William provided design and 3D modelling support in several stages of this project to explore the complete streets redesign of historic Mission Street and upgrade pandemic-era parklets.



THE ARROYO GROUP

Margaret Muñoz
Associate

EDUCATION

MA, Urban Planning
University of Southern California
BA, Urban Studies
Haverford College

AREAS OF EXPERTISE

- Community engagement and public participation
- Affordable housing policy
- Zoning

Margaret's work with The Arroyo Group involves writing code amendments, writing housing elements, writing vision plans, visioning affordable housing on congregational and institutional land, planning and hosting community engagement activities, and working on affordable housing initiatives such as congregational land overlay zones.

A native of the Pasadena area, Margaret studied Urban Studies at Haverford College, including a semester studying in Berlin. At the University of Southern California, she concentrated in housing and real estate development, through which she developed a strong background in policy that incentivizes affordable housing development. Additionally, Margaret has experience organizing in communities across Los Angeles County to help address Southern California's housing crisis.

She earned a Bachelor's Degree in Urban Studies from Haverford College, as well as a Masters in Urban Planning from the University of Southern California.

Selected experience:

- ***Inglewood Housing Element:*** Margaret wrote served as lead writer and analyst for the City of Inglewood's Housing Element. This process included the identification of sites to accommodate more than 7,000 housing units, analysis of the City's policies and practices to affirmatively further fair housing, and extensive community engagement.
- ***The Heart of Norwalk Specific Plan:*** Margaret serves in a supportive role for the Heart of Norwalk Specific Plan. This process included the creation of map exhibits, analysis of residential and commercial capacity, examination of existing conditions, the crafting of new zoning districts, and extensive community outreach.
- ***Congregational Land Campaign for Affordable Housing:*** Margaret conducts the zoning research in the preparation for feasibility studies to ensure zoning compliance for all congregational land projects.

C. RELEVANT EXPERIENCE



KITTELSON & ASSOCIATES

Jeff Riegner,
PE, AICP, PTOE, RSP1
Senior Principal Engineer

EDUCATION

MS, Transportation
Engineering, University of
California at Berkeley

BCE, Civil Engineering,
University of Delaware

Jeff R. Riegner has experience in wide-ranging multimodal transportation planning and design projects. He is a trusted advisor to public sector transportation clients, helping them meet ambitious, accelerated strategic goals. Jeff is a nationally recognized expert in complete streets and bicycle and pedestrian facility planning and design, with a proven ability to manage and successfully complete challenging and highly complex projects on time and within budget. Furthermore, Jeff is an effective presenter and collaborator, creating long-term relationships with agencies, elected officials, and the public.

Selected experience:

- *City of Philadelphia Complete Streets Support; Philadelphia, PA:* Kittelson worked with the City of Philadelphia Mayor's Office of Transportation and Utilities (OTIS) to update the 2017 version of the Complete Streets Handbook and align it with the Philadelphia Streets Department Traffic Engineering Standards and the Philadelphia Streets Department Right of Way Improvement Standards. Kittelson compared current guidance in the three documents with complete streets best practices from peer cities and national design guides, creating a new combined document called the Philadelphia Streets Engineering Standards. This project included coordination with OTIS, Streets Department, PCPC, Delaware Valley Regional Planning Commission (DVRPC), SEPTA, and PennDOT



KITTELSON & ASSOCIATES

Michael Sahimi, AICP,
Transportation Lead/
Active Transportation

EDUCATION

Master of Urban and Regional
Planning, Transportation
Policy and Planning,
University of California, Los
Angeles

BA Urban Studies, University
of California, Irvine

BA Criminology, Law,
and Society, University of
California, Irvine

Michael Sahimi is a senior transportation planner with experience in active transportation and safety analyses. Michael's active transportation work has included developing citywide active transportation plans, preparing conceptual bicycle and pedestrian improvement designs, and conducting bicycle and pedestrian safety analyses. His safety work has included conducting both citywide as well as site-specific multimodal safety analyses and developing recommended improvements to reduce conflicts between bicyclists, pedestrians, and motor vehicles. He also has experience in community outreach, traffic operations, environmental analysis, circulation studies, and parking studies.

Selected experience:

- *City of Montebello General Plan and Downtown Specific Plan Updates, EIR, VMT Guidelines, and Bicycle Master Plan; Montebello, CA:* Kittelson developed the updated circulation element for the City of Montebello General Plan Update and their Downtown Specific Plan area. Kittelson also updated the mobility element's goals, policies, and a circulation network to accommodate the City's envisioned land use and circulation buildout. The plan provides an enhanced network of trail and enhanced pedestrian and bicycle mobility, and promotes a vibrant and walkable downtown area and near rail stations. Michael supported the development of goals, policies, and actions for the General Plan and Downtown Specific Plan. In addition, he led the development of updates to the City's SB 743-consistent transportation analysis guidelines as well as the preparation of the citywide bicycle master plan.
- *Norwalk Bicycle Master Plan; Norwalk, CA.*
- *Brea Creek Trail Gap Closure Feasibility Study; Buena Park, CA*

C. RELEVANT EXPERIENCE



KOSMONT COMPANIES

Ken K. Hira
President & Principal Advisor

EDUCATION

Bachelor of Economics
and Business, UCLA

AREAS OF EXPERTISE

- Economic Development
- Market and Land Use Analysis/Strategies
- Public Private Projects

Mr. Ken K. Hira serves as President for Kosmont Companies. An expert in real estate and economic development, Mr. Hira brings over 30 years of varied experience in virtually every aspect of acquisition, entitlement, development, financing, asset management, disposition, downtown revitalization, and strategic plans. His strengths include a keen understanding of retail trends, business retention/attraction, negotiating public-private transactions and implementing blended-use projects that revitalize communities and assist in economic development/tax generation programs.

A former Executive Vice President and mixed-use developer, Mr. Hira managed a portfolio of over \$100 million of retail sites, while operating the commercial division of the company. Prior to this, as Managing Director of Acquisitions for a development company and Vice President of Development at a development firm, he evaluated and underwrote hundreds of acres of land, successfully captured and negotiated anchor tenant commitments creating \$60 million of value in ground-up development and redevelopment and was responsible for 800,000 square feet of retail entitlement, design and development.

Selected experience:

- *City of Norwalk, Norwalk, CA - Served as Principal Advisor / Project Manager:* Economic Development Opportunity Plan, Heart of Norwalk Specific Plan, Public Private Project
- *City of San Dimas, San Dimas, CA - Served as Principal Advisor:* Downtown Specific Plan Market Analysis / Economic Development Strategy – sub to Interwest
- *City of Tustin, Tustin, CA - Served as Principal Advisor:* Market Analysis for Specific Plan - sub to Kimley Horn



KOSMONT COMPANIES

Fernando Sanchez
Vice President & Project Manager

EDUCATION

Master of City Planning,
Univ. of Pennsylvania, (focus:
public and private real estate
development)

BA of Arts,
Princeton University

AREAS OF EXPERTISE

- Market Analysis
- Economic Development Strategies

Mr. Fernando Sanchez is a Vice President with Kosmont Companies assisting public and private sector clients with market and economic analyses, strategic planning, and real estate development advisory. His recent work includes market supply and demand analysis, prioritization of strategic opportunity sites for retail and future development, analysis of potential development uses, and geospatial analysis of boundaries and funding and financing feasibility studies of new infrastructure financing districts, including Enhanced Infrastructure Financing Districts (EIFDs).

Prior to joining Kosmont Companies, Mr. Sanchez also worked as an Analyst for Entertainment and Culture Advisors, a Los Angeles-based economic consulting firm specializing in the entertainment and attractions industry. Other previous experience includes working as an Analyst and Project Manager for JDT International Inc., a residential real estate developer in Philadelphia, and working as a Transportation Planner with the City of Philadelphia Mayor's Office of Transportation and Utilities.

Selected experience:

- *City of Norwalk, Norwalk, CA - Served as Project Support / Data Manager:* Economic Development Opportunity Plan, Heart of Norwalk Specific Plan, Public Private Project
- *City of San Dimas, San Dimas, CA - Served as Project Support / Data Manager:* Downtown Specific Plan Market Analysis / Economic Development Strategy – sub to Interwest
- *City of El Monte, El Monte, CA - Served as Project Support / Data Manager:* Economic Development Opportunities Plan

C. RELEVANT EXPERIENCE



SHERWOOD DESIGN ENGINEERS

Jimmy Galvez, P.E.
Principal, Main Point of Contact

EDUCATION

B.S. in Civil Engineering
California Poly State University

AREAS OF EXPERTISE

- Site Utility and Grading
- Stormwater Management
- Adaptive Reuse
- Bilingual (English/

Jimmy Galvez has extensive depth of design experience on projects at the residential, commercial, mixed use, streetscape and public right of way, institutional/higher education campus scale and neighborhood district-scale throughout California, Oklahoma, Colorado, Texas, Louisiana, Latina America and the Middle East . He has served as project lead in coordination with owner representatives, government agencies, multi-disciplinary design teams, contractors, and other stakeholders for clients in both the private and public sectors. He has been responsible for site design from early concept planning to the preparations of construction and permitting documentation including specifications, cost and bond estimates and constructions administration for a variety of land development projects.

Selected experience:

- **West LA Vision Plan:** Completed the initial stage for the vision of a 50 acre area in west Los Angeles assessing all utility and roadway infrastructure including consideration and assessment of impacts for the 7 existing local and regional bus lines with routes in and around future development.
- **LA Union Station & Esplanade:** Directed stormwater management strategies to support the adaptation of the existing parking lot along the frontage into a visionary courtyard esplanade that enhances the pedestrian experience.
- **LA Metro - ESFV Climate Adaptation Plan:** Led the study of the 9.1 mile East San Fernando Valley corridor to assess the impact of climate change on station user experience.
- **Main and Naud Redevelopment:** As part of the campus redevelopment Jimmy led the infrastructure adaptive reuse strategies.
- **Bancroft Way Public Improvements:** To support the public sidewalk improvements along the frontage of UC Berkeley campus, Jimmy developed strategies to minimize adjacent vehicular travel lane impact including introducing water quality strategies in public right of way. This resulted in no interruption to the 5 bus lines using this busy corridor.



SHERWOOD DESIGN ENGINEERS

Sai Prateek Narayan
Ecodistricts AP, LFA

EDUCATION

MA Urban Design,
Carnegie Mellon University

BA Architecture,
Syracuse University,

AREAS OF EXPERTISE

- Urban Planning

Sai is a seasoned urban planner and designer with a strong focus on the urban ecology, spatial analysis, and resilience. Hailing from Muscat, Oman, he earned his Masters in Urban Design with honors from Carnegie Mellon University and Bachelors in Architecture from Syracuse University. His professional journey led him to Mumbai, where he dedicated two years to diverse projects encompassing residential, mixed-use, and low-cost township developments. Sai's expertise lies at the intersection of cutting-edge GIS mapping analysis and urban planning, where he seamlessly integrates technology to enhance sustainable and resilient urban environments.

Most recently, Sai achieved Living Future Accreditation from the International Living Future Institute to deepen his understanding of the Living Building Challenge and stay at the forefront of sustainable design practices. He is also actively pursuing certification from the American Institute of Certified Planners (AICP), further solidifying his professional credentials.

Selected experience:

- **Elysian Valley / Los Angeles River Feasibility Study - Los Angeles, CA**
- **Culver City General Plan - Culver City, CA**
- **Cheli Specific Plan - Bell, CA**
- **Atlantic Specific Plan - Bell, CA**
- **Heart of Norwalk Specific Plan - Norwalk CA**
- **Guadalupe Riverfront Feasibility Study - San Jose, CA**
- **Google Bayview - Mountain View, CA**
- **Theodore Roosevelt Public Library - Medora, ND**
- **Westside Quarry Park - Atlanta, GA**

C. RELEVANT EXPERIENCE



ACTIVE SGV

David Diaz Avelar, MPH
Executive Director

EDUCATION

MA of Public Health, Policy,
and Management,
Claremont Graduate
University
BA, Psychology and Social
Behavior, Arizona State
University

AREAS OF EXPERTISE

- Public Health
- Community planning
- Community

Mr. Diaz is a public health professional with extensive and successful experience planning, developing, and implementing community-based initiatives throughout Greater Los Angeles County. He's a dedicated public servant and advocates with project management and coalition-building experience. He has successfully worked with youth, schools, businesses, nonprofit organizations, and cities to advance environmental justice, equity, and community development. Mr. Diaz is responsible for overall organization management, development, supervision of staff, and execution of various transportation, open space, water, and energy-related initiatives.

Selected experience:

- ***Merced Ave Linear Park:*** The Merced Ave Ave Linear Park projects park will feature spaces for running, walking, and cycling, as well as possible improvements such as landscaping, play areas, and seating. Mr. Diaz led project identification, proposal development, and project implementation. The project aims to improve public health and safety, open space access, and capture stormwater.
- ***Parkway-Denholm Traffic Calming Project:*** The Parkway-Denholm Traffic Calming project is a traffic calming project that aims to add traffic-separated bikeways, traffic calming, neighborhood amenities, and stormwater management. This project will improve public safety, help speed traffic, and increase comfort with new plantings and shade trees. Mr. Diaz led the project management for this effort, including community engagement, planning, data analysis, and culturally competent communication of findings to the broader community.



ACTIVE SGV

Danielle Zamora, LCI
Program Director

EDUCATION

MA of Community
Psychology, Marymount
California University
BA of Science, Psychology,
University of La Verne
BA of Art, Studio Art,
University of La Verne

AREAS OF EXPERTISE

- Community psychology
- Program Management
- Outreach Coordination

Danielle Zamora is a Program Director with Active San Gabriel Valley. She has led open streets event planning, managed projects related to mobility and active transportation, taught bicycle safety courses, and collected data related to active transportation and air quality. In 2019, Danielle organized an eco fair and music festival encouraging folks to care for open spaces.

Selected experience:

- ***Metro Open Streets Program, Active Streets:*** 626 Golden Streets is a multi-city event that opens stretches of roadway for people to walk, bike, and more. Zamora has coordinated 6 open streets events including Mission to Mission (2019, 2022, 2024), Heart of the Foothills, and ArroyoFest.
- ***La Puente Safe Routes to School Plan:*** La Puente SRTS is an effort to develop a plan to make improvements near 17 schools that make walking, biking, and rolling to school safer for our students and families. Zamora managed the project team, collected parents surveys, and hosted community meetings to gather input for the plan.
- ***SGV Regional Active Transportation Master Plan Phase II:*** The SGV Regional Pedestrian and Bicycle Master Plan is an effort to develop a local pedestrian and bicycle plan in 5 cities (Glendora, Irwindale, La Puente, Monrovia, and Montebello). Zamora coordinated volunteers and completed bicycle and pedestrian counts in 75 locations. She conducted biking and walking audits, surveyed community members, and held community input booths showcasing potential improvements.

Task 1: Project Management Plan and Coordination

1.1 Kick-Off Meeting

The Arroyo Group Team will hold an in-person kick-off meeting with City and Caltrans staff which will help us review and confirm the proposed scope, schedule and deliverables, Project Management Plan, final document format for the plan, and coordinate the transfer of relevant documents. The Arroyo Group Team will prepare a detailed project budget and schedule for review during the kick-off meeting. At the conclusion of the kick-off meeting, The Arroyo Group Team will conduct a brief field tour with City staff to the plan area where the project will take place.

Deliverables: In-person Kick-Off Meeting, Project Budget, Project Schedule, Kick-Off Meeting Agenda, Kick-Off Meeting Materials, Kick-Off Meeting Notes with Action Items and List of Attendees, Finalized Scope of Work.

1.2 Project Team Meetings

The Arroyo Group shall have virtual biweekly project progress meetings with City staff and Caltrans staff to monitor project objectives and schedules. Additionally, The Arroyo Group Team shall conduct up to four (4) meetings with Los Angeles Metro staff on right of way design concepts. Subconsultant key personnel shall attend these biweekly project progress meetings and meetings with Metro staff as needed. The Arroyo Group shall prepare and provide all meeting materials (i.e., agenda, minutes, presentations, etc.) throughout the project duration.

Deliverables: Meetings Agendas, Meeting Materials, Meeting Notes with Action Items.

Task 2: Data Collection and Analysis

The Arroyo Group Team will prepare a report consisting of a series of existing conditions studies and analyses within the Specific Plan area. These studies and analyses will assess the area's opportunities for transit-oriented development and increased multi-modal connectivity as outlined in the Request for Proposal (RFP). Additionally, the report will outline community needs and establish the foundational information necessary to pinpoint opportunities for transformative changes in the area.

2.1 State, Regional and Local Agency Plan/Policy Review

The Arroyo Group team will review state, regional, and local agency planning and policy documents that pertain to the project. The Arroyo Group will review the City's recently adopted General Plan, Zoning Code, along with any other local, regional, or state documents or policies that have an impact on housing in Montebello. Additionally, The Arroyo Group will review all sustainable communities planning efforts and will seek assistance from Rincon if necessary.

Kittleson will review and provide a summary of any relevant plans and policies relating to transportation. These include but are not limited to: California Streets and Highways Code, Caltrans Strategic Plan, California Transportation Plan 2050, California Bicycle and Pedestrian Plan, SCAG's RTP and Active Transportation Plan, Metro Active Transportation Strategic Plan, Metro First-Last Mile Plans, Montebello's Circulation Element (Our Accessible Community), Montebello's Capital Improvement Plan, Montebello's First Mile Last Mile Plan, and Montebello's Bicycle Master Plan.

Given ongoing efforts for the LA Metro Eastside Transit Corridor Phase 2 project (E Line extension, Kittleson will work to ensure that the City has the best and most recent information pertaining to LA Metro's plans and designs along the corridor.

D. PROPOSED SCOPE OF SERVICES

As part of this review, Kittleson will highlight specific sections that pertain to the development of the Specific Plan and ensure that any transportation-related recommendations or policies are incorporated into this document.

Deliverables: Review memo of local, regional, and state agency planning and policy documents that pertain to the project.

2.2 Analysis of Existing Conditions Study

The Arroyo Group will conduct fieldwork within the Specific Plan area to collect detailed information about existing conditions of parcels along the street, including information about existing uses, identification of density for multifamily residential use parcels, condition of buildings, site layout and design, existence of affordable housing, recent expansions, tenure of existing businesses, and more. This fieldwork will assist in identifying commercial, retail, and potential housing opportunity sites.

Kosmont will conduct a review of existing policies, General Plan Elements, zoning codes, and land use plans to identify both barriers and opportunities for transit-oriented development (TOD). Kosmont will ground this analysis with an understanding of market conditions and demographic trends to ensure the resulting recommendations are both actionable and responsive to local needs. The Existing Conditions Study will consist of a Demographic and Economic Profile and a Market Analysis.

The Demographic and Economic Profile will focus on social and economic characteristics, including population, age, race/ethnicity, employment, household incomes, housing preferences, educational attainment, commute patterns, resident/employee concentrations, tapestry segments (a psychographic analysis profiling lifestyles, purchasing behaviors, and media readings of area households and individuals), and other metrics, within specific geographic boundaries (e.g., Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan area, City limits, trade areas, customized drive times), as deemed relevant.

The Market Analysis portion of the Existing Conditions Study will evaluate current market conditions for different land use asset classes (e.g., commercial, multifamily residential) with special attention given to industrial flex uses in the western portion of the Specific Plan area and mixed/blended-use and multifamily residential development options in the eastern portion, to accommodate diverse economic and housing demands. Kosmont will gather current and historical (up to 10 years) data for variables, such as asset inventory, vacancy and lease rates, absorption rates, and other relevant real estate data, as appropriate, to quantify growth achieved over time and compared to larger geographies (e.g., City, regional submarkets).

To support the team's understanding of study area conditions, Kittleson will review the City's General Plan and code to identify potential transportation-related shortcomings that can serve as barriers to development projects that are accessible to all modes and users. This will include an assessment of the development code in regard to requirements for bicycle and pedestrian access improvements, parking supply, and transportation demand management (TDM). For example, through our work on the Bicycle Master Plan and the General Plan Circulation Element, we identified opportunities to expand the City's TDM bike parking requirements and to manage parking through new strategies such as shared parking, flexible parking standards, and public parking fees.

Deliverables: Results of Washington Boulevard Existing Conditions Fieldwork, Demographic and Economic Profile, Market Analysis, Transportation analysis.

2.3 Project Area-wide Origins-Destinations, Intermodal Connectivity, and First/Last Mile Needs Analysis and Mapping

Using available data sources, Kittelson will conduct an inventory of existing and planned land uses and destinations, employment information, and the location of major activity centers on and around the corridor. Special focus will be made on identifying the location of existing and planned affordable housing, schools (such as Greenwood Elementary School and Vail High School) and parks (such as Holifield Park), plus local retail, employment centers, and healthcare services. To supplement these sources, Kittelson will also gather walking and biking counts for three locations in the plan area during weekday and Saturday peak periods, adding to the data we collected for the Bicycle Master Plan. Kittelson will also gather origin, destination, travel mode and demand data using data sources such as Replica.

To develop our understanding of the plan area's intermodal connectivity and first/last mile conditions, Kittelson will conduct an inventory and map the current network of bus route and stops in the study area, based on field visits. This review will include an assessment of walking and bicycling facilities and crossings in the vicinity of each bus stop. In addition, we will note the available amenities at the stops, including trash cans, benches, and shelters. We believe this information is important since station and stop amenity information helps account for the walking, biking, and waiting experience for local passengers. For example, increased heat due to climate change and other events can affect passenger comfort while waiting for the bus to arrive, especially if benches, shelters, and other shade structures are not provided. In addition, a lack of wayfinding at bus stops can reduce the practicality of a transit trip.

Deliverables: Project Area-wide Origins-Destinations, Intermodal Connectivity, and First/Last Mile Needs Analysis and Mapping

2.4 Existing Infrastructure/Facilities Inventory

In planning for multimodal transportation in the specific plan area, it is important to understand both the extent and conditions of existing facilities. Kittelson will compile a GIS geodatabase of existing transportation facilities in the plan area, based on the available datasets and supplemented by field assessments. We will build upon the GIS data we developed for our work on the General Plan, Bicycle Master Plan, and Safe Travel Plan. We will collect and document information such as:

- Class I, II, III, and IV bikeways and intersection bicycle treatments
- Sidewalk quality, gaps, and barriers (such as utility boxes and poles)
- Paths and trails
- Public bicycle parking supply and conditions
- Crosswalk availability and type
- Curb ramps and features such as tactile domes and high-visibility paint
- Pedestrian-oriented traffic signal infrastructure (such as push buttons and countdown timers)
- Safe routes to schools facilities
- Roadway characteristics such as speed limits, number of travel lanes, and median presence
- Roadway classifications and truck routes

Our inventory will supplement preliminary study area observations such as a lack of ADA ramps outside of the immediate corridor, limited bus shelters, a lack of bikeways and bicycle crossing facilities, few convenient bike racks, faded crosswalk markings, and the presence of barriers such as utility boxes and poles limiting the effective sidewalk width.

For all data acquired and developed, we will run QA/QC checks to determine accuracy. As needed, we will conduct field reviews to verify on-the-ground conditions, including site visits at critical walking and biking locations to observe conditions for people walking and biking. We welcome the participation of City of Montebello staff during these field assessments.

Deliverables: Inventory of the locations of existing transportation facilities, utility facilities and streetscape facilities in the Specific Plan area.

2.5 Equity Study

As noted in the Caltrans grant application, the Specific Plan area is characterized with high pollution burdens, a high percentage of students receiving free and reduced-price lunches at school, and a majority of residents qualifying as very low and low income. Many of these characteristics likely derive from historic discriminatory practices in land use planning, real estate investment and the like, which will be uncovered through plan/document review and engagement with the community. The Arroyo Group Team is proposing an innovative community engagement strategy, described in Task 3, which will be effective in engaging people who have been excluded from past decisions, such as low-income residents, Hispanic residents, youth, disabled residents, etc. Our Stakeholder Engagement Plan (Task 3.1) will identify hearing the voice of residents like these as a prime goal, and implement them through pop-up events, community bike ride and walking tour (Task 3.4).

2.6 Accidents and Safety Analysis and Mapping

Kittelson will review the crash data we mapped and analyzed as part of the City's Safe Travel Plan, supplemented by reviewing and mapping more recent five-year crash data from the statewide Transportation Injury Mapping System (TIMS) and Statewide Integrated Traffic Records System (SWITRS) databases. We will use this mapped data to analyze crashes on study area streets, pinpoint key crash locations, and identify patterns and trends. This assessment can aid in prioritizing locations to undergo treatments as well as specific treatment types, reducing safety risks associated with multimodal trips. For example, crash data shows a concentration of fatal crashes along the corridor, with bicycle and pedestrian crash hot spots present at multiple plan area intersections – this may lead to reluctance in people walking or biking due to a perception of unsafe conditions.

Deliverables: Accident data mapping and memorandum.

2.7 Needs Analysis

Based on the information collected as part of the preceding tasks, Kittelson will analyze and identify the plan area's current and future multimodal transportation needs. In addition to the data collection and analysis, we will incorporate transportation-related information received via public outreach and engagement, including through the community survey. Our transportation needs assessment will include conducting a gap analysis to identify locations or "gaps" where bicycle and pedestrian facilities are lacking, potentially due to barriers or due to disconnected parcel development. The transportation needs analysis will be used to determine areas of need, high usage areas, and facility issues by answering big picture questions; it is also helpful in developing context-sensitive solutions for different parts of the plan area.

As part of this needs analysis, Kittelson will prepare a subset of gaps and deficiencies related to safe routes to schools in the plan area.

Deliverables: Accident/safety analysis memorandum and maps.

Task 3: Stakeholder and Community Engagement

Community engagement is fundamental to every plan that The Arroyo Group writes. Additionally, Active SGV has extensive experience soliciting feedback from communities on needs related to transportation improvements, housing, and sustainability. In 2018, The Arroyo Group and Active SGV successfully collaborated together on the community outreach effort for the First Last Mile Plan, Metro Gold Line Foothill Extension Phase 2B. The Arroyo Group and Active SGV propose to collaborate once again on this stakeholder and community engagement effort. Our outreach activities place the community first and seek to identify their values, knowledge and ideas, around which the plan is written. Providing education which empowers the community to provide informed input is a key focus of the engagement effort. We also encourage all outreach efforts to be a partnership with City staff, with involvement as much as their schedule allows.

D. PROPOSED SCOPE OF SERVICES

All engagement will be conducted in English and Spanish, the two primary languages spoken in the community. The Arroyo Group and Active SGV anticipate organizing, administering and preparing all presentation materials for outreach events. City staff should handle logistics of open houses. The Arroyo Group and Active SGV's budget includes printing of presentation materials for in-person events, but outreach printing, mailing, refreshments, etc. are assumed to be the responsibility of City.

This scope of work represents an initial recommendation for the outreach activities that we would suggest for a successful process. This scope should be refined through dialogue with City staff, both prior to contract execution and throughout the process.

3.1 Develop Stakeholder Engagement Plan

The Arroyo Group and Active SGV, with City staff, will develop a stakeholder engagement plan for the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan. The purpose of the plan is two-fold: 1) create an equitable, inclusive, and community-participatory approach to outreach with an emphasis on disadvantaged, vulnerable, and underserved communities in the project area; and 2) create a transit-oriented development plan and zoning code modifications that are reflective of expected outcomes derived from the community input process. At a minimum, the plan will include the following elements:

- Objectives and goals for the public input and review process for the project;
- Contact list of community-based organizations and local public/private schools to target for engagement. Stakeholders may also include residents, employment centers, business owners, nonprofit organizations, faith-based groups, City departments, law enforcement officers, and transit agencies.
- Summary of engagement methods, listed in the tasks below.
- Evaluation of events and locations to conduct the community outreach. Locations to host community workshops, pop-up events, open house events, and more might include public parks, public facilities/meeting rooms, and popular community amenities such as local grocery stores. Outreach and engagement may build off existing community events and programming the City employs annually.

The Stakeholder Engagement Plan may, by mutual agreement, modify the tasks described in 3.2 – 3.4 below.

Deliverables: Stakeholder Engagement Plan including objectives and goals for the public engagement process, contact list of stakeholders to target for engagement, summary of all engagement efforts, and an evaluation of events and locations to conduct all community outreach activities.

3.2 Project Website, Social Media Interactive Town Hall, and Marketing/Publicity

Active SGV, with help from The Arroyo Group where needed, will provide materials for the project website, to be hosted on a separate webpage on the City's website. The materials would include a project description, a regularly updated list of upcoming engagement events and status updates on the plan process, a list of frequently asked questions about the plan, a map of the project area, and more.

Active SGV will work closely with the City's public information office to conduct social media outreach, utilizing City and/or Active SGV social media accounts as appropriate. Content supplied by the team would include: introductions to the purpose of the Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan, status updates on the plan's progress, and announcements (3), flyers (3), posters (3) and other marketing materials for all community engagement activities occurring during the public engagement process to ensure the broadest feedback is received during community meetings. As elements of the proposed plan become available, they can also be shared on social media. Additionally, Active SGV will coordinate, schedule, host and lead one (1) social media town hall.

D. PROPOSED SCOPE OF SERVICES

The content created prior to public engagement events would include announcements for the project website and social media accounts, postcards to be distributed by City staff, flyers to be distributed by City staff where possible, posters to be distributed by City staff where possible, and other digital marketing materials as necessary

Deliverables: Bilingual project website materials, bilingual social media materials, and bilingual marketing/publicity materials.

3.3 Community Survey

Active SGV's community survey will be a key tool to understand the active transportation and housing needs of bicyclists, pedestrians, public transit users, and non-transit users in the project area. The active transportation segment of the survey will inquire about needs, specifically regarding areas of connectivity most important to users and barriers for those who do not utilize such modes of transportation. The affordable housing segment of the survey will inquire about needs specific to perceived housing security, affordability, and availability. Additionally, the community survey will provide fill in the blank questions at the end for stakeholders to share their own opinions and specific feedback regarding active transportation needs and concerns in the plan area as well as housing needs and concerns. The survey will also provide critical insights into the common origins and destination points of current bicyclists, pedestrians, transit users, and non-transit users. It will also allow them to convey their desires, needs, and concerns regarding the active transportation network.

The survey will be conducted in several ways: online and at pop-up events, advisory group meetings, and open house meetings. Information about the survey's availability will also be announced at City Council, Planning Commission, and Traffic and Safety Commission meetings, on the public broadcast station, and in the local newspaper. The survey will also be translated into Spanish.

Active SGV will tabulate the final results and present them to City staff with charts and tables.

Deliverables: Bilingual community survey in online and print format, if necessary. Bilingual announcements regarding the availability of the bilingual community survey. Survey results.

3.4 Conduct Community Outreach Meetings, Open House, and Workshops (Varied In-person/Online)

Pop-Up Events: Active SGV, with assistance from The Arroyo Group and the City, will coordinate and host three pop-up events, one community bike ride, and one community walking tour as part of the public engagement process. ActiveSGV, along with The Arroyo Group and City staff, will identify the dates, times, and locations to conduct 3 in-person community pop up events to receive feedback and input via the community survey. Each pop-up event will be staffed by bilingual staff. All three pop-up events are anticipated to occur at community events or in public places near or in the Specific Plan area.

School Community Presentations: In coordination with Task 3.3, Active SGV will develop a bilingual community friendly presentation to share with the Montebello USD school community. Active SGV will work with leadership from local public schools to ensure this presentation reaches student and parent organizations within the Montebello USD to raise project awareness and received input/feedback via the survey.

Community Bike Ride and Walking Tour: ActiveSGV proposes to conduct a family-friendly bike ride and a walking tour/audit within the Specific Plan area concurrently with the community survey to capture opportunities, challenges and other considerations related to the plan. Participation will be capped at 50 participants in each event, and for the walking tour ActiveSGV will provide up to 15 free electric bike rentals for folks joining the ride. ActiveSGV and The Arroyo Group will staff each event with bilingual speakers and conduct targeted outreach to foment participation.

D. PROPOSED SCOPE OF SERVICES

Open Houses: At the conclusion of Task 4, The Arroyo Group will conduct two open house meetings to share the proposed affordable housing and community connectivity projects and receive feedback. These open houses will be held at different times convenient for the community.

The Arroyo Group Team/, with support from City staff, would alert community groups, local public and private schools, faith-based institutions, property owners, residents, adjacent jurisdictions, business owners, non-profit community organizations, community organizations, City departments, law enforcement officers, transit agencies, employment centers, and other stakeholders about each community engagement event. We will encourage each stakeholder to notify their membership about each engagement event to encourage a wide breadth in participation. Additionally, we will coordinate with other City departments that engage heavily with residents (Public Works, Parks & Recreation, Community Services) to publish announcements regarding engagement events.

As described in Task 3.2, Active SGV will create and publish event announcements to be distributed via the City's website and social media accounts, event announcements to be distributed to the public broadcast station, the local newspaper, event announcement flyers to be distributed by City staff to the community library, event announcement posters to be distributed by City staff to the community library and City Hall, and other digital marketing materials as necessary. Additionally, each engagement event would be announced by City staff at City Council and Planning Commission meetings.

At the conclusion of each stage of community engagement, The Arroyo Group Team will provide summary notes to City staff regarding the key takeaways of each event.

Deliverables: Bilingual presentations and printed content, as appropriate, for three pop-up events, one community bike ride, one community walking tour, and two open houses; Bilingual announcements regarding the engagement events. Engagement summary notes for each workshop.

Task 4: Development of the Specific Plan

The policy framework and proposed connectivity projects are the “major moves” of the project and will form the basis for the Specific Plan document to be developed in Task 5. Rather than considering each element in isolation, we will consider the Specific Plan area in a unified manner: streets, open spaces and private property. Given the challenges associated with the Washington Boulevard right-of-way, some of the most consequential projects might occur with the leveraging of public and private property together.

4.1 Goals, Objectives, Policies and Performance Measures

With input from Kittelson, The Arroyo Group will develop goals, objectives and policies for the Specific Plan, addressing major policy issues for the Specific Plan as defined and prioritized by public engagement (Task 3). We will start with and build off of those already established in relevant local and regional plans such as the General Plan, Bicycle Master Plan, and Caltrans Smart Mobility Framework Guide. The goals, objectives and policies will create the foundation of the Specific Plan, whereby all proposed projects and land use changes will be able to be traced back to them. The Arroyo Group and Kittelson will also develop performance measures, which will be quantifiable measures.

Rincon will support The Arroyo Group Team throughout the Specific Plan process, reviewing the goals, objectives, policies and performance measures, projects, densities, and other aspects of the Plan to ensure that the plan is “self-mitigating” to the greatest extent possible, reducing necessary environmental analysis.

Deliverables: Table of Goals, Objectives, Policies and Performance Measures.

4.2 Best Practices – Design Elements Toolbox

The design elements toolbox will be addressed through the proposed programs of projects and Specific Plan, which will describe the proposed projects and locations in which they are recommended be applied. Kittelson is familiar with the Caltrans Complete Streets Toolbox and Smart Mobility Framework and will incorporate them into the proposed plan.

4.3 Illustrative Plan and Renderings

To assist in Tasks 4.4 and 4.5 below, The Arroyo Group will prepare an illustrative plan for the area, showing existing buildings, new development, pedestrian, bicycle, safe routes to school, and ADA projects, open spaces and all other proposed physical elements of the Plan in an integrated manner that permits the viewer to envision the future of the Specific Plan area.

Two concept illustrations or renderings will also be prepared to communicate the feel of the Specific Plan area after implementation of the Plan.

Deliverables: Draft Illustrative Plan, Two (2) Illustrations or Renderings

4.4 Proposed Affordable Housing Program of Projects

The Arroyo Group is among the leaders in planning for affordable housing as a result of our dozens of site-based studies for affordable housing on religious congregational, public and commercial land, many of which have resulted in RFPs which we have produced and deals which we have negotiated. We will apply our knowledge of the ever-evolving zoning and funding landscape for affordable housing to potential sites within the Specific Plan area, defining feasible and implementable projects which can begin predevelopment once an agreement between developer and landowner is reached, helping the City reach its Housing Element objective of 2,021 affordable housing units during the 6th Cycle.

The Arroyo Group will review sites in the Specific Plan area and evaluate their suitability for affordable housing projects, including affordable housing projects with commercial or civic ground-floor components. Public and religious congregational/non-profit land will be a particular focus for this analysis. Key criteria will include sufficient size/density for a tax credit housing project, space to accommodate potential parking needs (depending on population), and potential landowner return expectations.

For each identified affordable housing site, up to a maximum of four (4), a massing model will be developed showing the potential affordable housing project. The physical design will convey number of units, anticipated population (per TCAC funding sources), unit mix and sizes, open space, ground-floor uses and proposed parking. (Although the Metro Eastside Light Rail Station likely will be considered a “major transit stop” in the future eliminating parking requirements pursuant to AB 2097, it is rare for affordable housing projects to be built with no parking entirely.) Additionally, a financing evaluation will be prepared. Total development costs will be estimated based on building type and funding source (i.e. prevailing wage requirements). Competitiveness for public subsidies will be established by reviewing the site’s proximity to amenities, TCAC resource category, and other location-based funding criteria established by recent Los Angeles County Development Authority and California Tax Credit Allocation Committee NOFAs. The Arroyo Group will also identify potentials for Affordable Housing and Sustainable Communities (AHSC) or Infill Infrastructure Grant (IIG) projects which can fund public infrastructure projects as well as housing developments. In the case that developments score poorly on public funding criteria, The Arroyo Group will consider the feasibility of alternative types of affordable housing which do not rely on public subsidy (e.g. privately-funded small unit/high density/low parking projects, tiny homes, mission-driven capital investment). This information will be provided in a brief project profile.

In addition to affordable housing projects, we will also identify opportunities for improvements to existing commercial buildings and other private realm developments or improvements which can support the community vision.

Deliverables: Proposed Affordable Housing Program Project Profiles.

4.5 Transportation Programs of Projects

The Washington Corridor TOC/MC Specific Plan must consist of a set of proposed programs of transportation projects that are feasible and implementable while also equitably serving users of all ages and abilities that live in, work in, or visit the plan area. Based on the existing transportation assessment, Kittelson will identify recommended bicycling, walking, ADA, and safe routes to schools facilities for the plan area. In developing the circulation recommendations, our approach will follow the principles of cohesion, access, directness, and alternatives, with an emphasis placed on implementable projects and network-based solutions.

Kittelson's approach will focus on creating a safe system that meets the needs of and prioritizes our most vulnerable road users, developing data-informed complete modal networks, resulting in a complete and connected active transportation network that enables people of all ages and abilities to get where they need to go. Once we understand the multimodal network and low-stress connection needs, we will identify key gaps and projects for the plan area, including future gaps resulting from the introduction of the Metro E Line Eastside Extension and transit-oriented development.

For each set of projects described below, Kittelson will detail information that will assist in prioritization and implementation such as physical constraints, other implementation issues to address, implementation timeframe; cost estimates will be prepared to help implement those safe routes to schools projects that should be prioritized.

Bicycle Program of Projects

Based on the results of the transportation assessment, Kittelson will develop and map a program of proposed bicycle projects. The program of bicycle projects will build off of our work in the Bicycle Master Plan and aim to accommodate plan area travel for individuals of all ages and abilities, whether through bikeways on arterial roadways that provide separation and comfort from cars and trucks, or bike routes and bike boulevards on low-speed and low-volume collectors and residential streets.

In addition to segment-level improvements such as bike lanes, bike routes, and separated bike lanes, the program of infrastructure projects will include identifying key locations for bike parking, key intersections for bicycle-oriented improvements, and bicycle amenities that can support transit access and mobility hubs (e.g. the mobility hub proposed by Montebello Moves near Washington and Greenwood) such as bike repair and bike share stations. For each bicycle project, we will detail information that will assist in prioritization and implementation such as physical constraints, other implementation issues to address, and implementation timeframe; cost estimates will be prepared to help implement those bicycle projects that should be prioritized.

Deliverables: Map of proposed bicycle connectivity network. Detailed list of future projects that should be prioritized for implementation. Bicycle facilities depicted on illustrative plan.

Proposed Pedestrian Program of Projects

Based on the results of the transportation assessment, Kittelson will develop and map a program of proposed pedestrian projects. Projects can consist of segment-level improvements such as sidewalk widening and infill, improvements at key intersections and crossings, and facilities to improve access to key transit stations and stops. For each pedestrian project, we will detail information that will assist in prioritization and implementation such as physical constraints, other implementation issues to address, and implementation timeframe; cost estimates will be prepared to help implement those pedestrian projects that should be prioritized.

Deliverables: Map the proposed pedestrian connectivity improvements. Sidewalks, curb extensions and trees depicted on illustrative plan.

4.6 Proposed ADA Program of Projects

Based on the ramp inventory, technical analysis, and community outreach, Kittelson will develop a proposed list of ramps that should be installed or improved to ADA standards, prioritizing connections to key destinations and disadvantaged populations. We will also identify opportunities implement projects that address sidewalk widths and slopes that serve as barriers to individuals using mobility devices, and improvements such as accessible pedestrian signals (APS) with audible and vibrotactile information for individuals with limited vision.

Deliverables: Priority list of ADA ramps.

4.9 Safe Routes to Schools (SRTS) Program of Projects

In addition to the programs of bicycle and pedestrian projects, Kittelson will develop and map a program of proposed safe routes to schools infrastructure projects that comply with state and federal safe routes to schools guidelines. The program of projects will prioritize key corridors and connections to/from schools meeting crucial disadvantaged population metrics, such as Greenwood Elementary School and surrounding streets like Jacmar Drive. Projects can consist of high-visibility signage, improved and high-visibility school crosswalks, and other facilities to improve visibility, reduce crossing distances, and calm vehicle traffic such as curb extensions/bulbouts. The emphasis will be on routes and facilities that serve children; for example, on-street bike lanes on an arterial street may be limited to serving confident adult bicyclists, not children bicycling with their parents to school.

Deliverables: Maps of proposed transportation projects, by program. Detailed list of future projects that should be prioritized for implementation. Illustrative plan depiction of geometric changes, bicycle facilities, trees and the like. Cost estimates.

Task 5: Final Deliverables

5.1 Project Prioritization

Kittelson will work with the City and key stakeholders to develop a prioritization methodology for ranking and prioritizing projects. We understand that it is important to balance funding constraints and availability, return on investment, implementation timelines and bicycle and pedestrian mobility, safety and operations. We anticipate the prioritization process will involve both quantitative and qualitative criteria, similar to the prioritization we conducted for the City's Bicycle Master Plan. Key to the process is ensuring a focus not only on the technical aspects, but also on social, health, environmental and equity considerations when comparing potential priority projects. To that end, water and open space projects identified by Sherwood Design Engineers (which may likely overlap with transportation projects) will also be prioritized.

Once the prioritization criteria and methodologies are established, Kittelson will develop a list of priority projects under each program, keeping in mind funding sources and timelines as discussed in Task 5.2. A near-term list (next two years/budget cycles) will be developed, along with a longer-term list.

The Arroyo Group will prepare a prioritized list of affordable housing projects for implementation. While such projects are dependent on landowner willingness to redevelop their properties, the prioritization can help planning and economic development staff identify where to prioritize efforts to encourage redevelopment. Affordable housing projects typically take 4-5 years from conceptualization to completion, but those which are ready to begin the process will be noted, and all projects will be ranked in accordance with criteria agreed-upon by the City, which may include relationship with the public works projects identified above (e.g. through AHSC or IIG funding).

Deliverables: Prioritized Lists of Projects for Active Transportation (Bicycle and Pedestrian together or separately), ADA, Safe Routes to School, Affordable Housing, and Water/Open Space.

5.2 Funding Sources and Strategies

Following from the analysis conducted in Task 5.1 and the project costs identified in Task 4, The Arroyo Group Team will prepare an overall implementation cost for the Specific Plan. Applicable/priority grant programs will be listed and related to the proposed programs of projects. Other implementation strategies, such as implementation of improvements as a condition of development, will also be identified. The combination of these approaches will yield a phased plan for implementation of the Specific Plan.

It should be noted that the current environment for affordable housing financing is challenging, given a state budget deficit and high construction costs. Projects which have a local funding (or land) commitment score higher for County funds or tax credits than projects with no local funding attached, and projects within a “High Resource” area are prioritized over those within “Low Resource” and “Moderate Resource” areas like South Montebello. For that reason, we will also identify potential strategies for raising funds at the municipal level to support the affordable housing projects identified in the Specific Plan.

Future financial needs for maintenance and operation will also be discussed in this task, along with strategies to provide ongoing funding, such as CFDs and business improvement districts.

Kosmont will craft economic development goals and strategies to meet the City’s goals and establish a strong economic future. Kosmont will develop actionable measures to mitigate threats and challenges to economic development and achieve identified goals and objectives.

Deliverables: Overall Specific Plan Implementation Cost, Proposed List of Funding Sources related to Proposed Projects, Phased Implementation Plan, Ongoing Funding Needs Strategies. Ongoing Operations Funding and Financing Approach Text.

5.3 Administrative Draft Montebello - TOC Specific Plan and Zoning Code Updates

The Arroyo Group will develop a concise Transit Oriented Community Specific Plan for the Specific Plan area which incorporates all prior relevant tasks and addresses all State requirements (see GOV §65451). The Specific Plan will be a PDF document prepared in Adobe InDesign; all editable and source files would be provided to the City for later update as needed. The Plan may be structured in a variety of methods based on agreement with the City, but it will include the following items:

Vision, Process and Framework

- Description of the process and rationale for the plan
- Key takeaways from community engagement
- Goals, objectives, policies and performance measures (Task 4.1)

Proposed Projects

- Proposed affordable housing program of projects (Task 4.3)
- Proposed bicycle program of projects (Task 4.4)
- Proposed pedestrian program of projects (Task 4.5)
- Proposed ADA program of projects (Task 4.6)
- Proposed safe routes to school program of projects (Task 4.7)

Development Regulations

- Zoning districts map
- Permitted uses matrix. We recommend using a best-practices, more streamlined list of permitted uses than exists in the City’s current zoning code.
- Development standards
- Sidewalk widths/front setback requirements, and streetscape standards to be implemented with adjacent development
- Frontage regulations such as permitted land uses, transparency, entry standards or frontage types
- Relationship of state density bonus law to affordable and mixed-income projects within the area/potential streamlined concession menu

D. PROPOSED SCOPE OF SERVICES

Infrastructure

- Maps of utility infrastructure, including identification of any required upgrades
- Mobility network maps, as required after the urban design framework and proposed projects listed above

Implementation

- Implementation costs (Task 5.1)
- Prioritized lists of projects, linked to potential grant and funding sources (Task 5.1, 5.2)
- Phased development plan (Task 5.2)
- Strategies for ongoing funding needs (Task 5.2)
- Identification of other critical actions to implement the Plan

Deliverables: Administrative Draft Transit-Oriented Community/Multimodal Connectivity Specific Plan.

5.4 Release Draft Transit-Oriented Community Specific Plan and Zoning Code Updates

The Arroyo Group will release the Draft Transit-Oriented Community/Multimodal Connectivity Specific Plan for public review. The Arroyo Group and the City will provide the public with opportunities to make public comments, following review of the drafts.

Additionally, Rincon will participate in discussions with City staff to advise the City on an environmental clearance strategy for the plan.

Deliverables: Public Draft Transit-Oriented Community/Multimodal Community Specific Plan.

5.5 Study Session

The Arroyo Group shall prepare a presentation and presentation materials for a Study Session with Planning Commission and City Council to present the Draft Transit-Oriented Community Specific Plan and Zoning Code Updates. This Study Session will occur prior to the Public Hearings, when Planning Commission and City Council will consider adoption of the Specific Plan and zoning code updates. The presentation for this Study Session would be comprehensive, graphics rich tools that would tell the story of the project and would integrate necessary technical information in an accessible manner.

Deliverables: One Presentation for a Planning Commission/City Council Joint Study Session, Presentation Materials.

5.6 Public Hearings

The Arroyo Group shall prepare a presentation and presentation materials for two public hearings, one of which will be a Planning Commission meeting and the other a City Council meeting. These public hearings will be held for the Commission and Council to consider adoption of the Specific Plan and Zoning Code updates. These two presentations would be comprehensive, graphics rich tools that would tell the story of the project and would integrate necessary technical information in an accessible manner.

Deliverables: Adopted Transit-Oriented Specific Plan and Zoning Code Amendment, Presentations for the Planning Commission and City Council, Materials for the Planning Commission and City Council hearings.

Schedule

The Arroyo Group Team will prepare the administrative draft Specific Plan in approximately one year, leaving the remainder of the grant timeline for public review, hearing and environmental clearance.

CONFLICT OF INTEREST STATEMENT AND COST PROPOSAL

E, F

The Arroyo Group possesses no conflicts of interest with regard to this proposal.

Below is The Arroyo Group Team's cost proposal. We propose to complete the project for the fixed fee of \$500,000. In our opinion, using a fixed-fee contract will avoid the difficulties associated with billing rate justifications, timesheets and detailed. However, should the grant requirements obligate us to provide such documentation or use a different form of contract, we are amenable to doing so, provided that we still be able to achieve a budget of \$500,000 for the services promised in this RFP.

Budget - Washington Corridor Transit- Oriented Communities/Multimodal Connectivity Specific Plan Consulting Services	THE ARROYO GROUP PLANNING, ENGAGEMENT							KITTLESON TRANSPORTATION							KOSMONT ECONOMICS					SHERWOOD ENGINEERS ENVIRONMENTAL					RINCON ENVIRONMENTAL			ACTIVE SOV COMMUNITY ENGAGEMENT					TEAM				
	Principal / PM Philip Burns, AICP \$215	Consulting Principal Ian Dickenson \$215	Sr Associate - Outreach Anton Anderson \$160	Placemaking Director Lance Lowrey, ASLA \$160	Associate - Architecture William Bowser \$120	Associate - Planning Margaret Munoz \$120		Michael Sahimi \$209.24	Mychal Loomis \$280.15	Tim Emey \$355.48	Jeff Riegner \$302.12	Fred Wisner \$258.12	Sam Liu \$173.66	Karen Phan \$162.07	Mingmin Liu \$203.81	Transportation Analyst \$136.17		Ken K. Hira, President \$425	Fernando Sanchez \$295	Vice President Adira Strauber \$195			Associate Principal Jimmy Galvez \$260	Project Manager Sai Prateek Narayan \$240	Project Engineer \$220	Design Engineer II \$195		Principal Danielle Griffith \$318	Associate II \$121		Executive Director David Diaz Avelar \$120	Program Director Danielle Zamora \$120	Communications Manager Dale Zapata \$120				
TASK 1: PROJECT MANAGEMENT AND COORDINATION	\$13,368							\$7,634							\$11,180					\$3,260					\$0			\$3,960					\$39,402				
1.1 Kick-Off Meeting		3	3	3		3	3	\$2,490	8		4						\$3,096	4	4	4	\$3,660		2	2			\$1,000				\$0	2	2	2	\$720	\$10,966	
1.2 Project Team Meetings		32				15	17	\$10,720	16	1		1	1				\$4,188	8	8	8	\$7,320		5	4			\$2,260				\$0	3	12		12	\$3,240	\$27,728
Non-Labor								\$158									\$350				\$200													\$0	\$708		
TASK 2: DATA COLLECTION AND ANALYSIS	\$32,325							\$34,275							\$30,355					\$18,620					\$0			\$0					\$115,575				
2.1 State, Regional, and Local Agency Plan/Policy Review		4				30		\$4,460	4		2	1	1			20	\$4,832				\$0														\$0	\$9,292	
2.2 Analysis of Existing Conditions Study		20				24	60	\$14,380	1		2				8		\$2,217	23	37	47	\$29,855						\$0								\$0	\$46,452	
2.3 Project Area-wide Origins-Destinations, Intermodal Connectivity, and First/Last Mile Needs Analysis and Mapping		8				15	15	\$5,320	4			1	2	4	6	16	\$5,501				\$0														\$0	\$10,821	
2.4 Existing Infrastructure/Facilities Inventory		5						\$1,075	3				1	6	6	8	\$3,990				\$0		10	20	51		\$18,620								\$0	\$23,685	
2.5 Equity Study		5				10		\$2,275									\$0				\$0														\$0	\$2,275	
2.6 Accidents and Safety Analysis and Mapping		5						\$1,075	2	2				6	6		\$2,993				\$0														\$0	\$4,068	
2.7 Needs Analysis		4				24		\$3,740	12	4	2	2	2	6	6	2	32	\$12,242				\$0														\$0	\$15,982
Non-Labor								\$0									\$2,500				\$500														\$0	\$3,000	
TASK 3: STAKEHOLDER AND COMMUNITY ENGAGEMENT	\$32,680							\$8,196							\$0					\$0					\$0			\$48,960					\$89,836				
3.1 Develop Stakeholder Engagement Plan		4		4		12		\$2,940	2								\$418				\$0												5	10	15	\$3,600	\$6,958
3.2 Project Website, Social Media Interactive Town Hall, and Marketing/Publicity		4				8		\$1,820									\$0				\$0											30	55	91	\$21,120	\$22,940	
3.3 Community Survey		4		2		8		\$2,140						8			\$1,389				\$0											5	5	7	\$2,040	\$5,569	
3.4 Conduct Community Outreach Meetings, Open House, and Workshops		40		8		40	80	\$24,280	24					8			\$6,318				\$0											30	60	95	\$22,200	\$52,798	
Non-Labor								\$1,500									\$70				\$0														\$0	\$1,570	
TASK 4: DEVELOPMENT OF THE TOC/MC SPECIFIC PLAN	\$64,620							\$34,044							\$0					\$7,460					\$7,536			\$0					\$113,660				
4.1 Goals, Objectives, Policies, and Performance Measures		10			2	14		\$4,150	5	2	8	2					\$5,055				\$0									10	36					\$0	\$16,741
4.2 Best practices – Design Elements Toolbox								\$0									\$0				\$0															\$0	\$0
4.3 Illustrative Plan and Renderings		12			12	180		\$26,100									\$0				\$0															\$0	\$26,100
4.4 Proposed Affordable Housing Program of Projects		30				66	25	\$17,370									\$0				\$0															\$0	\$17,370
1.5a Proposed Bicycle Program of Projects		12			12			\$4,500	8	4		8	4			6	12	\$9,101				\$0		2	3	7		\$2,780								\$0	\$16,381
1.5b Proposed Pedestrian Program of Projects		12			12			\$4,500	8	4		8	4			6	12	\$9,101				\$0		2	3	7		\$2,780								\$0	\$16,381
4.5c Proposed ADA Program of Projects		4			4			\$1,500	2	2		2	6	4	6	4		\$5,614				\$0		2	3	3		\$1,900								\$0	\$9,014
1.5d Safe Routes to Schools Program of Projects		4			4			\$1,500	4	2	2	8			4			\$5,173				\$0														\$0	\$6,673
Non-Labor								\$5,000									\$0				\$0															\$0	\$5,000
TASK 5: FINAL DELIVERABLES	\$72,335							\$26,839							\$23,425					\$14,810					\$2,558			\$1,560					\$141,527				
5.1 Project Prioritization		8						\$1,720	8				8	8	12		\$5,994				\$0															\$0	\$7,714
5.2 Funding Sources and Strategies		16				30		\$7,040	4		6			8		8	\$5,356	8	15	20	\$11,725															\$0	\$24,121
5.3 Administrative Draft TOC/MC Specific Plan		78			40	98	115	\$48,730	6		6	6			16	8	\$9,551	5	10	8	\$6,635		8	15	30		\$12,280									\$0	\$77,196
5.4 Release Draft Transit-Oriented Communities Specific Plan and Zoning Code Updates		24				12	24	\$9,480	6		2	2			12	6	\$5,833				\$0									5	8					\$0	\$17,871
5.5 Study Session		5				10	10	\$3,475									\$0	5	6	6	\$5,065															\$0	\$8,540
5.6 Public Hearings		6					5	\$1,890									\$0				\$0											5	2	6	\$1,560	\$3,450	
Non-Labor								\$0									\$105				\$0															\$0	\$2,635
Total Labor Hours	359	3	17	86	463	490												53	80	93			31	50	98	0			15	44		80	146	228			
	\$215,328							\$110,988							\$64,960					\$44,150					\$10,094			\$54,480					\$500,000				



Appendix "C" Reference Sheet

RFP 25 – 08 Washington Corridor Transit-Oriented Communities/Multimodal Connectivity Specific Plan Consulting Services

Entity Name City of Vernon

Business Address 4305 S. Santa Fe Ave., Vernon, CA 90058

Name of Contact Daniel Wall

Title Contact Director of Public Works

Telephone Number of Contact (323) 583-8811 x305

Email of Contact dwall@cityofvernon.org

Description of Project Zoning and transportation plan for mixed use in industrial area.

Date of Service (2020-2023)

Entity Name Los Angeles County Metropolitan Transportation Authority

Business Address 1 Gateway Plaza, Los Angeles, CA 90012

Name of Contact Katie Lemmon

Title Contact Senior (Former) Transportation Planning Manager

Telephone Number of Contact _____

Email of Contact katie@lemmonplanning.com

Description of Project Urban design and active transportation plan to connect under construction metro stations.

Date of Service (2018-2019)

Entity Name City of Compton

Business Address 205 S. Willowbrook Ave., Compton, CA 90220

Name of Contact Robert Delgadillo

Title Contact Senior Planner

Telephone Number of Contact (310) 605-5526

Email of Contact rdelgadillo@comptontcity.org

Description of Project Transit-oriented development specific plan around the metro station.

Date of Service (2019-2022)

EXHIBIT “B”

Schedule of Compensation



Appendix "D"

Cost Proposal

COST SHEET							
	Year 1		Year 2		Year 3		
	Rate/Unit	Not to exceed Annual Cost	Rate/Unit	Not to exceed Annual Cost	Rate/Unit	Not to exceed Annual Cost	TOTAL 3-Yrs (2024-2027)
Project Management	\$205.22	\$ 39,402	\$	\$	\$	\$	\$39,402
Data Collection	\$193.59	\$115,575	\$	\$	\$	\$	\$115,575
Stakeholder Engagement	\$135.30	\$89,836	\$	\$	\$	\$	\$89,836
Plan Development	\$180.55	\$225,326	\$178.81	\$29,861	\$	\$	\$255,187
Compliance/Reporting	\$	\$	\$	\$	\$	\$	\$
Reimbursable Expenses	\$	\$	\$	\$	\$	\$	\$
TOTAL ANNUAL AMOUNT		\$470,139		\$29,861		\$	\$500,000

EXHIBIT “C”

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check (“Live Scan”) performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a “Temporary Consultant’s Badge” issued by the City of Montebello Human Resources prior to performing work.

EXHIBIT “D”**Caltrans LAPM Exhibit 10-R****Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE**

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[Note: italic text within brackets throughout the Articles is intended for instructional purposes only]

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(THE ARROYO GROUP)

Incorporated in the State of **(CALIFORNIA)**

The Project Manager for the "CONSULTANT" will be

(PHILIP BURNS)

The name of the "LOCAL AGENCY" is as follows:

(CITY OF MONTEBELLO)

The Contract Administrator for LOCAL AGENCY will be **(JOSEPH PALOMBI)**

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated **(MARCH 17, 2025)**. The approved CONSULTANT's Cost Proposal is attached hereto **(EXHIBIT B)** and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

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

ARTICLE III STATEMENT OF WORK

[Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."]

A. CONSULTANT Services

[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).]

B. Right of Way

[State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.]

C. Surveys

[State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.]

D. Subsurface Investigations

[State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.]

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

[For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.]

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.]

- A. This AGREEMENT shall go into effect on **(MAY 28, 2025)**, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on **(JUNE 30, 2027)**, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.]

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *[Local Agency to include either (a) or (b) below; delete the other one]*
- (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
 - (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- City of Montebello – Planning and Community Development
Attn: Joseph Palombi, Director
1600 W. Beverly Blvd., Montebello CA 90640
Email: JPalombi@montebelloca.gov
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (500,000). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

City of Montebello – Planning and Community Development
Attn: Joseph Palombi, Director
1600 West Beverly Boulevard Montebello, CA 90640
Email: JPalombi@montebellocal.gov

The total amount payable by LOCAL AGENCY shall not exceed \$(500,000).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- A. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- B. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- C. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

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

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.]

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

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

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

CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR

§§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- C. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- D. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- E. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- F. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants
- H. CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR
- I. §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- J. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- K. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- L. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- M. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- N. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- O. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is [REDACTED]%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and [Replacement](#) of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or [replace](#) a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

[Termination of DBE Subconsultants](#)

[After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:](#)

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper]

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[For PS&E contracts add paragraph F, below, to paragraphs A through E, above]

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT 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 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT**A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES**APPENDICES A - E of the TITLE VI ASSURANCES**

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

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

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(THE ARROYO GROUP)

(PHILIP BURNS), Project Manager

(40 E. COLORADO BLVD., STE E)

(PASADENA, CA 91105)

LOCAL AGENCY:

(CITY OF MONTEBELLO – PLANNING AND COMMUNITY DEVELOPMENT)

(JOSEPH PALOMBI), Contract Administrator

(1600 W. BEVERLY BLVD.,)

(MONTEBELLO, CA 90640)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(CITY OF MONTEBELLO)

(THE ARROYO GROUP)

(Signature)
(Joseph Palombi)

(Signature)
(Philip Burns)

Date: _____

Date: _____

RESOLUTION NO. 24-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE RECEIPT OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ("CALTRANS") SUSTAINABLE TRANSPORTATION PLANNING GRANT AWARD RELATED TO THE CITY'S TRANSIT-ORIENTED COMMUNITIES/MULTIMODAL CONNECTIVITY SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CALTRANS RELATED TO THE GRANT AWARD ON BEHALF OF THE CITY OF MONTEBELLO

RECITALS

WHEREAS, in 2017, the California Legislature passed Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017, a transportation funding bill that provides a reliable fund source to maintain and integrate the State's multi-modal transportation system including making approximately \$25 million in SB 1 funds available for Sustainable Communities Grants per grant cycle; and

WHEREAS, in October 2023, the California Department of Transportation ("Caltrans") Division of Transportation Planning opened the application process for the Sustainable Transportation Planning Grant Program with the purpose of funding local and regional multimodal transportation and land use projects; and

WHEREAS, the City's Planning and Community Development Department, in collaboration with the Los Angeles County Metropolitan Transportation Authority ("LA Metro"), applied for the Sustainable Transportation Planning Grant in January 2024; and

WHEREAS, on July 9, 2024, Caltrans announced the Fiscal Year 2024-2025 Sustainable Transportation Planning Grant Awards including awarding the City of Montebello a grant for the City's Transit-Oriented Communities/Multimodal Connectivity Specific Plan; and

WHEREAS, the City of Montebello wishes to proceed with the project activities associated with the grant.

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

SECTION 1. The City Manager is hereby authorized and directed to execute the Sustainable Transportation Planning Grant documents and any amendments thereto, to deliver all documents required or deemed necessary or appropriate to secure the Grant Award, and to negotiate and enter into a contract with Caltrans related to the grant award on behalf of the City in a form approved by the City Attorney's Office. Additionally, the City Manager is authorized to take any other action required to meet the City's obligations related to the grant.

RESOLUTION NO. 24-66

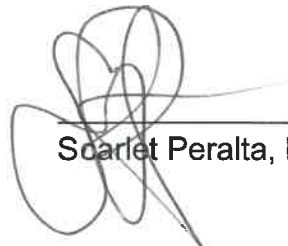
Page 2 of 3

SECTION 2. The City shall be subject to the terms and conditions specified by Caltrans as a part of a contractual agreement executed by the City Manager. Any and all activities funded, information provided, and timelines represented will be enforceable through the fully executed contractual agreement. Pursuant to the terms of the contract entered into with Caltrans, the City hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved grant application.

SECTION 3. The adoption of this resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; section 15060(c)(3) because the activity is not a project as defined in Section 15378; and section 15061(b)(3) because the activity is covered by the general rule or common sense exemption that CEQA applies only to projects which have the potential for causing significant effect on the environment. Due to there not being a possibility that this resolution may have a significant adverse effect on the environment, the item is exempt from CEQA.

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

APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST, 2024.



Scarlet Peralta, Mayor

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO)

SS:



RESOLUTION NO. 24-66

Page 3 of 3

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-66 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 28th day of August 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES: Melendez, Jimenez, Tamayo, Torres, Peralta

NOES: None

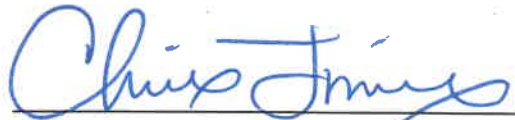
ABSTAIN: None

ABSENT: None

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:

8/28/2024



Christopher Jimenez, City Clerk

California Department of Transportation

DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32 SACRAMENTO, CA 94273-0001
(916) 261-3326 | TTY 711
www.dot.ca.gov



July 9, 2024

SENT VIA E-MAIL

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, we are pleased to congratulate you on your Sustainable Transportation Planning Grant award.

Sustainable Transportation Planning Grant Program						
Grant Award Fiscal Year	24-25	Grant Category	Sustainable Communities Competitive		Grant Fund Source	RMRA
Project Title	Transit-Oriented Communities/Multimodal Connectivity Specific Plan					
Grantee/Agency	City of Montebello					
Executive Director	Raul Alvarez					
Grantee/Agency Contact	Joseph Palombi					
Sub-Recipient(s)						
Caltrans District Contact(s)	James Santiago					
Caltrans District Contact(s) E-mail	james.santiago@dot.ca.gov					
Grant Award	Local Match (Cash)	Local Match (In-Kind)	Total Local Match	% Local Match	Total Project Cost	
\$442,650	\$57,350	NA	\$57,350	11.47%	\$500,000	
Conditions of Award Due to Caltrans		Grant Expiration Date		Final Invoice Due		
8/16/24		6/30/27		8/29/27		
* The final contractually agreed upon Local Match and Fund Source are located on the Grant Application Cover Sheet and Project Cost and Schedule. Any change in Local Match that increases/decreases the Total Project Cost must be approved by Caltrans and may require a Formal Amendment. Each invoice must include the contractual/agreed upon local match % - any deviation to this amount requires an approved Tapered Local Match Amendment prior to invoice submittal. Any change to the Local Match Fund Source requires prior Caltrans approval and an Administrative Amendment.						

Next Steps

1. The Caltrans District Grant Manager will schedule a Conditional Award Meeting with your agency soon.
 - The attached specific and general conditions and project revisions necessary to accept grant funding will be discussed at this meeting.
2. The required conditions must be submitted to the Caltrans District Grant Manager no later than the date listed in the table above.
 - Failure to satisfy these conditions will result in the forfeiture of grant funds.
3. The Caltrans District Grant Manager will review and approve all items required to fulfill the attached specific and general conditions.
4. Once the required conditions are met and the agreement is executed, the Caltrans District Grant Manager will:
 - Send a Notice to Proceed letter (for MPO/RTPAs, this will happen after the OWP/OWPA formal amendment is processed). *Grant work cannot begin until the Notice to Proceed letter is received by your agency.*
 - Coordinate and schedule a grant kick-off meeting with your agency.

If you have questions concerning your Conditional Grant Award, please reach out to your Caltrans District contact listed in the table above.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional and Community Planning

Attachments:
Specific and General Conditions

Sustainable Transportation Planning Grant Program

Grant Award Specific and General Conditions

Specific Conditions

If Specific Conditions have been identified for this grant, they will be listed below. Please make all necessary revisions to the Grant Application Cover Sheet, Scope of Work (SOW), and/or the Cost and Schedule, and complete the right column to indicate where the specific conditions were addressed.

Specific Conditions	Conditions Addressed List Document, Section & Page(s)
1. Grant Application Cover Sheet - Remove "x" from Climate Adaptation grant category.	Revised Cover Sheet, Part A. Application Information Grant Category (Page 1/130)
2. Revise schedule to reflect a Nov. 2024 - June 2027 timeline.	Revised Part H. Application Narrative Project Timeframe (Page 11/130)
3. Disclaimer, Introduction, Project Stakeholders, Overall Project Objectives, and Summary of Project Tasks sections are missing from the SOW (refer to the Application Grant Guidelines, Appendix B). Update SOW accordingly using SOW template document. District 7 staff can provide if needed.	Updated Scope of Work (Page 21-32/130)
4. Stand alone project management tasks are now allowed. Task 1 – Project Management Plan and Team Meetings must be removed and the task budget and activities should be spread to the tasks where those activities will occur.	Project Management Plan and Team Meetings task removed and activities included within
5. Ensure task titles are consistent between the SOW and the Cost & Schedule.	Scope of Work (Page 21/130) and Cost and Schedule (Page 35/130) updated for consistency.
6. Ensure the Final Plan is an ADA-accessible document.	Language included within S.O.W. Task 4 deliverables (page 31/130) that the Final
7. Identify the authorized signer(s) and email address(s) for the grant agreement that will be routed via Adobe Acrobat Sign	The City Manager, Raul Alvarez, will be the authorized signed for the grant agreement. His
8. Complete form STD 1000 - Generative Artificial Intelligence (GenAI) Disclosure & Factsheet	To be completed by 8/16

Specific Conditions	Conditions Addressed List Document, Section & Page(s)

General Conditions

Please review the General Conditions below and complete them, as necessary. Most of these items are outlined in the Grant Application Guide, Ch. 6 and Appendix B.

- **Board Resolution** – A current (less than one year old) Local Board Resolution, signed by the governing board that includes the grant project title and job title of the person authorized to enter into a contract with Caltrans, is required to be submitted to Caltrans by September 13, 2024.
- **Government Entity Taxpayer ID Form** is now required in place of the previously required STD-204. It is required by Caltrans Accounting to ensure payments are sent to the correct recipient and address.
- **Generative Artificial Intelligence (GenAI) Disclosure (STD 1000)** is a new form now required by Caltrans for all contract submittals. The Solicitation Number field can be left blank.
- **Scope of Work (SOW) and Project Cost and Schedule** (Refer to Grant Application Guide, Appendix B Checklists) These are frequently missed requirements:
 - Project Management stand-alone tasks, staff and/or consultant coordination are not allowed. Project Management activities must be charged to the tasks in which they are accrued.
 - Include tasks for a kick-off meeting with Caltrans, invoicing, quarterly reporting, and Board adoption or acceptance.
 - Ensure the deliverable for the consultant procurement task includes: Request for Proposal (RFP), executed consultant contract, and a copy of your agency's procurement procedures.
 - The earliest project start date is November 4, 2024, with an end date of June 30, 2027. The Project Cost and Schedule will need be updated to reflect your proposed start date. At least one task must extend to the grant expiration date on June 30, 2027.
 - Indirect Costs - For Local Government Agencies requesting to bill for indirect costs: Indirect costs must be identified in the SOW and Project Cost and Schedule, and the indirect cost rate included at the bottom of the Project Cost and Schedule.
- **Grant Application Cover Sheet and Project Cost and Schedule**
 - Ensure the grant award, local match, and total project costs are consistent with the award letter amounts.
- **Grant Application Cover Sheet** - Must identify the specific source of cash and in-kind local match funds; and must identify the agency providing the local match.
 - If your agency is using staff time as a cash match, the application cover sheet must identify the source of local match funds for staff time (e.g., General Fund).
 - Direct grantee staff time is not an allowable in-kind match and must be identified as cash match.
- **Third Party In-Kind Valuation Plan, if applicable** - Third-party in-kind contributions consist of goods and services donated from outside the grantee's agency (e.g., printing, facilities, interpreters, equipment, advertising, staff time, and other goods or services). If utilizing third-party in-kind contributions to satisfy the local match requirement:
 - Ensure in-kind contribution information is identified on the Grant Application Cover Sheet and Project Cost and Schedule.
 - To clarify, sub-recipient staff time, if reimbursed, is considered cash match. If donating their time, it is considered in-kind.

- Submit a Third-Party In-kind Valuation Plan. The district can provide a copy of the valuation plan checklist and template.
- **Ensure Consistency** - All changes made to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule are made consistently in all documents.

Grant Administrative Requirements

Refer to the Grant Application Guide, Ch. 6, and the Restricted Grant Agreement boilerplate for a detailed overview of the Grant Administrative Requirements that must be adhered to over the life of the project. In summary:

- **Third Party Contracts** - Competitive consultant procurement, i.e., Request for Proposals (RFP) is required for all grant projects.
 - If there is a consultant on-board, ensure the process to procure the consultant was a competitive process (documentation must be provided to Caltrans); the grant work must have been part of the original RFP.
 - If using an on-call consultant list, the process for establishing the list must be competitive and less than five years old (documentation must be provided to Caltrans)
 - If the consultant helped to prepare the Project Scope of Work or grant application, they shall not be considered in the consultant procurement.
- **Quarterly Reporting** – Quarterly Progress Reports (a narrative of completed project activities) are submitted on a quarterly basis.
- **Invoicing and Financial Requirements** –
 - Maintain a proper accounting system (MS Excel is unacceptable).
 - Request for Reimbursements/invoices (RFRs) at least quarterly, but no more than monthly.
 - One-time, lump sum invoices are not allowed.
 - If requesting reimbursement of indirect costs, a copy of the ICAP/ICRP acceptance letter must be submitted with the first invoice.
 - Local match commitments must be satisfied with every RFR/invoice, including any local match amount above the minimum amount. If you are unable to meet this commitment, coordinate with your district Contract Manager.
 - All work must be completed by June 30, 2027.
 - Final RFR/invoice and the final product are due no later than August 29, 2027.
 - The final RFR/invoice will not be processed without the final product.
 - An Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) must be submitted each year to the Inspector General Independent Office of Audits and Investigations for approval. Instructions for submitting an ICAP/ICRP are available at the following webpage: <https://ig.dot.ca.gov/resources>
- **Grant Amendments** - Proposed changes to the Grant Application Cover Sheet, SOW, and Project Cost and Schedule (e.g., local match amount, fund source, movement of funds) will require an Amendment and Caltrans approval. Please contact Caltrans for guidance on this process.



ITEM # 17

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

**SUBJECT: APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 25-13
FOR CONSULTANT SERVICES FOR A CITYWIDE HISTORIC
PRESERVATION PROGRAM**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the issuance of Request for Proposals (RFP) No. 25-13 for Professional Consulting Services to prepare a Citywide Historic Context Statement and conduct a comprehensive Citywide Historic Resources Survey to assist the City in developing a Citywide Historic Preservation Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The action requested as part of this staff report will have no fiscal impact. The proposed budget associated with the project will be presented for City Council consideration when a Professional Services Agreement is awarded to the selected consultant as a result of Request for Proposals (RFP) No. 25-13. If necessary, a budget amendment will be recommended at that time.

BACKGROUND/DISCUSSION:

On April 10, 2024, the City Council adopted the City of Montebello General Plan. Included in the plan is a section dedicated to the historic preservation of the City's cultural resources. The policies and actions outlined in this section are designed to help the City

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

Page 2 of 3

build awareness and appreciation for its historic assets, with a gradual approach toward developing a more comprehensive program and ultimately adopting a Historic Preservation Ordinance.

Currently, the City does not have a formal Historic Preservation Ordinance or a Preservation Program. As a growing community with a rich history, it is essential to adopt policies that safeguard our heritage and guide future development in a way that honors the historical and cultural significance of our built environment.

The City is committed to maintaining its historical character while balancing the needs for sustainable growth and development. The mission of this project is to provide a comprehensive source of information on the types of resources that are significant to all aspects of the City's history and to identify, preserve and conserve historic buildings, structures, objects, landscapes, sites and districts.

The proposed RFP seeks to identify a highly qualified consultant to prepare a Citywide Historic Context Statement and conduct a comprehensive Citywide Historic Resources Survey to assist the City in developing a new Historic Ordinance and Historic Preservation Program. This initiative aims to establish a framework that will protect and preserve the City's historic resources, ensuring that future development is sensitive to the City's cultural heritage.

If approved by the City Council, RFP No. 25-13 will be published to solicit proposals from qualified consultants to provide the services outlined within the RFP. Following is a tentative timeline for the RFP process:

<u>RFP TENTATIVE SCHEDULE</u>	
RFP Released	Thursday, May 29, 2025
Online Q&A Deadline	Wednesday, June 11, 2025 at 11 a.m. PST
Proposal Due Date/Submission Deadline	Thursday, June 26, 2025 at 11 a.m. PST
Award Date	Summer – Fall 2025

ENVIRONMENTAL:

Pursuant to the provisions of the California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3), the project is covered by the commonsense exemption. CEQA applies only to projects that may cause a significant environmental effect. Soliciting proposals for historic preservation services does not result in direct or indirect physical environment changes, therefore this item is exempt from CEQA under Section 15378.

ANALYSIS:

N/A

SUMMARY:

Staff recommends that City Council authorize the issuance of RFP No. 25-13 for professional consulting services related to historic preservation. The objective of the project is to develop the City's first Historic Preservation Ordinance and Historic Preservation Program, and prepare a Historic Context Statement in accordance with the policies and actions in the City's recently adopted General Plan.

ATTACHMENT(S)

1. Attachment A - Request for Proposal No. 25-13



CITY OF MONTEBELLO

Request for Proposals

RFP No. 25 – 13

Citywide Historic Preservation Services

Release Date: Thursday, May 29, 2025

Questions Due: Wednesday, June 11, 2025, at 11:00 a.m. PDT

Due Date: Thursday, June 26, 2025, at 11:00 PDT

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TO PROSPECTIVE PROPOSERS

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

DATE OF SOLICITATION

May 29, 2025

PROJECT

Citywide Historic Preservation Services

PROPOSAL OWNER

City of Montebello – Planning and Community Development Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Joseph Palombi, Director of Planning and Community Development
Department
Contact Phone: (323) 887-1200
Contact E-Mail: jpalombi@montebellocity.gov

PROPOSAL CONTACT

City of Montebello – Planning and Community Development Department
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Viviana Esparza, Planning Manager
Contact Phone: (323) 887-1200
Contact E-Mail: vesparza@montebellocity.gov

Any questions about this RFP should be submitted via the City's PlanetBids Portal by Wednesday, June 11, 2025, at 11:00 a.m. PST. Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

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Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal

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1.0 Notice Inviting Proposals

The City of Montebello (the “City”) is seeking proposals from qualified historic preservation consultants or firms to prepare a Citywide Historic Context Statement and conduct a comprehensive Citywide Historic Resources Survey to assist the City in developing a new Historic Ordinance and Historic Preservation Program. This initiative aims to establish a framework that will protect and preserve the City’s historic resources, ensuring that future development is sensitive to the City’s cultural heritage.

Services must be formed in accordance with the specifications, terms, and conditions identified in Request for Proposals (RFP) 25-13. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>

Prospective consultants must register with PlanetBids before being able to view or submit a response.

Questions must be submitted by **Wednesday, June 11, 2025, at 11:00 a.m. PST.**

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

Proposals must be submitted via PlanetBids by **Thursday, June 26, 2025, at 11:00 a.m. PST.**

Responses will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified consultants to submit proposals for professional services to conduct a comprehensive citywide survey of all historic resources. In addition to the survey, the selected consultant will lead the development of the City's first Historic Preservation Ordinance and Historic Preservation Program. The consultant will also prepare a Historic Context Statement aligned with the goals, policies, and actions outlined in the City's recently adopted General Plan.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP Thursday, May 29, 2025
- Online Q&A Deadline Wednesday, June 11, 2025 at 11 a.m. PST
- Deadline to Submit Responses Thursday, June 26, 2025 at 11 a.m. PST
- City Review of Submissions Summer 2025
- Notifications Sent to Consultants Summer 2025
- Award Summer-Fall 2025

4.0 Purpose

The purpose of this solicitation is to identify a qualified Consultant to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. The City is seeking proposals from qualified historic preservation consultants or firms to prepare a Citywide Historic Context Statement and conduct a comprehensive Citywide Historic Resources Survey to assist the City in developing a new Historic Ordinance and Historic Preservation Program. This initiative aims to establish a framework that will protect and preserve the City's historic resources, ensuring that future development is sensitive to the City's cultural heritage.

The City is committed to maintaining its historical character while balancing the need for sustainable growth and development. The mission of this project is to provide a comprehensive source of information on the types of resources significant to all aspects of the City's history and to identify, preserve and conserve historic buildings, structures, objects, landscapes, sites and districts.

The project will also include the preparation and implementation of a public outreach plan designed to engage a wide range of the City's constituencies. Multiple outreach

venues will be utilized to ensure that all Montebello residents are informed about the project and encouraged to participate.

Currently, the City does not have a formal Historic Preservation Ordinance or a Preservation Program. As a growing community with a rich history, it is essential to adopt policies that safeguard our heritage and guide future development in a way that honors the historical and cultural significance of our built environment.

5.0 Scope of Work/Services

The selected consultant, working under the direction of staff from the City's Planning & Community Development Department, the selected consultant will bring the necessary expertise to conduct a comprehensive Citywide survey of all historic resources. The consultant will also lead the project forward to assist with the development of the City's first Historic Preservation Ordinance and Historic Preservation Program, and prepare a Historic Context Statement in accordance with the policies and actions in the City's recently adopted General Plan.

The Scope of Services shall include, but is not limited to, performing the following tasks:

1. Kick-Off Meeting and Ongoing Project Management

- Conduct an initial meeting with key City staff to discuss the parameters of the Consultant's work, discuss goals and objectives, identify potential questions and needs, and finalize the project schedule and next steps.
- Schedule and hold bi-weekly meetings between City staff and the consultants throughout the duration of the project to monitor progress and ensure alignment.

2. Community Meetings & Engagement

- Engage with local stakeholders, including residents, business owners, preservation groups such as the Montebello Historical Society, and municipal departments, to gather input on preservation priorities and concerns.
- Facilitate public meetings, workshops, and interviews as needed to incorporate diverse perspectives into the Program. Work with City staff to arrange and advertise the meeting/workshops.
- Draft associated outreach materials and content. Submit all outreach material to City staff for approval prior to implementation.
- Conduct study sessions with City decisionmakers.
- Provide the City with materials and content in a format suitable for uploading to the City's website.

3. Assessment of Existing Resources

- Conduct a comprehensive field survey of all historic resources within the City of Montebello, including buildings, objects, landscapes, sites, and districts.

4. Development of the Historic Preservation Ordinance

- Draft an ordinance that establishes policies and procedures for historic preservation, including criteria for designating landmarks and districts, rehabilitation guidelines, and incentives for preservation.
- Ensure alignment with state and federal preservation laws, the City's General Plan, and community and decisionmaker input.

5. Creation of Historic Context Statement

- Research and develop a citywide historic context statement to guide future historic resource survey efforts to identify individually eligible resources and historic districts.

6. Creation of a Preservation Program

- Develop a Preservation Program that outlines how the city will implement and enforce the Historic Preservation Ordinance. This should include recommendations for staffing, funding sources, training, new internal processes, public outreach, and ongoing monitoring of historic properties.
- Provide recommendations for creating a historic preservation commission or strengthening existing committees.

7. Planning Commission and City Council Public Hearings (On-Site)

- Prepare staff reports and presentation materials for Planning Commission and City Council meetings.
- Present the draft Historic Preservation Ordinance, Historic Context Statement, and Historic Preservation Program to the Planning Commission and City Council.

6.0 Consultant Qualifications

The selected consultant must have the following minimum qualifications:

- A skilled and professional team, with clearly defined roles and responsibilities, capable of delivering high-quality results.
- Relevant experience for the type of work outlined in the Scope of Services.
- Extensive knowledge of historical preservation.
- Significant experience working with local governments.

- Demonstrated knowledge of applicable local, state, and federal codes and laws that may be applicable to the work.
- Demonstrated knowledge and capability to produce project documents as outlined in the Scope of Services.
- Proven record of completing tasks and projects on-time and on-budget.
- Flexibility in adapting to meet the needs of unique organizations.

Background Check

Consultant representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

- A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
- B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:
 - i. Qualifications as they relate to this project - 65%
 - a. Thoroughness and understanding of the tasks to be completed
 - b. Background and experience
 - c. Knowledge of the City of Montebello
 - d. Experience of personnel assigned to the work
 - e. Communication Skills
 - f. Interview, if required

- ii. Reputation for integrity and competence – 15%
 - a. Positive Reference Checks
 - b. Work Samples
- iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal opening must be filed in writing or by email no later than ten (10) working days before opening. The most common types of protest that might be filed before a proposal opening include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

- A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

Mail:
 Michael Solorza, Director of Finance
 City of Montebello
 Attn: Department of Finance
 1600 W. Beverly Blvd
 Montebello, CA 90640

or

E-mail:
msolorza@montebelloca.gov

- B. The protest must contain factual and legal reason(s) and should recommend a

proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

- C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.
- D. All potential proposers will be advised of a pending protest.
- E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:
 - The items to be procured are urgently required;
 - Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)

A protest filed after a proposal deadline must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement

The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement. Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance

The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than \$2,000,000 per occurrence and \$4,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than \$1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an

authorized designee's discretion.

13.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

- A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.
- B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.
- C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.
- D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records

The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

16.0 Subcontractors

The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

18.0 Disclosure of Information

- A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.
- B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications

Consultant and Consultant representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights

At its discretion, the City reserves the right to:

- A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:
 - i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
 - ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

- B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;
- C. Accept all or any part of a proposal;
- D. Cancel the entire RFP;
- E. Issue subsequent RFPs; or
- F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Sample Professional Services Agreement

Appendix C – Cost Proposal

Appendix D – References



ITEM # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **FISCAL YEAR 2025-26 CONFIRMATION OF ANNUAL TAX RATE FOR
VOTER APPROVED INDEBTEDNESS**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Review and adopt the attached resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for Fiscal Year 2025-26; and,
2. Direct staff to forward the resolution to the Los Angeles County Auditor Controller within the required time limit; and,
3. Direct staff to take whatever additional actions necessary to ensure collection of the property tax override; and,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). This voter-approved property tax override revenue is utilized to fund annual debt service on the Series 2020 Pension Obligation Bonds (issued in June 2020 to retire the City's unfunded actuarial liability) as well as pay for all ongoing and future pension-related costs.

The table below presents historical actuals and the FY 2025-26 proposed (forecasted) revenue in Fund 205 (Retirement Fund):

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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	2020-21 Actuals	2021-22 Actuals	2022-23 Actuals	2023-24 Budget	2023-24 Actuals	2024-25 Budget	2025-26 Proposed Budget
Property Tax Override	10,197,365	10,480,138	11,223,235	11,155,000	11,853,665	11,533,000	12,480,000
Property Tax Override-Successor Agency	4,740,590	4,088,990	4,896,233	4,293,400	4,749,953	5,100,000	5,100,000
Interest Revenue	73,010	98,079	410,702	170,000	772,531	165,000	150,000
	15,010,965	14,667,207	16,530,170	15,618,400	17,176,149	16,798,000	17,730,000

As the table above shows, the FY 2021-22 actuals were \$14.667 million, FY 2022-23 actuals of \$16.530 million, FY 2023-24 actuals of \$17.176 million and an adopted budget of \$16.798 million for FY 2024-25. The majority of that revenue is from property tax assessments – inclusive of former redevelopment agency project areas. For FY 2025-26, the projected revenue for the Retirement Fund is \$17.730 million. Using actuals from FY 2020-21 to FY 2023-24, the average year-over-year change in revenue has been 4.77%.

The attached resolution sets the property tax override rate and allows it to be assessed for FY 2025-26. In turn, the revenue collected will be utilized for the purposes for which it was established: paying all expenses related to the City's contract with PERS to provide retirement benefits to its safety and miscellaneous employees, as well as annual debt service on the Series 2020 POBs.

BACKGROUND/DISCUSSION:

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). Elections were first held on July 9, 1946, initially establishing the PTO. A second vote was held on March 2, 1976, affirming the property tax override rate. The City Council subsequently adopted Ordinance No. 2148 in 1996 which codified the tax rate at \$0.197875 per \$100 of assessed valuation (City of Montebello Municipal Code Section 3.28.020).

The revenue from the property tax override can only be used to pay for retirement system-related expenses. The City records receipt of these revenues – collected through the annual property tax assessment process – in a special fund (Fund 205). The revenues received are used to pay the annual unfunded actuarial liability (UAL) and normal cost (i.e., ongoing) expenses to PERS.

On May 13, 2020, the City Council approved issuing \$154 million in Pension Obligation Bonds (POBs) to address Montebello's pension-related unfunded actuarial liability (UAL). The issuance of the POBs extinguished the existing UAL, as of the June 30, 2018 actuarial valuation report. The PTO revenue is utilized to pay the annual debt service on the POBs, as well as all normal cost expenses and future UAL bases established by subsequent actuarial valuations.

The County of Los Angeles Auditor-Controller requires the City of Montebello submit an approved resolution each year that shows the setting of the rate. The attached resolution (Attachment A with Exhibit A) fulfills this requirement and allows the rate to be placed on property tax statements. There is no change to the rate, it remains fixed at the \$0.197875

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per \$100 of assessed value.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The retirement expenditures by the City are funded through voter-approved indebtedness authorized by elections held on July 9, 1946 and March 2, 1976. The proposed tax rate of \$0.197875 was set by Montebello Municipal Code section 3.28.020, adopted by the City Council in 1996. There is no change to this tax rate for FY 2025-26, and it remains the same as previous years.

The resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office at the beginning of each fiscal year in order for the tax rate to be placed on the property tax rolls. Assessing the property tax override will allow the City to meet its obligations to bondholders, paying annual debt service on the \$154 million in POBs issued in 2020.

The retirement expenditures will be paid solely from the Retirement Special Revenue Fund (Fund 205), as codified in Montebello Municipal Code section 3.28.020. No General Fund revenues will be used to pay for the retirement expenditures.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution Annual Property Tax Rate Retirement FY 2025_26, 05_28_2025
2. EXHIBIT A - FY 2025_26 Retirement Pension Tax Override Rate For Districts

RESOLUTION NO. 25-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO FIXING THE RATE OF TAXES AND LEVYING
TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2025

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

SECTION 1. That for the purpose of raising the sums of money necessary to be secured by taxation upon the taxable property in the City of Montebello, as a revenue to pay the indebtedness of said City for the fiscal year beginning July 1, 2025, the rates for the different portions of said City are hereby fixed and taxes are hereby levied on all taxable property in the different portions of said City for the fiscal year beginning July 1, 2025, in the number of cents upon One Hundred Dollars of the assessed value of said property as assessed and equalized in the manner prescribed by law, and for the purposes set forth in the following table, the taxes levied upon property in each portion of said City hereinafter described and designated by a district number which is prefixed to the description of such portion of said City as hereinafter stated:

TAXATION DISTRICT NO. 1. Consisting of all that portion of the City of Montebello not included in Taxation District Numbers 1, 2, 3, 13, 2S, MB Hills 1, MB Hills 3, Commerce RD PR 1, MB Hills 76 Annex 1, 1 MERP and 2 MERP.

TAXATION DISTRICT NO. 2. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

- (1) "Annexation No. 2 (Link Belt)", annexed by Ordinance No. 869, adopted on February 11, 1960, effective date, March 14, 1960;
- (2) "Annexation No. 3 (Bethlehem Steel)", annexed by Ordinance No. 868, adopted on February 11, 1960, effective date, March 14, 1960;
- (3) "Annexation No. 4 (Conier)", annexed by Ordinance No. 886, adopted on February 11, 1960, effective date, March 14, 1960;
- (4) "Annexation No. 10", annexed by Ordinance No. 968, adopted on November 21, 1961, effective date, December 22, 1961, and
- (5) "Annexation No. 127", annexed by Ordinance No. 998, adopted on November 26, 1962, effective date, December 27, 1962.

TAXATION DISTRICT NO. 3. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

- (1) "Annexation No. 1, 1A", annexed by Ordinance No. 1025, adopted on June 25, 1963, effective date, July 26, 1963;
- (2) "Annexation No. 13", annexed by Ordinance No. 1026, adopted on June 25, 1963, effective date, July 26, 1963;
- (3) "Annexation No. 17", annexed by Ordinance No. 1027, adopted on June 25, 1963, effective date, July 26, 1963;
- (4) "Annexation No. 18", annexed by Ordinance No. 1118, adopted on February 24, 1965, effective date, March 27, 1965;
- (5) "Annexation No. 19", annexed by Resolution No. 8150, adopted on February 27, 1967, effective date, March 23, 1967;
- (6) "Annexation No. 21", annexed by Ordinance No. 1304, adopted on August 12, 1968, effective date, September 12, 1968;
- (7) "Annexation No. 23", annexed by Resolution No. 9157, adopted on August 10, 1970, effective date, August 21, 1970;
- (8) "Annexation No. 25", annexed by Ordinance No. 1463, adopted on November 27, 1972, effective date, December 28, 1972;
- (9) "Annexation No. 27", annexed by Ordinance No. 1509, adopted on October 29, 1973, effective date, November 29, 1973;
- (10) "Annexation No. 29", annexed by Resolution No. 78-3, adopted on January 9, 1978, effective date, May 17, 1978;
- (11) "Annexation No. 30-A", annexed by Resolution No. 79-2, adopted on January 8, 1979, effective date, February 2, 1979; and

(12) “Annexation No. 31”, annexed by Resolution No. 79-91, adopted on June 25, 1979, effective date, July 18, 1979.

ASSESSED VALUATIONS AS OF FISCAL YEAR 2023-24:

TAXATION DISTRICT NO. 1	5,138,453,827
TAXATION DISTRICT NO. 2	25,348,899
TAXATION DISTRICT NO. 3	329,562,689
TAXATION DISTRICT NO. 1s	556,519,626
TAXATION DISTRICT NO. 2s	83,317,326
TAXATION DISTRICT NO. MB HILLS 1	907,049,117
TAXATION DISTRICT NO. MB HILLS 3	369,189,524
TAXATION DISTRICT NO. MB HILLS 76 ANNEX 1	173,349,413
TAXATION DISTRICT NO. 1 MERP	732,966,578
TAXATION DISTRICT NO. 2 MERP	30,046,233

TAX RATES FOR THE ABOVE TAXATION DISTRICTS LISTED IN ATTACHMENT A

SECTION 2. That the City Clerk shall attest and certify to the passage and adoption of this resolution and it shall become effective immediately upon its approval.

APPROVED AND ADOPTED this 28th day of May, 2025.

CITY OF MONTEBELLO

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution 25-38 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 28th day of May 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.

Christopher Jimenez, City Clerk

EXHIBIT A TO ATTACHMENT A

	DIST. <u>#1</u>	DIST. <u>#2</u>	DIST. <u>#3</u>	DIST. <u>#1s</u>	DIST. <u>#2s</u>	DIST. <u>#MB Hs 1</u>	DIST. <u>#MB Hs 3</u>	MB HILLS <u>76 ANNEX</u>	DIST. <u>#1 MERP</u>	DIST. <u>#2 MERP</u>
STATE RETIREMENT FUND OBLIGATION OF THE CITY TO THE STATE EMPLOYEES RETIREMENT OF CITY EMPLOYEES AUTHORIZED AT ELECTIONS HELD ON JULY 9, 1946 AND MARCH 2, 1976.	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875
TOTAL	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>



ITEM # 19

**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
Michael Solorza, Director of Finance

**SUBJECT: APPROVE SIXTH AMENDMENT TO AGREEMENT NO. 2207 AND
REINSTATEMENT OF THE MEMORANDUM OF UNDERSTANDING
(MOU) WITH PLAINS EXPLORATION AND PRODUCTION COMPANY**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the Sixth Amendment to and Reinstatement of the Memorandum of Understanding (MOU) with Plains Exploration and Production ("PXP") (Agreement No. 2207); and
2. Authorize the City Manager to execute the MOU between the City of Montebello and Plains Exploration and Production ("PXP") and any related documents; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Upon approval of this amendment, the terms of the Memorandum of Understanding (MOU) will be reinstated and extended through December 31, 2028. According to the terms of the agreement, the City will receive quarterly oil production payments. The City's General Fund has received an average of \$755,000 annually in revenue per this agreement (Fiscal Years 2015-16 through 2023-24). For Fiscal Year 2024-25, it is projected this agreement will bring in \$625,000 in revenue.

BACKGROUND/DISCUSSION:

PXP is an oil producer that owns and operates an oil production facility located at the property generally bounded by Montebello Boulevard and Plaza Drive within the City of

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Montebello. Like all businesses that operate within the City, oil producers are subject to the City's business license tax fees pursuant to MMC Section 5.08.010 (Business License Tax).

In 2004, staff analyzed the business license tax fees collected for oil production. This analysis concluded that the \$0.2881 per barrel rate charged was well under the market rate charged by other cities in the County of Los Angeles. For this reason, staff proposed an increase to the rate charged.

Realizing the City's position and as an act of good faith, PXP submitted a proposal offering quarterly oil production payments in exchange for waiving the business license tax fee required under MMC Section 5.08.010. The proposal included payments to the City calculated at two (2) percent of the gravity-adjusted monthly average crude oil price index posted by Chevron-Texaco for the Buena Vista Oilfield, multiplied by the number of net barrels of crude oil produced from the site, less any fees associated with the cost of production per barrel (e.g., transportation, cleaning, and dehydration). The proposed payment totaled approximately three times the per barrel rate that would have been scheduled for collection by imposing the above-referenced business license tax fee. Based on this information, staff determined that it was in the City's best interest to accept the terms of the proposal from PXP.

On February 9, 2005, the City Council approved a recommendation from staff to establish a MOU with PXP accepting the quarterly oil production payments and waiving the business license tax fees. The initial term of this MOU was five (5) years, and it was later extended using a series of amendments.

Staff and representatives from PXP recently reviewed the terms of the MOU and identified that it terminated effective December 31, 2023. While PXP is amicable to continuing the relationship with the City and issuing quarterly oil production payments, the lapse in term must be cured and the agreement must be amended for a proposed five (5) year term to ensure the City can legally accept payments and both parties can enforce the general terms of Agreement No. 2207. For this reason, it is recommended that City Council approve the attached Sixth Amendment to Agreement No. 2207 with PXP. Upon approval, both parties will mutually agree to reinstate the terms and conditions, and the agreement will be extended through December 31, 2028.

ENVIRONMENTAL:

The adoption of the proposed Resolution is not subject to California Environmental Quality Act (CEQA) because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The Fifth Amendment to and Reinstatement of the MOU between the City and PXP will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the Fifth Amendment to and Reinstatement of the MOU will have a

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significant effect on the environment because the MOU will not result in any future changes to property.

ANALYSIS:

N/A

SUMMARY:

In February 2005, the City established a MOU with PXP addressing the rights and obligations regarding the waiver of business license tax fee in exchange for quarterly oil production payments at the Sentinel Peak site located within the City limits (Agreement No. 2207). This agreement terminated on December 31, 2023 (Fifth Amendment). By approving the attached sixth amendment, the City and PXP will reinstate and extend the term of this agreement through December 31, 2028. Approval of the sixth amendment will ensure the City continues to receive revenue annually, projected to be \$625,000 for FY 2024-25.

ATTACHMENT(S)

1. Attachment A - Sixth Amendment and Reinstatement MOU
2. Attachment B - Resolution 25-35
3. Attachment C - Agreement 2207

SIXTH AMENDMENT TO AND REINSTATEMENT OF AGREEMENT 2207

This Sixth Amendment to and Reinstatement of Agreement 2207 – Memorandum of Understanding (this “**Sixth Amendment**”) is made and entered into this 28 day of May, 2025 (the “**Amendment Date**”) by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California (“**City**”) and SENTINEL PEAK RESOURCES CALIFORNIA LLC, a Delaware limited liability company (“**Sentinel**”) and assignee of FREEPORT-MCMORAN OIL & GAS LLC, a Delaware limited liability company (“**Freeport**”) as successor by merger to PLAINS EXPLORATION & PRODUCTION COMPANY (“**PXP**”). Capitalized terms used herein but not otherwise defined, shall have the meaning ascribed to them in Agreement 2207, defined below.

RECITALS

WHEREAS, City and PXP previously entered into that certain “Agreement 2207 – Memorandum of Understanding dated February 9, 2005 (as amended, “**Agreement 2207**”), which addressed the rights and obligations of the Parties regarding City’s waiver of the imposition and collection of City’s business license tax on PXP in exchange for PXP’s agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207; and

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the “**First Amendment**”) and a Second Amendment to Agreement 2007, made as of August 24, 2011 (the “**Second Amendment**”);

WHEREAS, City and Freeport, as successor by merger to PXP, entered into a Third Amendment, made as of August 1, 2013 (the “**Third Amendment**”) and a Fourth Amendment made as of December 9, 2015 (the “**Fourth Amendment**”);

WHEREAS, Freeport assigned Agreement 2207 to Sentinel in connection with an assignment of certain of Freeport’s oil and gas assets which transaction closed on December 31, 2016;

WHEREAS, City and Sentinel entered into a Fifth Amendment, made as of July 20, 2021 (the “**Fifth Amendment**”);

WHEREAS, the term of Agreement 2207 expired on December 31, 2023; and

WHEREAS, City and Sentinel desire to reinstate Agreement 2207 on the amended terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the benefits to be derived by each party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, notwithstanding anything to the contrary set forth in Agreement 2207:

1. Agreement in Full Force and Effect. The Parties acknowledge and agree that Agreement 2207 is and remains in full force and effect, as amended hereby, and is fully reinstated to the extent Agreement 2207 may have been deemed earlier terminated by expiration.

2. Amendment of Section 2.B. Section 2.B. of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

“Commencing January 1, 2005, the Oil Production Payment shall be provided to City by Sentinel (or its predecessors, as applicable) until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter; *provided, however*, (i) that the payments made by Sentinel to City for the year 2024 as set forth in Exhibit A attached hereto, shall be and hereby are considered for all purposes Oil Production Payments pursuant to the terms of Agreement 2207 (as amended); and (ii) at the sole election of Sentinel, this Agreement shall terminate (including Sentinel’s obligation to make the Oil Production Payment) thirty (30) days following written notice to City in the event any restrictions or limitations are threatened or enforced against Sentinel’s ability to operate the Montebello oilfield consistent with operating practice as of the Amendment Date which restrictions may be derived from, including but not limited to, local, state or federal regulation or order, moratorium or legal action. For purposes hereof, “**Termination Date**” shall mean December 31, 2028.”

3. Amendment of Section 1 of Exhibit B. Section 1 of Exhibit B of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

“1. Price per Barrel: The price per barrel to be used to calculate the Voluntary Production Payment shall be Union 76’s Posted Monthly Average Price for the Buena Vista Oilfield for the applicable calendar month of production, as posted on <https://www.phillips66.com/crude-oil> archive, less applicable downward adjustments for the number of degrees of oil gravity differential between Buena Vista and Montebello Oilfields, less per barrel costs incurred by Sentinel for transportation, cleaning and dehydration in order to render the oil merchantable. (In the event that Union 76 ceases to post crude oil prices on the internet, Sentinel shall select a similar crude oil price posting by another major oil company, or a composite thereof, using Buena Vista Oilfield posted price as the benchmark.) ”

4. Counterparts. This Sixth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Authority to Sign. Each of the persons executing this Sixth Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Sixth Amendment on behalf of said Party and (iii) by so executing this Sixth Amendment, such Party is formally bound to the provisions of this Sixth Amendment.

6. No Other Changes. Except as expressly set forth in this Sixth Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Sixth Amendment as of the date first set forth above.

SENTINEL:

SENTINEL PEAK RESOURCES CALIFORNIA
LLC, a Delaware limited liability company

By:_____

Name: George Paspalof

Title: Executive Vice President

CITY:

CITY OF MONTEBELLO, a California municipal
corporation

By:_____

Name: Raul Alvarez

Title: City Manager

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE SIXTH AMENDMENT TO AND REINSTATEMENT OF AGREEMENT NO. 2207 RELATING TO OIL PRODUCTION PAYMENTS TO THE CITY OF MONTEBELLO

RECITALS

WHEREAS, in 2005, the City and the Plains Exploration & Production Company ("PXP") entered into that certain Memorandum of Understanding dated February 9, 2005 ("Agreement 2207"), which addressed the rights and obligations of the parties regarding the City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis; and

WHEREAS, the City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the "First Amendment") and a Second Amendment to Agreement 2007, made as of August 24, 2011 (the "Second Amendment");

WHEREAS, the City and Freeport McMoran Oil & Gas, LLC ("Freeport"), as successor by merger to PXP, entered into a Third Amendment dated August 1, 2013 (the "Third Amendment") and a Fourth Amendment made dated December 9, 2015 (the "Fourth Amendment");

WHEREAS, Freeport assigned its rights under Agreement 2207 to Sentinel Peak Resources California, LLC ("Sentinel") in connection with an assignment of certain of Freeport's oil and gas assets which transaction closed on December 31, 2016;

WHEREAS, City and Sentinel entered into a Fifth Amendment, made as of July 20, 2021 (the "Fifth Amendment");

WHEREAS, the term of Agreement 2207 expired on December 31, 2023; and

WHEREAS, City and Sentinel now desire to reinstate and amend Agreement 2207 pursuant to the Sixth Amendment to and Reinstatement of Agreement No. 2207 ("Sixth Amendment").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby finds that the above recitals are true and correct and incorporate them herein as part of the findings.

SECTION 2: The City Council of the City of Montebello hereby approves the Sixth Amendment by and between the City and Sentinel.

SECTION 3: The City Council further authorizes the City Manager to execute Sixth Amendment and any related documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4: The adoption of this Resolution is not subject to California Environmental Quality Act (CEQA) because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which states that a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The approval of the Fifth Amendment will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the approval of a contract amendment specifying financial terms for oil production payments will have a significant effect on the environment because oil production is an existing use that is permitted in the City.

SECTION 5. This Resolution shall become effective immediately upon its adoption by the City Council and the City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 28th day of May 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. 25-35 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 28th day of May 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

AGREEMENT 2207

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on this 9th day of February, 2005, by and between the CITY OF MONTEBELLO (hereinafter referred to as the "City") and PLAINS EXPLORATION & PRODUCTION COMPANY (hereinafter referred to as "PXP"), collectively referred to herein as the "Parties" or individually as "Party". In consideration of the mutual covenants and agreements contained in this MOU, City and PXP agree as follows:

1. **Recitals.** This MOU is made with respect to the facts and for the following purposes, each of which is warranted as true and correct by the relevant Party or Parties:
 - A. PXP, currently owns and operates an oil production facility located within the City of Montebello, California (hereinafter referred to as the "Site"), more specifically shown on the Site Map attached hereto as Exhibit "A."
 - B. The City imposes a business license tax upon all businesses operating in Montebello. Specifically, in accordance with Section 5.08.010, subdivision 13, of the Montebello Municipal Code, Montebello currently imposes a business license tax upon oil well operators at a rate equal to 28.81 cents per barrel of oil produced from wells owned or operated by such businesses, including PXP, located within the City.
 - C. The City has not increased the rate of the business license tax imposed upon oil well operators since August of 2004.
 - D. PXP is in the process of seeking entitlements to develop the surface of the Site into a Master Planned Community with residential and commercial elements, and in an effort to demonstrate its good will towards the Montebello community, voluntarily agrees to pay City an "Oil Production Payment" provided City waives or suspends the imposition of the current business license tax imposed upon PXP relating to its operation of the Site.
 - E. The City determines that the proposal by PXP to pay the Oil Production Payment will promote the economic well-being of the City.
2. **Oil Production Payment.**
 - A. The Oil Production Payment offered by PXP and accepted by the City shall be determined by the method of calculation set forth in the attached Exhibit "B." Specifically, the Oil Production Payment to be provided by PXP to City shall be calculated as follows: City shall be entitled to receive an amount equivalent to two percent (2%) of the monthly average gravity-adjusted crude oil price for the applicable calendar month of production posted on the Internet with respect to the oil production at the Site (or in the absence of such posting on the Internet, a similarly crude oil price posting by another major oil purchaser to be selected by

PXP, or a composite thereof, using the Buena Vista Oilfield in Kern County, California, as the model) multiplied by the number of net barrels of crude oil produced by PXP for a given calendar month, minus applicable transportation costs paid by PXP per barrel.

- B. Commencing January 1, 2005, the Oil Production Payment shall be provided to City by PXP for a term of five (5) years and shall be paid on a quarterly basis, within 45 days following the end of each calendar quarter. Commencement of payment shall begin following the end of the first quarter of year 2005.
- C. In consideration of the Oil Production Payment to be paid by PXP to the City, the City agrees to waive or suspend the imposition and collection of the current business license tax upon PXP during the term of this MOU. PXP, however, shall pay to the City any and all applicable development or permit fees associated with the proposed development of the Site.

3. **Dispute Resolution.**

Disputes regarding the interpretation or application of any provision of this MOU shall to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. Should any dispute regarding the interpretation or application of this MOU lead to litigation, the prevailing party shall be entitled to reasonable attorneys fees in addition to any other relief it may be entitled.

4. **Cooperation between the Parties.**

It is recognized by the Parties that inherent within this MOU is an understanding that the Parties will cooperate with each other as PXP commences the process to develop the Site. However, the Parties also agree and acknowledge that nothing in this MOU in any respect does or shall be construed to affect or prejudice the exercise of the City's discretion concerning consideration of any application for development submitted by PXP or any other party on behalf of PXP. Further, nothing in this MOU in any respect does or shall be construed to affect or prejudice the City's discretion to consider or negotiate the proposed development of the Site, or any required approvals necessary by the laws, rules, and regulations governing the development of the Site.

5. **Micellaneous.**

- A. **Notices.** All notices under this MOU shall be in writing. Notices and payments shall be deemed delivered when personally served or upon actual receipt after deposit in the United States mail, first class postage prepaid, registered or certified mail with return receipt request, or upon (2nd) day after being sent by overnight courier, addressed to the Party for whom intended as follows:

If to City:

The City of Montebello
Attn.: Richard Torres, City Administrator

1600 West Beverly Boulevard
Montebello, California 90640

If to PXP:

Plains Exploration & Production Company
William Moodie, Vice President
1200 Discovery Way
Bakersfield, CA 93309

Either Party, may, from time to time, by written notice to the other, designate a different address, which shall be substituted for the one above specified.

- B. **Assignment.** Neither the City nor PXP shall assign this MOU or any of its rights or duties hereunder, without the prior written approval of the other Party which will not be unreasonably withheld. The identity of PXP is of particular concern to the City, and it is understood and acknowledged by the Parties that but for the identity and qualifications of PXP, the City would not have entered into this MOU.
- C. **Entire Agreement.** This MOU contains the entire agreement between the Parties regarding the subject matter hereof. Any agreement, understanding or representation respecting the matters addressed herein or the duties of any Party in relation thereto not expressly set forth in this MOU is of no force or effect. This MOU shall not be amended, except by a writing duly executed by the Parties hereto.
- D. **Relationship of the Parties.** The Parties acknowledge that, in entering into and performing under this MOU, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed to create the relationship of partners or joint ventures of any other association of any kind or nature between the City and PXP.
- E. **No Third Party Beneficiaries.** This MOU is made and entered into for the sole benefit of the Parties.
- F. **Rules of Construction.** The section and subsection headings used in this MOU are for convenience of reference only and shall not constitute a part of this MOU for any other purpose or affect the construction of the MOU.
- G. **Joint Preparation.** This MOU shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against either Party on the ground that the Party prepared the MOU or caused it to be prepared.
- H. **Governing Law and Venue.** This MOU is made, entered into and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding

brought by either Party against the other in connection with this MOU shall be filed in the appropriate court of the County of Los Angeles, California.

IN WITNESS WHEREOF, the Parties have caused its duly authorized officers to execute this MOU, the effective date of which shall be the date first written above.

CITY OF MONTEBELLO
("City")

PLAINS EXPLORATION &
PRODUCTION COMPANY
("PXP")

By: William M. Molinari
William M. Molinari
Mayor

By: William D. Moodie
William Moodie,
Vice President

Date: _____

Date: 4/26/05

ATTEST:

Robert J. King
City Clerk



APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
City Attorney

Counsel for PXP

EXHIBIT B

Method of Calculation 2% Oil Production Payment PXP's Montebello Oilfield Properties

Based on Monthly Average Gravity-Adjusted
Chevron-Texaco Posted Crude Oil Price
Buena Vista Oilfield, Kern County, CA
(www.chevrontexaco.com/crudemarketing/posted_archive.asp?namerica&2005)

Formula for calculation of 2% Oil Production Payment:

- 1 Price per Barrel: The price per barrel to be used to calculate the Voluntary Production Payment shall be ChevronTexaco's Posted Monthly Average Price for the Buena Oilfield Vista Oilfield for the applicable calendar month of production, as posted on www.chevrontexaco.com/crudemarketing/posted_archive, less applicable downward adjustment for the number of degrees of oil gravity differential between Buena Vista and Montebello Oilfields, less per barrel costs incurred by PXP for transportation, cleaning and dehydration in order to render the oil merchantable. In the event the ChevronTexaco ceases to post crude oil prices on the internet, PXP shall select a similar crude oil price posting by another major oil company, or a composite thereof, using Buena Vista Oilfield posted price as the benchmark).

Multiplied by

- 2 Two Percent (2%)

Multiplied by

- 3 Number of net barrels of crude oil produced from the Montebello Oilfield by PXP for a given calendar month
= Oil Production Payment for a given calendar month

EXAMPLE:

	Oct	Nov	Dec	AVG.
Posted Monthly Average Price, per barrel	43.8339	39.8167	33.9177	39.1894
Price Adjustment for Lower Gravity Factor	<u>1.3500</u>	<u>1.3500</u>	<u>1.3500</u>	<u>1.3500</u> (*see below)
1 Gravity-Adjusted Price for Montebello Crude	42.4839	38.4667	32.5677	37.8394
2 2%	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>	<u>0.02</u>
Oil Production Tax per barrel	0.849678	0.769334	0.651354	0.756789
3 Oil Production Volume for Month, in barrels	<u>66,650</u>	<u>66,000</u>	<u>66,750</u>	<u>66,467</u>
= Month's Production Payment	56,631.04	50,776.04	43,477.88	50,294.99
Theoretical Avg. Bbbls/day	2150	2200	2225	2,192

Calculation of Price Adjustment for Lower Gravity:

Oil Gravity Differential:

Buena Vista Field: 26.0 Degrees API	26.0
Montebello Field: 21.5 Degrees API	<u>21.5</u>
Gravity Differential, in degrees	4.5

* Price Adjustment for Gravity Differential:

Gravity Differential, in tenths of degrees	45	45	45
X Price Adjustment Factor per tenth of degree	<u>0.03</u>	<u>0.03</u>	<u>0.03</u>
= Price Adjustment	-1.35	-1.35	-1.35

Method of Payment:

Quarterly, within 45 days following the end each calendar quarter

3ES

Amendment to Agreement 2207

This Amendment to Agreement 2207 – Memorandum of Understanding (“**Amendment**”) is made as of December 31, 2009, by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California (“**City**”), and PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware corporation (“**PXP**”)

WHEREAS, City and PXP previously entered into that certain “Agreement 2207 – Memorandum of Understanding dated February 9, 2005 (“**Agreement 2207**”), which addressed the rights and obligations of the Parties regarding City’s waiver of the imposition and collection of City’s business license tax on PXP in exchange for PXP’s agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207.

WHEREAS, the term of Agreement 2207 currently expires on December 31, 2009.

WHEREAS, City and PXP desire to extend the term of Agreement 2207 as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and PXP agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms contained in this Amendment shall have the same meanings as given to them in Agreement 2207.
2. Amendment of Section 2.B of Agreement. Section 2.B of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

“Commencing January 1, 2005, the Oil Production Payment shall be provided to City by PXP until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter. For purposes hereof, “Termination Date” shall mean December 31, 2011.”

3. Amendment of Section 2.C of Agreement. Section 2.C of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

“In consideration of the Oil Production Payment to be paid by PXP to City, City agrees to waive or suspend the imposition and collection by City of any business license tax, or any severance tax, or any similar levies, upon PXP until the Termination Date. For purposes hereof, “business license tax” means any tax or fee imposed by City from time to time on businesses located within city limits for the privilege of operating a business within City. “Severance tax” means any tax or fee levied on the extraction of oil, gas, or minerals.”

4. Change to Notice Provision in Section 5.A. The addresses for the Parties in Section 5.A of Agreement 2207 are changed to read as follows:

If to City: City of Montebello
 Attn: City Administrator
 1600 West Beverly Boulevard
 Montebello, CA 90640

If to PXP: Plains Exploration & Production Company
 5640 S. Fairfax Ave
 Los Angeles, CA 90056
 Attn: Steve Rusch

VP – Environmental, Health, Safety & Governmental Affairs

With a copy to: Montebello Land Company, LLC
c/o Cook Hill Properties, LLC
13 Corporate Plaza Drive, Suite 206
Newport Beach, CA 92660
Attn: Norman E. Witt, Jr.

5. Change to Assignment Provision in Section 5.B. Section 5.B of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

“Neither City nor PXP shall assign this MOU or any of its rights or duties hereunder without the prior written approval of the other Party, which approval shall not be unreasonably withheld. The identity of PXP is of particular concern to City, and it is understood and acknowledged by the Parties that but for the identity and qualifications of PXP, City would not have entered into this MOU. Notwithstanding the foregoing, a transfer by PXP of its rights and obligations hereunder as a result of (a) a corporate merger or reorganization, or (b) the sale of substantially all of its assets to another person or entity, shall not be deemed to be an assignment by PXP requiring the prior written approval of City.”

6. Replacement of Exhibit B to Agreement. Exhibit B to Agreement 2207 is hereby deleted in its entirety and replaced with Exhibit 1 attached to this Amendment.

7. Effective Date. This Amendment shall be effective as of the date first set forth above (the “*Effective Date*”).

8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Authority to Sign. Each of the persons executing this Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Agreement on behalf of said Party, and (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Amendment.

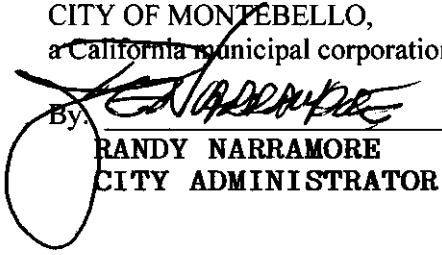
10. No Other Changes. Except as expressly set forth in this Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

[Signature Page Follows]

[Signature Page to Amendment]

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By: 

RANDY NARRAMORE
CITY ADMINISTRATOR

ATTEST:


ROBERT J. KING
CITY CLERK

"PXP"

PLAINS EXPLORATION & PRODUCTION
COMPANY, a Delaware corporation

By: 

Name: STEVEN P. RUSCH

Title: V.P. ENVIRONMENTAL HEALTH
& SAFETY AND GOVT. AFFAIRS

By: _____

Name: _____

Title: _____



EXHIBIT 1

Method of Calculation 2% Oil Production Payment PXP's Montebello Oilfield Properties

Based on Monthly Average Gravity-Adjusted
Chevron-Texaco Posted Crude Oil Price
Buena Vista Oilfield, Kern County, CA
(www.chevrontexaco.com/crudemarketing/posted_archive.asp?namerica&2005)

Formula for calculation of 2% Oil Production Payment:

1 Price per Barrel: The price per barrel to be used to calculate the Voluntary Production Payment shall be Chevron Texaco's Posted Monthly Average Price for the Buena Oilfield Vista Oilfield for the applicable calendar month of production, as posted on www.chevrontexaco.com/crudemarketing/posted_archive, less (a) applicable downward adjustment for the number of degrees of oil gravity differential between Buena Vista and Montebello Oilfields, and (b) per barrel costs incurred by PXP for transportation, cleaning and dehydration in order to render the oil merchantable. In the event the Chevron Texaco ceases to post crude oil prices on the internet, PXP shall select a similar crude oil price posting by another major oil company, or a composite thereof, using Buena Vista Oilfield posted price as the benchmark).

Multiplied by

2 Two Percent (2%)

Multiplied by

3 Number of barrels of crude oil produced from the Montebello Oilfield by PXP for a given calendar month -
Oil Production Payment for a given calendar month

EXAMPLE:

	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>AVG.</u>
Posted Monthly Average Price, per barrel	43.8339	39.8167	33.9177	39.1894
Less:				
a. Price Adjustment for Lower Gravity Factor*	- 1.3500	- 1.3500	- 1.3500	- 1.3500
b. Transportation, cleaning & dehydration	- 1.5800	- 1.5800	- 1.5800	- 1.5800
1 Adjusted Price for Montebello Crude	40.9039	36.8867	30.9877	36.2594
2 x 2%	x 0.02	x 0.02	x 0.02	x 0.02
= Oil Production Tax per barrel**	0.818078	0.737734	0.619754	0.725188
3 Oil Production Volume for Month, in barrels	x 66,650	x 66,000	x 66,750	x 66,467
= Monthly Production Payment	54,524.90	48,690.44	41,368.58	48,201.07

** Based on theoretical Avg. Bbbls/day

	2150	2200	2225	2,192
--	------	------	------	-------

Calculation of Price Adjustment for Lower Gravity:

<u>Oil Gravity Differential:</u>	
Buena Vista Field: 26.0 Degrees API	26.0
Montebello Field: 21.5 Degrees API	<u>21.5</u>
Gravity Differential, in degrees	4.5

* Price Adjustment for Gravity Differential:

Gravity Differential, in tenths of degrees	45	45	45
x Price Adjustment Factor per tenth of degree	<u>0.03</u>	<u>0.03</u>	<u>0.03</u>
=Price Adjustment	-1.35	-1.35	-1.35

Method of Payment

Quarterly, within 45 days following the end each calendar quarter



CERTIFICATE OF LIABILITY INSURANCE

6/1/2011

DATE (MM/DD/YYYY)
5/28/2010

PRODUCER LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED Plains Exploration & Production Company
8909 700 Milam Street, Suite 3100
Houston, TX 77002

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A. Lexington Insurance Company

19437

INSURER B. Liberty Mutual Insurance Company

23043

INSURER C

INSURER D

INSURER E

POLICIES PLAEX02 NB

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	049159214	6/1/2010	6/1/2011	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$ XXXXXXXX
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS COMPI/OP AGG	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY	AS2-641-005170-030	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person)	\$ XXXXXXXX
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ XXXXXXXX
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
	☒ HIRED AUTOS					
	☒ NON-OWNED AUTOS					
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY EA ACCIDENT	\$ XXXXXXXX
	☐ ANY AUTO				OTHER THAN EA ACC	\$ XXXXXXXX
					AUTO ONLY AGG	\$ XXXXXXXX
	EXCESS/UMBRELLA LIABILITY	052456343	6/1/2010	6/1/2011	EACH OCCURRENCE	\$ 25,000,000
	☐ OCCUR ☒ CLAIMS MADE				AGGREGATE	\$ 25,000,000
	☐ DEDUCTIBLE ☒ UMBRELLA FORM					\$ XXXXXXXX
	☒ RETENTION \$ 25,000					\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA7-64D-005170-010	6/1/2010	6/1/2011	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	OTHER				E.L. DISEASE POLICY LIMIT	\$ 1,000,000

REPRODUCTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

10897800

City Of Montebello
1600 West Beverly Boulevard
Montebello CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Second Amendment to Agreement 2207

This Second Amendment to Agreement 2207 – Memorandum of Understanding (“**Amendment**”) is made as of August 24, 2011, by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California (“**City**”), and PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware corporation (“**PXP**”)

WHEREAS, City and PXP previously entered into that certain “Agreement 2207 – Memorandum of Understanding dated February 9, 2005 (“**Agreement 2207**”), which addressed the rights and obligations of the Parties regarding City’s waiver of the imposition and collection of City’s business license tax on PXP in exchange for PXP’s agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the “First Amendment”) (Agreement 2207, as amended by the First Amendment, hereinafter referred to as “Agreement 2207”).

WHEREAS, the term of Agreement 2207 currently expires on December 31, 2011

WHEREAS, City and PXP desire to extend the term of Agreement 2207 as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and PXP agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms contained in this Amendment shall have the same meanings as given to them in Agreement 2207

2. Amendment of Section 2.B of Agreement. Section 2.B of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

“Commencing January 1, 2005, the Oil Production Payment shall be provided to City by PXP until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter. For purposes hereof, “Termination Date” shall mean December 31, 2013 ”

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Authority to Sign. Each of the persons executing this Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Agreement on behalf of said Party, and (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Amendment.

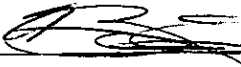
6. No Other Changes. Except as expressly set forth in this Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties as of the date and year first above written.

[Signature Page to Second Amendment]

"CITY"

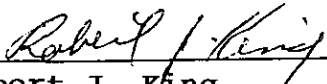
CITY OF MONTEBELLO,
a California municipal corporation

By: 

Name: Art Barajas

Title: Mayor

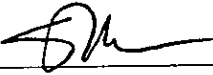
ATTEST


Robert J. King
City Clerk



"PXP"

PLAINS EXPLORATION & PRODUCTION
COMPANY, a Delaware corporation

By: 

Name: STEVEN P. RUSCH

Title: V.P. EH&S AND GWT. AFFAIRS

By: _____

Name: _____

Title: _____

Third Amendment to Agreement 2207

This Third Amendment to Agreement 2207 - Memorandum of Understanding ("Third Amendment") is made as of August 1, 2013, by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California ("City"), and FREEPORT-MCMORAN OIL & GAS LLC., a Delaware Limited Liability Company ("Freeport") as successor by merger to PLAINS EXPLORATION & PRODUCTION COMPANY ("PXP").

RECITALS

WHEREAS, City and PXP previously entered into that certain "Agreement 2207 - Memorandum of Understanding dated February 9, 2005 ("Agreement 2207"), which addressed the rights and obligations of the Parties regarding City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207; and

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the "First Amendment") and a Second Amendment to Agreement 2207, made as of August 24, 2011 (the "Second Amendment") (Agreement 2207, as amended by the First Amendment and the Second Amendment, unless otherwise specifically identified, shall hereinafter be referred to collectively as "Agreement 2207");and

WHEREAS, the term of Agreement 2207 currently expires on December 31, 2013; and

WHEREAS, City and Freeport desire to extend the term of Agreement 2207 and to include a Public Safety Support Fee as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Freeport agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms contained in this Third Amendment shall have the same meanings as given to them in Agreement 2207

2. Amendment of Section 2.B. of Agreement. Section 2.B. of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"Commencing January 1, 2005, the Oil Production Payment shall be provided to City by Freeport until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter. For purposes hereof, "Termination Date" shall mean December 31, 2015."

3. Addition of Section 2.D. to the Agreement. Section 2.D. as set forth below is hereby added to Agreement 2207:

"D. Public Safety Support Fee – Commencing January 1, 2014, in addition to the Oil Production Payment set forth in Section 2.A., above, Freeport shall pay to the City an amount equal to two percent

(2%) of the monthly average gravity adjusted crude oil price for the applicable calendar month of production posted on the Internet with respect to the oil production at the Site (or in the absence of such posting on the Internet, a similarly crude oil price posting by another major oil purchaser to be selected by Freeport, or a composite thereof, using the Buena Vista Oilfield in Kern County, California, as the model) multiplied by the number of net barrels of crude oil produced by Freeport at the Site for a given calendar month, minus applicable transportation costs paid by Freeport per barrel for the purpose of supporting the City's Fire Department services ("Public Safety Support Fee").

The manner of calculating the Public Safety Support Fee and the timing of such payment shall be identical to the Oil Production Payment as set forth in this Section 2, including the Method of Calculation set forth as Exhibit 1 to the Amendment to Agreement 2207.

Public Safety Support Fee payments shall be deposited into a separate City fund utilized solely for the City's Fire Department services and equipment, as set forth and as limited herein. The term "the City's Fire Department services and equipment" shall include, but not be limited to, acquisition and installation of a new communications system, the purchase of fire protective gear and for other related fire service costs. However, in no event shall the Public Safety Support Fee be directed to or paid for the cost of salaries, salary increases, or benefits for current City Fire Department personnel, but may be used to hire additional City Fire Department personnel or may be used to supplant grant funds currently received by the City's Fire Department for fire personnel, in the event that current grant funds are not renewed."

4. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Authority to Sign. Each of the persons executing this Third Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Third Amendment on behalf of said Party, and (iii) by so executing this Third Amendment, such Party is formally bound to the provisions of this Third Amendment.

6. No Other Changes. Except as expressly set forth in this Third Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

[END OF TEXT OF THIRD AMENDMENT. SIGNATURE PAGE TO FOLLOW.]

[SIGNATURE PAGE TO THIRD AMENDMENT OF AGREEMENT 2207]

IN WITNESS WHEREOF, this Third Amendment has been executed by the Parties as of the date and year first above written.

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By _____

Name: Christina Cortez

Title: Mayor

"FREEPORT"

FREEPORT-MCMORAN
OIL & GAS LLC., a Delaware
Limited Liability Company

By _____

Name: Steve Rusch

Title: Vice President

ATTEST

Daniel Hernandez
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney



FOURTH AMENDMENT TO AGREEMENT 2207

This Fourth Amendment to Agreement 2207 - Memorandum of Understanding ("Fourth Amendment") is made as of December 9, 2015, by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California ("City"), and FREEPORT-MCMORAN EXPLORATION & PRODUCTION LLC, a Delaware Limited Liability Company ("Freeport") as assignee of FREEPORT-MCMORAN OIL & GAS LLC as successor by merger to PLAINS EXPLORATION & PRODUCTION COMPANY ("PXP").

RECITALS

WHEREAS, City and PXP previously entered into that certain "Agreement 2207 - Memorandum of Understanding dated February 9, 2005 ("Agreement 2207"), which addressed the rights and obligations of the Parties regarding City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207; and

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the "First Amendment") and a Second Amendment to Agreement 2207, made as of August 24, 2011 (the "Second Amendment");

WHEREAS, City and Freeport-McMoRan Oil & Gas LLC, as successor by merger to PXP, entered into a Third Amendment, made as of August 1, 2013 (the "Third Amendment")(Agreement 2207, as amended by the First Amendment, the Second Amendment and the Third Amendment, unless otherwise specifically identified, shall hereinafter be referred to collectively as "Agreement 2207");

WHEREAS, Freeport-McMoRan Oil & Gas LLC requested and City agreed to the assignment of all of Freeport-McMoRan Oil & Gas LLC's interest in and Agreement 2207 to Freeport; and

WHEREAS, the term of Agreement 2207 currently expires on December 31, 2015; and

WHEREAS, City and Freeport desire to extend the term of Agreement 2207 and to include a Public Safety Support Fee as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Freeport agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms contained in this Fourth Amendment shall have the same meanings as given to them in Agreement 2207
2. Amendment of Section 2.B. of Agreement. Section 2.B. of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"Commencing January 1, 2005, the Oil Production Payment shall be provided to City by Freeport until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter. For purposes hereof, "Termination

Date" shall mean December 31, 2020."

3. Amendment of Section 2.D. to the Agreement. Section 2.D. is hereby deleted in its entirety and replaced with the following:

"D. Public Safety Support Fee - Commencing January 1, 2014, in addition to the Oil Production Payment set forth in Section 2.A., above, Freeport shall pay to the City an amount equal to two percent (2%) of the monthly average gravity adjusted crude oil price for the applicable calendar month of production posted on the Internet with respect to the oil production at the Site (or in the absence of such posting on the Internet, a similarly crude oil price posting by another major oil purchaser to be selected by Freeport, or a composite thereof, using the Buena Vista Oilfield in Kern County, California, as the model) multiplied by the number of net barrels of crude oil produced by Freeport at the Site for a given calendar month, minus applicable transportation costs paid by Freeport per barrel for the purpose of supporting the City's Fire and Police Department services ("Public Safety Support Fee").

The manner of calculating the Public Safety Support Fee and the timing of such payment shall be identical to the Oil Production Payment as set forth in this Section 2, including the Method of Calculation set forth as Exhibit 1 to the First Amendment to Agreement 2207.

Public Safety Support Fee payments shall be accounted for in a separate City fund utilized solely for the City's Fire and Police Department services and equipment, as set forth and as limited herein. In no event shall the Public Safety Support Fee be directed to or paid for the cost of salaries, salary increases, or benefits for current City Fire and Police Department personnel, but may be used to hire additional City Fire and Police Department personnel.

4. Counterparts. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Authority to Sign. Each of the persons executing this Fourth Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Fourth Amendment on behalf of said Party, and (iii) by so executing this Fourth Amendment, such Party is formally bound to the provisions of this Fourth Amendment.

6. No Other Changes. Except as expressly set forth in this Fourth Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

[END OF TEXT OF FOURTH AMENDMENT. SIGNATURE PAGE TO FOLLOW.]

[SIGNATURE PAGE TO FOURTH AMENDMENT OF AGREEMENT 2207]

IN WITNESS WHEREOF, this Fourth Amendment has been executed by the Parties as of the date and year first above written.

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By: Francesca Tucker-Schuyler

Name: Francesca Tucker-Schuyler

Title: City Manager

"FREEPORT"

FREEPORT-MCMORAN
OIL & GAS LLC, a Delaware
Limited Liability Company

By: Steve Rusch

Name: Steve Rusch

Title: Vice President

ATTEST

Alma Baraja
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman,
City Attorney

FIFTH AMENDMENT TO AND REINSTATEMENT OF AGREEMENT 2207

This Fifth Amendment to and Reinstatement of Agreement 2207 – Memorandum of Understanding (this “**Fifth Amendment**”) is made and entered into this 20 day of July, 2021 (the “**Amendment Date**”) by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California (“**City**”) and SENTINEL PEAK RESOURCES CALIFORNIA LLC, a Delaware limited liability company (“**Sentinel**”) and assignee of FREEPORT-MCMORAN OIL & GAS LLC, a Delaware limited liability company (“**Freeport**”) as successor by merger to PLAINS EXPLORATION & PRODUCTION COMPANY.

RECITALS

WHEREAS, City and PXP previously entered into that certain “Agreement 2207 – Memorandum of Understanding dated February 9, 2005 (as amended, “**Agreement 2207**”), which addressed the rights and obligations of the Parties regarding City’s waiver of the imposition and collection of City’s business license tax on PXP in exchange for PXP’s agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207; and

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the “**First Amendment**”) and a Second Amendment to Agreement 2007, made as of August 24, 2011 (the “**Second Amendment**”);

WHEREAS, City and Freeport, as successor by merger to PXP, entered into a Third Amendment, made as of August 1, 2013 (the “**Third Amendment**”) and a Fourth Amendment made as of December 9, 2015 (the “**Fourth Amendment**”);

WHEREAS, Freeport assigned Agreement 2207 to Sentinel in connection with an assignment of certain of Freeport’s oil and gas assets which transaction closed on December 31, 2016;

WHEREAS, the term of Agreement 2207 expired on December 31, 2020; and

WHEREAS, City and Sentinel desire to reinstate Agreement 2207 on the amended terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the benefits to be derived by each party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, notwithstanding anything to the contrary set forth in Agreement 2207:

1. Agreement in Full Force and Effect. The Parties acknowledge and agree that Agreement 2207 is and remains in full force and effect, as amended hereby, and is fully reinstated to the extent Agreement 2207 may have been deemed earlier terminated.

2. Amendment of Section 2.B. Section 2.B. of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

“Commencing January 1, 2005, the Oil Production Payment shall be provided to City by Sentinel (or its predecessors, as applicable) until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter; *provided, however*, (i) the Oil Production Payment owed for the first and second calendar quarters of 2021 shall be paid on or before August 15, 2021 and (ii) at the sole election of Sentinel, this Agreement shall terminate (including Sentinel’s obligation to make the Oil Production Payment) thirty (30) days following written notice to City in the event any restrictions or limitations are threatened or enforced against Sentinel’s ability to operate the Montebello oilfield consistent with operating practice as of the Amendment Date which restrictions may be derived from, including but not limited to, local, state or federal regulation or order, moratorium or legal action. For purposes hereof, “**Termination Date**” shall mean December 31, 2023.”

3. Counterparts. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Authority to Sign. Each of the persons executing this Fifth Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Fifth Amendment on behalf of said Party and (iii) by so executing this Fifth Amendment, such Party is formally bound to the provisions of this Fifth Amendment.

5. No Other Changes. Except as expressly set forth in this Fifth Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

[Signature Pages Follows.]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Fifth Amendment as of the date first set forth above.

SENTINEL:

SENTINEL PEAK RESOURCES CALIFORNIA
LLC, a Delaware limited liability company

By: GB P
Name: George Paspalof
Title: Executive Vice President

CITY:

CITY OF MONTEBELLO, a California municipal
corporation

By: R
Name: René Bobadilla
Title: City Manager

ATTEST:

Chris Jimenez
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman, City Attorney



VIA CERTIFIED MAIL

September 4, 2015

CITY OF MONTEBELLO
ATTN: CITY ADMINISTRATOR
1600 WEST BEVERLY BLVD.
MONTEBELLO, CA 90640

Re: Consent to Assignment
MEMORANDUM OF UNDERSTANDING

Dear Sir/Madam:

Freeport-McMoRan Oil & Gas LLC ("FM O&G") intends to assign to its wholly owned subsidiary company, Freeport-McMoRan Exploration & Production LLC or another of its affiliate or subsidiary companies, all of FM O&G's interest in and to the following Contract ("Contract"):

- MEMORANDUM OF UNDERSTANDING dated effective 2/9/2005, between PLAINS EXPLORATION & PRODUCTION and CITY OF MONTEBELLO, a copy of which is attached. Also included, are (3) amendments.

Pursuant to the terms of the Contract, FM O&G hereby requests your consent to such assignment.

Thank you for your consideration of this request. Please indicate your consent in the space below and return one (1) copy of this letter via U.S. Postal Service in the enclosed prepaid envelop to Freeport-McMoRan Oil & Gas, Attn: Larry Aguirre, 717 Texas Avenue, Suite 2100, Houston, TX 77002, or by fax to (713) 579-6797, or by email to larry_aguirre@fmi.com. Your timely attention to this matter is appreciated.

If you have any questions, please contact Larry Aguirre via phone at (713) 579-6517 or via email at larry_aguirre@fmi.com

Sincerely,

Stephen T. Burke
Director Land & Property Administration

AGREED to and ACCEPTED
CITY OF MONTEBELLO

This 1st day of October, 2015

By:
Name: Francesca Tucker-Schuyler
Title: City Manager



ITEM # 20

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 25-33 VACATING A PORTION OF BLUFF ROAD AND RESERVING AN EXCLUSIVE EASEMENT OVER THE VACATED PORTION FOR THE BENEFIT OF A WATER UTILITY PURSUANT TO STREETS AND HIGHWAYS CODE SECTIONS 8320-8325**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-33 vacating a portion of Bluff Road and reserving an exclusive easement over such portion for the benefit of San Gabriel Valley Water Company (SGVWC); and
2. Hold a Public Hearing at a future City Council meeting as required by Streets and Highways Code §§ 8320–8325, for the proposed vacation and easement reservation; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact, as the conveyance of the portion of Bluff Road at issue here was part of the purchase price paid by San Gabriel Valley Water Company (SGVWC) to the City related to the sale of the City's water system and related assets in February, 2023.

BACKGROUND/DISCUSSION:

On or about September 20, 2020, the City of Montebello as the “seller” and San Gabriel Valley Water Company (SGVWC) as the “purchaser” entered into that certain Purchase

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

Page 2 of 4

and Sale Agreement (PSA) for the sale of the City's potable water supply, treatment, storage, transmission, distribution system, and related real property (the "Water System") for the purchase price of \$15.8 million dollars. The PSA also included real property related to the south system well site, included a portion of Bluff Road—north of the intersection with Maynard Road and generally described as a right-of-way measuring approximately 8,087 square feet. (Attachment A, Exhibit "B"). The proposed portion of Bluff Road to be vacated is currently only used by SGVWC as an egress and ingress to a water facility located at the end of the road; and in fact, the facility is built within the public right of way (ROW).

From the outset of the Water System sale, it was the City's intent to legally convey that portion of Bluff Road with the following location and legal description (in **Bold**, below):

A portion of Bluff Road as shown on Parcel Map No. 2362, according to the map recorded in Book 13, Pages 69 and 70 of Parcel Maps, in the City of Montebello, County of Los Angeles, State of California, on file in the office of the Recorder of said County, more particularly described as follows:

BEGINNING at the Northwest Corner of lot 22 per C.F. 988 Pages 1 through 4, inclusive, filed with superior court case no. B-81961 as exhibit "A", recorded in the office of said County Recorder of Los Angeles County; thence coincident with the southerly right-of-way line of the Atchison, Topeka and Santa Fe Railway as shown on said Parcel Map South 67°45'55" East, 42.12 feet; thence departing said Southerly right-of-way line coincident with the easterly right-of-way line of Bluff Road as shown on said Parcel Map South 40°29'50" West, 138.37 feet; thence South 23°31'00" West, 64.59 feet; thence departing said easterly line North 66°29'00" West, 6.01 feet, to the beginning to a non-tangent curve, concave southwesterly, having a radius of 29.45 feet, a radial line through said beginning bears North 83°08'04" East; thence along said non-tangent curve through a central angle of 91°33'29" and an arc length of 47.06 feet to the beginning of a reverse curve having a radius of 42.17 feet, concave northeasterly, a radial line through which bears South 8°25'25" East; thence along said reverse curve through a central angle of 22°43'24" and an arc length of 16.72 feet; thence North 71°05'35" West, 5.58 feet; thence North 90°00'00" West, 1.98 feet to the westerly right-of-way line of Bluff Road as shown on said Parcel Map; thence coincident with said westerly right-of-way line of Bluff Road the following 3 courses:

- 1. North 67°52'23" East, 42.90'**
- 2. North 23°31'00" East, 35.45'**
- 3. North 40°29'50" East 131.15' to the POINT OF BEGINNING.**

CONTAINING: 8087 square feet more or less.

Now, in accordance with the terms and conditions of the PSA and with the authority granted to the City under Sections 8320–8325 of the California Streets and Highways Code, the City desires to convey a portion of Bluff Road described above, and pursuant to Section 8340 of the Streets and Highways Code reserve onto SGVWC the vacated portion.

Pursuant to the California Subdivision Map Act, vacation of the right-of-way reverts to the

adjacent property owner(s). In other words, upon recordation of the vacation, the City would relinquish its rights to use the property as a roadway. To ensure that San Gabriel Valley Water Company maintains full and exclusive of its rights, benefits, and access as the legal owner of the Water System and related assets — including that portion of Bluff Road described above -- it is necessary that concurrently with this vacation process, the City reserve unto San Gabriel Valley Water Company, an exclusive easement over the vacated portion for the benefit of the public utility. If the City Council adopts the Resolution, it will be filed for recording with the Los Angeles County Recorder as evidence of action and SGVWC's rights to the area.

ENVIRONMENTAL:

Based upon the existing uses of the subject real property, the proposed vacation of the portion of Bluff Road described herein will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not, therefore, subject to CEQA pursuant to Section 15060 of the State CEQA Guidelines.

PUBLIC NOTIFICATIONS:

Pursuant to Sections 8320-8325 of the California Code of Streets and Highways, the following noticing was performed:

- Beginning on May 29, 2025, the Public Hearing Notice will be published in the Daily Journal (Whittier Daily News) for two successive weeks (Notice needs to be published at least 15 days prior to meeting and posted per Streets and Highways Code 8323); and
- Beginning on May 29, 2025, three (3) Public Hearing Notices will be posted conspicuously along the line of the street proposed to be vacated and easement proposed to be reserved, not more than 300 feet part (Streets and Highways Code section 8323).

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council adopt Resolution No. 25-33 to vacate a portion of Bluff Road and reserve an exclusive easement over the vacated portion for the benefit of a water utility pursuant to SHC §§ 8320 – 8325; and hold a Public Hearing at a future City Council meeting of the proposed vacation and easement reservation.

ATTACHMENT(S)

1. Attachment A - Resolution 25-33
2. Attachment B - Exhibit B _ Bluff Rd. Legal Description and Map
3. Attachment C - Public Hearing Notice - Bluff Road Vacation

RESOLUTION NO. 25-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, VACATING A PORTION OF BLUFF ROAD AND RESERVING AN EXCLUSIVE EASEMENT OVER THE VACATED PORTION FOR THE BENEFIT OF A WATER UTILITY PURSUANT TO STREETS AND HIGHWAYS CODE SECTIONS 8320 - 8325

RECITALS

WHEREAS, on or about September 29, 2020, the City of Montebello (the “City”) as the “Seller” entered into that certain Agreement for Purchase and Sale of Water Assets (the “Agreement”) with San Gabriel Valley Water Company, a California Public Utility Water Company, as the “Purchaser” for the conveyance of the City’s potable water supply, treatment, storage, transmission, distribution system, and related real property assets (the “Water System”); and

WHEREAS, the Water System includes certain facilities and infrastructure that were constructed in the public right of way on a portion of what is known as Bluff Road in the City of Montebello, as such portion of Bluff Road is more specifically described in **Exhibit “A”** (Legal Description) to this Resolution and incorporated by reference (the “Bluff Road Segment”); and

WHEREAS, in to complete transfer of the Water System to SGVWC, it is necessary and appropriate for the City to vacate the Bluff Road Segment as public street or right of way in the manner permitted by Sections 8320 through 8325 of the Streets and Highways Code (“SHC”), and reserve and except from the vacation or otherwise grant to SGVWC an exclusive easement in the Bluff Road Segment for all purposes necessary and convenient to operation of the Water System pursuant to Section 8340 of the Streets and Highways Code; and

WHEREAS, the City Council has conducted a duly notice hearing that was published and held in the manner required by Sections 8320 through 8324 of the SHC, and has heard and duly considered all evidence submitted at the public hearing; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have been duly performed.

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

SECTION 1: Based upon the staff reports, agenda materials, written and verbal comments and other evidence presented during the public hearing for this matter, the City Council finds and declares the foregoing recitals to be true and correct, and incorporates said recitals as a substantive part of this Resolution.

RESOLUTION NO. 25-33

Page 2 of 3

SECTION 2: The City Council hereby finds and declares that the Bluff Road Segment described in **Exhibit “A”** is unnecessary for the present or prospective public use as a public street, and that the public easement in the Bluff Road Segment is hereby vacated subject to the reservations for public utility purposes described in Section 3 of this Resolution.

SECTION 3: The City Council hereby reserves from the vacation and grants to San Gabriel Valley Water Company an exclusive easement in the Bluff Road Segment for all purposes necessary and convenient to operation of the Water System as a public utility, consistent with the rights and benefits afforded to it as a public water utility under the authority granted to it by state of California.

SECTION 4: The City Council finds and declares that this Resolution is categorically exempt from the provisions of the California Environmental Quality Act by the “common sense” exemption in CEQA Guidelines 15061(b)(3), because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment because it is purely transactional in nature and will not result in any physical change to the subject area, and as a result the activity is not subject to CEQA.

SECTION 5: The City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect. Pursuant to Section 8325 of the SHC, the City Clerk shall cause a certified copy of this Resolution, attested under seal, to be recorded in the office of the recorder of Los Angeles County.

APPROVED AND ADOPTED this 28th day of May 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:

RESOLUTION NO. 25-33

Page 3 of 3

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-33 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 28th day of May 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 "B"
LEGAL DESCRIPTION

A portion of Bluff Road as shown on Parcel Map No. 2362, according to the map recorded in Book 13, Pages 69 and 70 of Parcel Maps, in the City of Montebello, County of Los Angeles, State of California, on file in the office of the Recorder of said County, more particularly described as follows:

BEGINNING at the Northwest Corner of lot 22 per C.F. 988 Pages 1 through 4, inclusive, filed with superior court case no. B-81961 as exhibit "A", recorded in the office of said County Recorder of Los Angeles County; thence coincident with the southerly right-of-way line of the Atchison, Topeka and Santa Fe Railway as shown on said Parcel Map South 67°45'55" East, 42.12 feet; thence departing said Southerly right-of-way line coincident with the easterly right-of-way line of Bluff Road as shown on said Parcel Map South 40°29'50" West, 138.37 feet; thence South 23°31'00" West, 64.59 feet; thence departing said easterly line North 66°29'00" West, 6.01 feet, to the beginning to a non-tangent curve, concave southwesterly, having a radius of 29.45 feet, a radial line through said beginning bears North 83°08'04" East; thence along said non-tangent curve through a central angle of 91°33'29" and an arc length of 47.06 feet to the beginning of a reverse curve having a radius of 42.17 feet, concave northeasterly, a radial line through which bears South 8°25'25" East; thence along said reverse curve through a central angle of 22°43'24" and an arc length of 16.72 feet; thence North 71°05'35" West, 5.58 feet; thence North 90°00'00" West, 1.98 feet to the westerly right-of-way line of Bluff Road as shown on said Parcel Map; thence coincident with said westerly right-of-way line of Bluff Road the following 3 courses:

1. North 67°52'23" East, 42.90'
2. North 23°31'00" East, 35.45'
3. North 40°29'50" East 131.15' to the **POINT OF BEGINNING**.

CONTAINING: 8087 square feet more or less.

Exhibit "B-1" attached hereto and made a part hereof

END OF DESCRIPTION

This legal description and exhibit has been prepared by me, or under my direction, in conformance with the Professional Land Surveyor's Act.



Shannon K. Conaway
Licensed Land Surveyor
California No. 7537



11/18/2024

Date

ATCHISON, TOPEKA AND SANTA FE
RAILWAY CENTERLINE

POINT OF BEGINNING

PORTION OF
LOT 22
G.F. 933/1-4

PORTION OF
LOT 23
G.F. 933/1-4

BLUFF ROAD

N40°29'50"E 131.15'

S40°29'50"W 138.37'

N23°31'00"E
35.45'

S23°31'00"W 64.59'

S8°25'25"E
(RAD)

R=42.17'
L=16.72'
Δ=22°43'24"

R=29.45'
L=47.06'

Δ=91°33'29"

MAYNARD ROAD

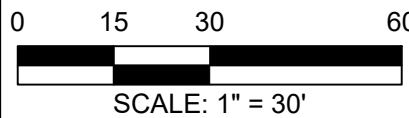
N83°08'04"E
(RAD)

Line Table		
Line #	Length	Direction
L1	42.12'	S67°45'55"E
L2	6.01'	N66°29'00"W
L3	5.58'	N71°05'35"W
L4	1.98'	N90°00'00"W
L5	42.90'	N67°52'23"E

CONAWAY Inc.
GEOMATICS

A Disabled Veteran Business Enterprise
PH: (714) 486-0258 CONAWAYGEO.COM

SAN GABRIEL VALLEY WATER COMPANY
BLUFF ROAD
MONTEBELLO, CA
EXHIBIT "B-1"
TO ACCOMPANY LEGAL DESCRIPTION



PAGE: 3 OF 3
DATE: 11/13/24



**CITY OF MONTEBELLO CITY COUNCIL
NOTICE OF PUBLIC HEARING**

**NOTICE TO CONSIDER VACATION OF A PORTION OF A RIGHT-OF-WAY
PURSUANT TO CALIFORNIA STREETS AND HIGHWAY CODE §§ 8320-8325 AND
RESERVATION OF AN EXCLUSIVE EASEMENT FOR THE BENEFIT OF A WATER UTILITY AT
INTERSECTION OF BLUFF ROAD AND MAYNARD ROAD
CEQA Guidelines § 15060**

NOTICE IS HEREBY GIVEN that the City of Montebello City Council (the "City Council") will conduct a public hearing for the purpose of vacating a portion of Bluff Road (Exhibit "B") and reserving an exclusive easement over such vacated portion for the benefit of San Gabriel Valley Water Company, a water utility, pursuant to Streets and Highways Code Sections 8320-8325.

PUBLIC HEARING INFORMATION:

Date: Wednesday, June 25, 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: The project site is an approximately 8,087 square-foot right-of-way parcel located at the intersection of Bluff Road and Maynard Road currently used solely for ingress and egress to a water utility facility located at the end of Bluff Road. On or about September 29, 2020, the City entered into an agreement to sell its water system to San Gabriel Valley Water Company (SGVWC), including its water facilities located at the end of the portion of Bluff Road under consideration in the present matter. On the scheduled public hearing set forth above, the City Council shall consider, from the evidence submitted, whether such right-of-way is in excess and unnecessary for present or prospective public use as required by Sections 8320-8325 of the California Streets and Highways Code, reserving in favor of SGVWC an exclusive easement for public utility purposes. The proposed portion of Bluff Road to be vacated is currently only used by San Gabriel Valley Water Company as an egress and ingress to a water facility located at the end of the road in question.

The legal description of the street to be vacated:

A portion of Bluff Road as shown on Parcel Map No. 2362, according to the map recorded in Book 13, Pages 69 and 70 of Parcel Maps, in the City of Montebello, County of Los Angeles, State of California, on file in the office of the Recorder of said County, more particularly described as follows:

BEGINNING at the Northwest Corner of lot 22 per C.F. 988 Pages 1 through 4, inclusive, filed with superior court case no. B-81961 as exhibit "A", recorded in the office of said County Recorder of Los Angeles County; thence coincident with the southerly right-of-way line of the Atchison, Topeka and Santa Fe Railway as shown on said Parcel Map South 67°45'55" East, 42.12 feet; thence departing said Southerly right-of-way line coincident with the easterly right-of-way line of Bluff Road as shown on said Parcel Map South 40°29'50" West, 138.37 feet; thence South 23°31'00" West, 64.59 feet; thence departing said easterly line North 66°29'00" West, 6.01 feet, to the beginning to a non-tangent curve, concave southwesterly, having a radius of 29.45 feet, a radial line through said beginning bears North 83°08'04" East; thence along said non-tangent curve through a central

angle of 91°33'29" and an arc length of 47.06 feet to the beginning of a reverse curve having a radius of 42.17 feet, concave northeasterly, a radial line through which bears South 8°25'25" East; thence along said reverse curve through a central angle of 22°43'24" and an arc length of 16.72 feet; thence North 71°05'35" West, 5.58 feet; thence North 90°00'00" West, 1.98 feet to the westerly right-of-way line of Bluff Road as shown on said Parcel Map; thence coincident with said westerly right-of-way line of Bluff Road the following 3 courses:

1. North 67°52'23" East, 42.90'
2. North 23°31'00" East, 35.45'
3. North 40°29'50" East 131.15' to the POINT OF BEGINNING.

CONTAINING: 8087 square feet more or less.

Commonly known as the intersection of Bluff Road and Maynard Road. (See **Exhibit "B"** Legal Description and Map.)

APPLICANT: City of Montebello

ENVIRONMENTAL: Pursuant to the California Environmental Act (CEQA), the project is statutorily exempt from CEQA under section 15060 as the proposed vacation of the portion of Bluff Road described herein will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not, therefore, subject to CEQA pursuant to Section 15060 of the State CEQA Guidelines.

For those interested in making public comments, you may address the City Council in person during the public comment period or public testimony period for public hearings by attending the Montebello Council Chambers at 1600 W. Beverly Blvd., Montebello, California on Wednesday, June 25, 2025 at 6:00 p.m. In addition, the City has created an email address (ccpubliccomment@montebellocity.gov) where the public can submit written public comments no later than Wednesday, June 25, 2025, at 3:00 p.m. These comments may not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.montebellocity.gov/departments/administration/city_clerks_office/city_council_successor_agency_meetings. If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the Public Hearing. The proposed material is available by contacting the City Clerk's Office at 323-887-1216.

ENCLOSURE:

Exhibit "B"

Kimberly Guillen, Deputy City Clerk

Date Published: May 29, 2025



ITEM # 21

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 25-37 GRANTING AN EASEMENT ON CITY-OWNED LAND, 1600 W. BEVERLY BOULEVARD, TO SOUTHERN CALIFORNIA EDISON (SCE) COMPANY FOR ELECTRICAL UTILITY PURPOSES ASSOCIATED WITH THE INSTALLATION OF CHARGING STATIONS**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-37 (Attachment A) granting an easement on City-owned land, 1600 W. Beverly Boulevard, to Southern California Edison (SCE) Company for electrical utility purposes associated with the installation of charging stations; and
2. Authorize the City Manager to sign the Grant of the easement to Southern California Edison Company on behalf of the City; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact to the City for the granting of the Southern California Edison (SCE) easement. On September 27, 2023, City Council approved a participation agreement between the City of Montebello and Southern California Edison (SCE) for the installation of electric vehicle (EV) charging infrastructure under the "Charge Ready Program." To continue the process of installation of electric vehicle charging stations at City Hall, the City will be participating in the Los Angeles County "Public Power Up" Program to acquire EV charging stations. The EV charging stations will be constructed at City Hall and consist of 34 total EV ports.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

Page 2 of 2

SCE is covering the cost of the infrastructure for the construction of the EV chargers and Los Angeles County's "Public Power Up" Program will be covering the cost of purchasing and installing the EV charging stations. Between these two programs, all the necessary funding to construct EV charging stations at City Hall is covered.

BACKGROUND/DISCUSSION:

The State of California has partnered with SCE in establishing a "Charge Ready Program" to meet the State's needs for electric charging infrastructure. The program launched on July 12, 2021, offering multiple programs and incentive options for existing commercial, multifamily, and public buildings to install EV charging ports across the state. The program covers "make-ready infrastructure" up to charging station stub-outs for EV charging stations. On September 27, 2023, City Council approved an agreement with SCE for the installation of EV charging station infrastructure at City Hall.

Project completion date is December 31, 2025. Starting in January of 2026, the County and its non-profit organization (Energy Coalition) will commence to extrapolate data on the usage of the EV charging stations in order to report to the State. Attached is the SCE Easement document (Attachment B) and the plat map (Attachment C).

ENVIRONMENTAL:

In accordance with the California Quality Act ("CEQA") Guidelines, Section 15061(b)(3), granting Southern California Edison (SCE) Easement for the distribution of electrical energy is exempt from CEQA in that it can be seen with certainty that granting of a utility easement will not have a significant effect on the environment. (Attachment D).

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council adopt Resolution No. 25-37 to grant an easement on City-owned property at 1600 W. Beverly Boulevard to Southern California Edison Company to install electrical vehicle charging stations; and authorize the City Manager to execute the Grant of Easement on behalf of the City.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-37
2. Attachment B - Southern California Edison Easement
3. Attachment C - Southern California Edison Easement Plat Map
4. Attachment D - CEQA NOE

Attachment A

RESOLUTION NO. 25-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, GRANTING AN EASEMENT ON CITY-OWNED LAND, CITY HALL, TO SOUTHERN CALIFORNIA EDISON COMPANY (SCE) FOR THE PURPOSES OF INSTALLING UNDERGROUND ELECTRIC VEHICLE UTILITY INFRASTRUCTURE

RECITALS

WHEREAS, Southern California Edison ("SCE") has requested that the City of Montebello ("City") grant an easement (Exhibits "A" & "B") on City-owned property, City Hall real property, located at 1600 W. Beverly Boulevard . The easement is for the construction, use, maintenance, operation, alteration, inspection of their equipment, and electrical system associated with the installation of charging stations.

WHEREAS, City Hall will house thirty-four (34) electric vehicle charging stations.

WHEREAS, the City of Montebello ("City") is the record owner of the real property, City Hall, 1600 W. Beverly Boulevard, as depicted in the Los Angeles County Recorder's Office as MR 78-19-23 for DESC POR of Lots 177 and 179.

WHEREAS, depicted in Exhibits "A" & "B" are the legal description and plat map for the SCE easement, each attached hereto and incorporated herein by this reference (the "Easement"); and

WHEREAS, the City and SCE agree the easement is necessary to provide electric power services to the electric vehicle charging stations.

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

SECTION 1. AUTHORITY. The City of Montebello finds that the grant of the easement is appropriate in order to protect the City while simultaneously allowing SCE to provide the necessary electric power services to energize the electric vehicle charging stations.

SECTION 2. ADOPTION. The City of Montebello approves the grant of Easements (Exhibits "A" & "B"), for the construction, use, maintenance, operation, alteration, inspection of their equipment, and electrical systems to energize the electric vehicle charging stations at City Hall, in substantially the form submitted and attached hereto as Exhibit "A" and Exhibit "B".

SECTION 3. STATEMENTS. The City of Montebello finds that in accordance with the California Environmental Quality Act ("CEQA") Guidelines, Section 15061(b)(3), granting Southern California Edison an Easement for the construction, use, maintenance, operation, alteration, inspection of their equipment, and electrical systems to energize the electric vehicle charging stations at City Hall are exempt from CEQA in that it can be seen

RESOLUTION NO. 25-37

Page 2 of 3

with certainty that granting of a utility easement will not have a significant effect on the environment.

SECTION 4. Public Officials and Employees Designated. Authorizes the City Manager to sign the Easement for the construction, use, maintenance, operation, alteration, inspection of their equipment, and electrical systems to energize the electric vehicle charging stations at City Hall to Southern California Edison on behalf of the City.

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

APPROVED AND ADOPTED THIS 28th DAY OF MAY 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-37 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 28th day of May 2025 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:

RESOLUTION NO. 25-37

Page 3 of 3

ABSTAIN:

ABSENT:

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

DATE: _____

Christopher Jimenez, City Clerk

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

ATTACHMENT B

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc No.:

**GRANT OF
EASEMENT**
Vehicle Charging Station

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT Montebello	SERVICE ORDER TD2318267	SERIAL NO.	MAP SIZE
SCE Company SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	GVM LT-9664-B2 APN 5294-014-903	APPROVED: REAL PROPERTIES	BY SLS/BT	DATE 04/30/2025

THE CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and internal communication systems for SCE's sole use (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, solely for the purpose of providing electrical power to vehicle charging stations, in, on, over, under, across and along that certain real property in the City of Montebello, County of Los Angeles, State of California, described as follows:

VARIOUS STRIPS OF LAND LYING WITHIN LOT 177 OF MONTEBELLO, AS PER MAP RECORDED IN BOOK 78, PAGES 19 THROUGH 23 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINES OF SAID STRIPS ARE DESCRIBED AS FOLLOWS:

STRIP #1 (6.00 FEET WIDE)

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF 18TH STREET, 30.00 FOOT HALF-WIDTH, WITH THE CENTERLINE OF BEVERLY BOULEVARD, 45.00 FOOT HALF-WIDTH, AS SAID INTERSECTION IS SHOWN ON RECORD OF SURVEY, AS PER MAP FILED IN BOOK 237, PAGES 30 THROUGH 36, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE CENTERLINE OF SAID BEVERLY BOULEVARD, SOUTH 75°42'55" EAST 198.19 FEET;

THENCE LEAVING THE CENTERLINE OF SAID BEVERLY BOULEVARD, NORTH 14°17'05" EAST 45.00 FEET TO THE NORTHERLY LINE OF SAID BEVERLY BOULEVARD AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 14°17'05" EAST 8.04 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "A".

STRIP #2 (14.00 FEET WIDE)

COMMENCING AT SAID POINT "A";

THENCE SOUTH 75°42'55" EAST 2.72 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 14°17'05" EAST 9.18 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";
THENCE CONTINUING NORTH 14°17'05" EAST 7.82 FEET TO THE **POINT OF TERMINUS**.

STRIP #3 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "B";

THENCE SOUTH 75°42'55" EAST 83.22 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 12.50 FEET;

THENCE EASTERLY, NORTHEASTERLY, AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 19.63 FEET;

THENCE NON-TANGENT TO SAID CURVE, SOUTH 62°19'20" EAST 15.67 FEET;

THENCE NORTH 14°39'13" EAST 13.21 FEET TO THE **POINT OF TERMINUS**, SAID POINT HEREINAFTER REFERRED TO AS POINT "C".

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #2 DESCRIBED HEREINABOVE.

STRIP #4 (10.00 FEET WIDE)

COMMENCING AT SAID POINT "C";

THENCE NORTH 75°20'47" WEST 2.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 14°39'13" EAST 12.98 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE CONTINUING NORTH 14°39'13" EAST 3.02 FEET TO THE **POINT OF TERMINUS**.

STRIP #5 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "D";

THENCE NORTH 75°59'51" WEST 7.66 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";

THENCE CONTINUING NORTH 75°59'51" WEST 52.36 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";

THENCE CONTINUING NORTH 75°59'51" WEST 14.00 FEET TO THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #4 DESCRIBED HEREINABOVE.

STRIP #6 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "F";

THENCE SOUTH 13°36'12" WEST 16.31 FEET;

THENCE NORTH 75°59'51" WEST 13.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #5 DESCRIBED HEREINABOVE.

STRIP #7 (6.00 FEET WIDE)

BEGINNING AT SAID POINT “E”;

THENCE NORTH 14°52’02” EAST 54.19 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT “G”;

THENCE CONTINUING NORTH 14°52’02” EAST 6.97 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT “H”;

THENCE CONTINUING NORTH 14°52’02” EAST 17.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT “I”;

THENCE CONTINUING NORTH 14°52’02” EAST 8.47 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT “J”;

THENCE CONTINUING NORTH 14°52’02” EAST 15.18 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT “K”;

THENCE CONTINUING NORTH 14°52’02” EAST 10.31 FEET;

THENCE NORTH 68°08’03” EAST 4.83 FEET;

THENCE NORTH 44°15’49” EAST 9.59 FEET;

THENCE SOUTH 75°42’44” EAST 96.34 FEET;

THENCE SOUTH 31°26’48” EAST 25.57 FEET;

THENCE SOUTH 14°04’56” WEST 47.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #5 DESCRIBED HEREINABOVE.

STRIP #8 (6.00 FEET WIDE)

BEGINNING AT SAID POINT “K”;

THENCE NORTH 75°07’58” WEST 8.00 FEET TO THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #7 DESCRIBED HEREINABOVE.

STRIP #9 (6.00 FEET WIDE)

BEGINNING AT SAID POINT “J”;

THENCE NORTH 75°07’58” WEST 6.00 FEET TO THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #7 DESCRIBED HEREINABOVE.

STRIP #10 (6.00 FEET WIDE)

BEGINNING AT SAID POINT “I”;

THENCE NORTH 75°07'58" WEST 6.00 FEET TO THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #7 DESCRIBED HEREINABOVE.

STRIP #11 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "H";

THENCE NORTH 75°07'58" WEST 6.00 FEET TO THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #7 DESCRIBED HEREINABOVE.

STRIP #12 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "G";

THENCE SOUTH 75°41'28" EAST 55.30 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "L";

THENCE SOUTH 14°12'06" WEST 3.37 FEET;

THENCE SOUTH 75°49'25" EAST 10.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINTS.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #7 DESCRIBED HEREINABOVE.

STRIP #13 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "L";

THENCE NORTH 14°12'06" EAST 11.26 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "M";

THENCE CONTINUING NORTH 14°12'06" EAST 8.37 FEET;

THENCE SOUTH 75°47'54" EAST 6.00 FEET TO THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED TO JOIN AT THE ANGLE POINT.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #12 DESCRIBED HEREINABOVE.

STRIP #14 (6.00 FEET WIDE)

BEGINNING AT SAID POINT "M";

THENCE SOUTH 75°47'54" EAST 6.00 FEET TO THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN STRIP #13 DESCRIBED HEREINABOVE.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for itself, its heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

Upon written request, Grantee shall relocate its facilities installed hereunder to another mutually approved area on Grantor's property and provided that Grantee has first been given an easement over such new area on terms identical to those set forth herein. Such relocation shall be at Grantor's sole cost and expense. Upon completion of the relocation, Grantee shall execute a quitclaim of this easement on terms reasonably acceptable to Grantor and Grantee.

To the extent Grantor removes the vehicle charging stations, and such removal is not part of a relocation, Grantor may, upon sixty (60) days written notice, terminate this easement and Grantee shall execute a quitclaim on a mutually acceptable form. However, except in connection with a termination of that certain Charge Ready Participation agreement affecting Grantor's property (the "CR Agreement) in accordance with the terms thereof, in no event will the vehicle charging stations be removed for a period of ten (10) years from "In-Service Date" (as defined in the CR Agreement). Upon termination, Grantee shall have a limited right to access the property for the purpose of removing its facilities or Grantee may abandon its systems in place. In addition, upon written request, Grantee will execute a quitclaim of this easement on terms reasonably acceptable to Grantee and Grantor.

EXECUTED this ____ day of _____, 20____.

GRANTOR

THE CITY OF MONTEBELLO, a California municipal corporation

By _____

Name _____

Title _____

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, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this _____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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 _____)

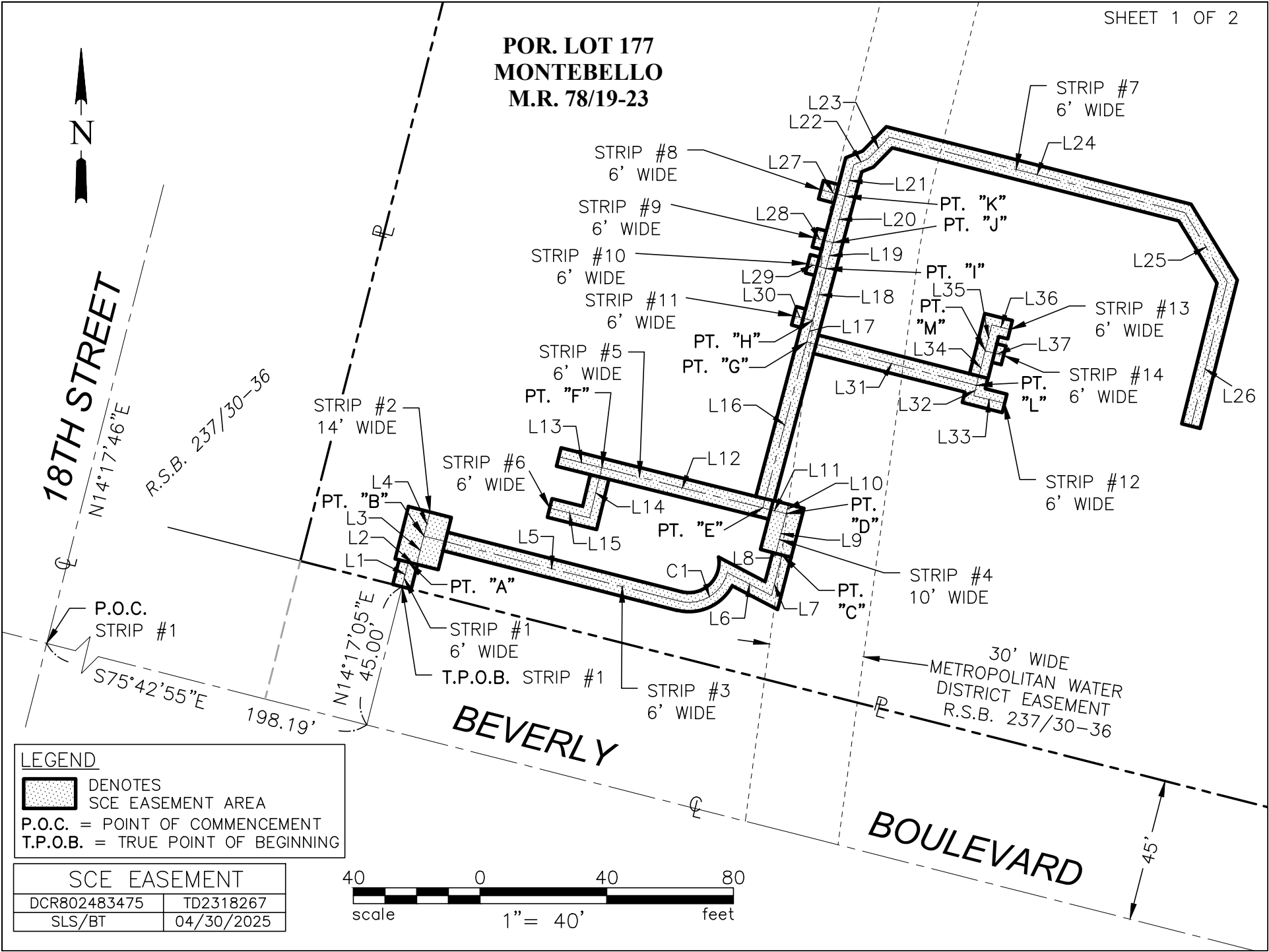
On _____ before me, _____, a Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N14°17'05"E	8.04'
L2	S75°42'55"E	2.72'
L3	N14°17'05"E	9.18'
L4	N14°17'05"E	7.82'
L5	S75°42'55"E	83.22'
L6	S62°19'20"E	15.67'
L7	N14°39'13"E	13.21'
L8	N75°20'47"W	2.00'
L9	N14°39'13"E	12.98'
L10	N14°39'13"E	3.02'
L11	N75°59'51"W	7.66'
L12	N75°59'51"W	52.36'
L13	N75°59'51"W	14.00'
L14	S13°36'12"W	16.31'
L15	N75°59'51"W	13.00'
L16	N14°52'02"E	54.19'
L17	N14°52'02"E	6.97'
L18	N14°52'02"E	17.00'
L19	N14°52'02"E	8.47'
L20	N14°52'02"E	15.18'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N14°52'02"E	10.31'
L22	N68°08'03"E	4.83'
L23	N44°15'49"E	9.59'
L24	S75°42'44"E	96.34'
L25	S31°26'48"E	25.57'
L26	S14°04'56"W	47.00'
L27	N75°07'58"W	8.00'
L28	N75°07'58"W	6.00'
L29	N75°07'58"W	6.00'
L30	N75°07'58"W	6.00'
L31	S75°41'28"E	55.30'
L32	S14°12'06"W	3.37'
L33	S75°49'25"E	10.00'
L34	N14°12'06"E	11.26'
L35	N14°12'06"E	8.37'
L36	S75°47'54"E	6.00'
L37	S75°47'54"E	6.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	12.50'	90°00'00"	19.63'

SCE EASEMENT	
DCR802483475	TD2318267
SLS/BT	04/30/2025

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

From: (Public Agency): City of Montebello
1600 W. Beverly Blvd.,
Montebello, CA 90640

(Address)

Project Title: Southern California Edison Co. installation of charging stations infrastructure

Project Applicant: City of Montebello

Project Location - Specific:

1600 W. Beverly Boulevard, Montebello, CA 90640

Project Location - City: Montebello

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Southern California Edison ("SCE") will install electric vehicle ("EV") charging infrastructure under the "Charge Ready Program" at City Hall. The City of Montebello will be participating in the Los Angeles County "Public Power Up" Program to acquire EV charging stations.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15061(b)(3)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

In accordance with the California Quality Act ("CEQA") Guidelines, Section 15061(b)(3), granting Southern California Edison (SCE) Easement for the distribution of electrical energy is exempt from CEQA in that it can be seen with certainty that granting of a utility easement will not have a significant effect on the environment.

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: 5/29/2025 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 # 22

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

**SUBJECT: ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF
SENIOR CENTER BASEMENT REMODEL AT 115 S. TAYLOR AVENUE
(CP 925) AND AUTHORIZE BID ADVERTISEMENT**

DATE: May 28, 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. Approve Level of Environmental Review Determination via the National Environmental Policy Act (NEPA): Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements; and
3. Adopt the completed plans and specifications for the Senior Center Basement Remodel at 115 S. Taylor Avenue Capital Project No. 925; and
4. Authorize staff to proceed with solicitation of bids for construction; and
5. 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 925). Funding has been appropriated in the Fiscal Year 2024-25 Capital Improvement Program Project Budget. This project will continue into FY 2025-26 and funding will be included in next year's CIP budget. As soon as staff evaluate all bids, a recommendation for contract award and approval will be made at a future City Council meeting and include a well-defined project budget. Should adjustments to the project budget be needed, they will be presented at the time of contract presentation and award.

BACKGROUND/DISCUSSION:

In November 2016, Measure A (The Safe, Clean Neighborhood Parks, Open Space, Beaches, River Protection, and Water Conservation Measure) was approved by voters in Los Angeles County, and replaced the expiring Proposition A to ensure parks, open spaces, beaches, and waterways are built and protected for future generations. Measure A is distributed into seven funding categories, one of them being the Annual Allocations program. Annual allocations are distributed using set formulas and are distributed to local municipalities on an annual basis. Municipalities must submit an application to apply for proposed funding and have the option to allow funds to accrue. The City will be utilizing Measure A Annual Allocation funding to partially fund the Senior Center Basement Remodel Project. The Transit Department will provide funding for the remaining portion of the project expenses.

The Senior Center Renovation Project is located at 115 South Taylor Avenue, and it aims to rehabilitate the functional space of the downstairs area of the Montebello Senior Center located at City Park to provide greater opportunities for the community. Renovation will allow the City to better serve those who utilize the Senior Center by creating a multi-functional space. The City currently hosts a variety of recreational programs, including art classes, fitness programs, and a senior lunch program. The project will allow the City to continue providing high-quality programming and facilities to the community.

The proposed project makes improvements to lighting, flooring, storage, and restrooms. The project scope also includes the addition of a fitness area and a computer room that will be available for use by seniors. Additionally, the proposed design includes multi-functional space that can be utilized for recreational classes, community group meetings, and facility rentals. Transit bus operators will have access to the space for restroom breaks, lunch breaks, use of the computer room and related uses.

Maintenance and operation of the new construction will be the responsibility of the Recreation and Community Services Department. Since the project is partially funded with Measure A Annual Allocation funds, the City will be eligible to utilize Measure A Maintenance and Servicing funds for future maintenance expenses. Measure A Maintenance and Servicing funds can be used for maintenance costs for the project after construction is completed, offsetting expenses charged to the General Fund.

The new fitness and computer area will be staffed by Senior Center staff members who are present during normal operating hours. Staff members will assist with opening/closing, programming, and general assistance of the newly constructed areas. The Recreation and Community Services Department will also work along with the Division of Information Technology (DoIT) for computer set-up, internet access, and ongoing information technology support.

The City Council is required to approve and adopt plans, specifications and working details, and authorize the bid request for all public projects. The bid advertisement is consistent with Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. This action is also consistent with

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

Page 3 of 4

Montebello Municipal Code 3.20.110 - Bidding procedure prescribed.

With the City Council's approval, staff will advertise the project for bid in a local newspaper of general circulation and submit the Notice Inviting Bid (NIB) to Planet Bid. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
City Council authorization to solicit bids for construction	May 30, 2025
Mandatory Job Walk	June 18, 2025 at 9 am
Request for Information – Questions posted by bidders	June 23, 2025 by 12 pm
Response to bidders' questions/Addendums	June 30, 2025 by 5 pm
Open Construction Bids	July 16, 2025 at 11:00 am
City Council award construction contract (Tentative)	August 13, 2025
Commence Construction – Senior Center Basement Remodel (60 working days)	September 2025 – December 2025
Close out Project	January 2026

The City Clerk's Office shall publish the NIB in a local newspaper of general circulation. The notice shall be published for a minimum of twenty-one (21) calendar days before the date of opening the bids per Public Contract Code Section 22037.

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).

Approve Level of Environmental Review Determination via the National Environmental Policy Act (NEPA): Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements when the following conditions are met: (iii) In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent: and (B) The activity does not involve a change in land use, such as from nonresidential to residential, commercial to industrial or from one industrial use to another (Attachment D).

ANALYSIS:

N/A

SUMMARY:

Staff recommends City Council to approve a Class 1 categorical exemption under the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301; and, approve a categorical exclusion under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.35(a)(3), confirming that the project involves rehabilitation of an existing non-residential structure without significant changes to size, capacity, or land use; and, adopt the completed plans and specifications for the Senior Center Basement Remodel located at 115 S. Taylor Avenue (Capital Project No. 925); and authorize staff to proceed with the solicitation of bids for construction.

ATTACHMENT(S)

1. Attachment A - CP-925 Senior Center Basement Remodel Plans
2. Attachment B - CP-925 Senior Center Basement Remodel Specifications
3. Attachment C - CEQA NOE
4. Attachment D - NEPA Categorically Exluded

Attachment A

∠	And Angle	F.A.	Fire Alarm	PRCST.	Pre-cast
⊙	At	F.D.	Flat Bar	PLATE	Plate
⊙	Centerline	F.D.	Fire Drain	P.L.A.M.	Plastic Laminated
⊙	— Diameter or Round	F.D.N.	Foundation	P.L.C.	Plastic
⊙	Pound or Number	F.E.C.	Fire Extinguisher	P.L.W.D.	Plywood
(E)	Existing	F.E.C.	Fire Extinguisher Cab	PR.	Pair
		F.H.C.	Fire Hose Cabinet	PT.	Paint
		FIN.	Finish	P.T.D.	Paper Towel Dispenser
ACOUS.	Acoustical	FLASH.	Floor	P.T.N.	Combination Paper Towel Partition
ADJ.	Adjustable	FLOOD.	Flashing	P.T.R.	Paper Towel Receptacle
AGR.	Aggregate	F.O.C.	Fluorescent		Panel Joint
ALUM.	Aluminum	F.O.F.	Face of Concrete		
APPROX.	Approximate	F.O.F.	Face of Finish		
ARCH.	Architectural	F.O.S.H.	Face of Mullion		
ASB.	Asbestos	FFRF.	Full Size		
ASPH.	Asphalt	F.F.S.	Fireproof		
		FTG.	Foot or Feet		
		FUR.	Footing		
		FUR.	Furring		
		FUT.	Future		
BD.	Board	GA.	Gauge		
BITUM.	Bituminous	GALV.	Galvanized		
BLOC.	Building Block	G.B.	Grab Bar		
BLOCK.	Blocking	G.L.	Glass		
B.M.C.	Beam	GND.	Ground		
B.O.M.	Bottom of Concrete	GR.	Grade		
B.O.M.	Bottom of Mullion	GYP.	Gypsum		
B.O.P.	Bottom of Panel				
B.O.P.	Bottom of Reveal				
B.O.P.	Bottom				
CAB.	Cabinet	H.B.	Hose Bibb		
C.B.	Catch Basin	H.C.	Hollow Core		
C.E.M.	Cement	HDWD.	Hardwood		
CER.	Ceramic	HWDE.	Hardware		
C.I.	Cast Iron	H.M.	Hollow Metal		
C.C.	Corner Guard	H.H.	Horizontal		
CLG.	Ceiling	HORIZ.	Horizontal		
CLG.	Caulking	HGT.	Height		
CLG.	Closet				
CLR.	Clear	I.D.	Inside Diameter (Dim.)		
C.O.	Cased Opening	INS.	Insulation		
C.O.	Column	INT.	Interior		
C.O.M.	Center of Mullion				
CONC.	Concrete	Jan.	Janitor		
CONN.	Connection	JT.	Joint		
CONSTR.	Construction				
CONT.	Continuous				
C.O.R.	Center of Reveal	KIT.	Kitchen		
CORR.	Corridor	K.O.	Knock Out		
CTS.	Countersunk	L.A.B.	Laboratory		
CNTR.	Counter	LAM.	Laminate		
	Center	LAV.	Lavatory		
		L.V.	Locker		
DBL.	Double	LT.	Light		
DEF.	Department				
D.F.	Drinking Fountain	MAX.	Maximum		
DET.	Detail	M.C.	Medicine		
DIA.	Diameter	MECH.	Mechanical		
DM.	Dimension	MEMB.	Membrane		
DISP.	Dispenser	MET.	Metal		
DIN.	Down	MFR.	Manufacturer		
D.O.	Door Opening	MNL.	Manhole		
D.D.R.	Draw	MIN.	Minimum		
DWR.	Drawer	MIR.	Mirror		
DS.	Downspout	MISC.	Miscellaneous		
D.S.P.	Dry Standpipe	M.O.	Masonry Opening		
D.W.P.	Downspout	MTD.	Mounded		
		MUL.	Mullion		
E.	East				
EA.	Each	N.	North		
E.I.	Expansion Joint	N.I.C.	Not In Contact		
ELEV.	Elevation	NO.	Number		
ELEC.	Electrical	NOM.	Nominal		
ELV.	Elevator	N.T.S.	Not To Scale		
EMER.	Emergency				
ENCL.	Enclosure				
E.Q.	Electrical Panelboard	O.	Overall		
E.Q.T.	Equal	OBS.	Obscure		
EWP.	Equipment	O.C.	On Center		
EXT.	Electric Water Cooler	O.D.	Outside Diameter (Dim.)		
EXT.	Existing	OFF.	Office		
EXP.	Exposed	OPNG.	Opening		
EXT.	Expansion	OPP.	Opposite		
EXT.	Exterior				

DETAIL REFERENCE

SHEET NUMBER

DETAIL SECTION REFERENCE

SHEET NUMBER

DETAIL SECTION REFERENCE

SHEET NUMBER

EXTERIOR ELEVATION REFERENCE

SHEET NUMBER

REVISION

WALL MATERIAL TYPE

TYPE NUMBER

FLOOR MATERIAL TYPE

MISC. MATERIAL TYPE

TYPE NUMBER

INTERIOR ELEVATION VIEW

INTERIOR ELEVATION REFERENCE

SHEET NUMBER

DOOR & WINDOW TYPE

NOTE REFERENCE NUMBER

SANITARY FACILITIES:

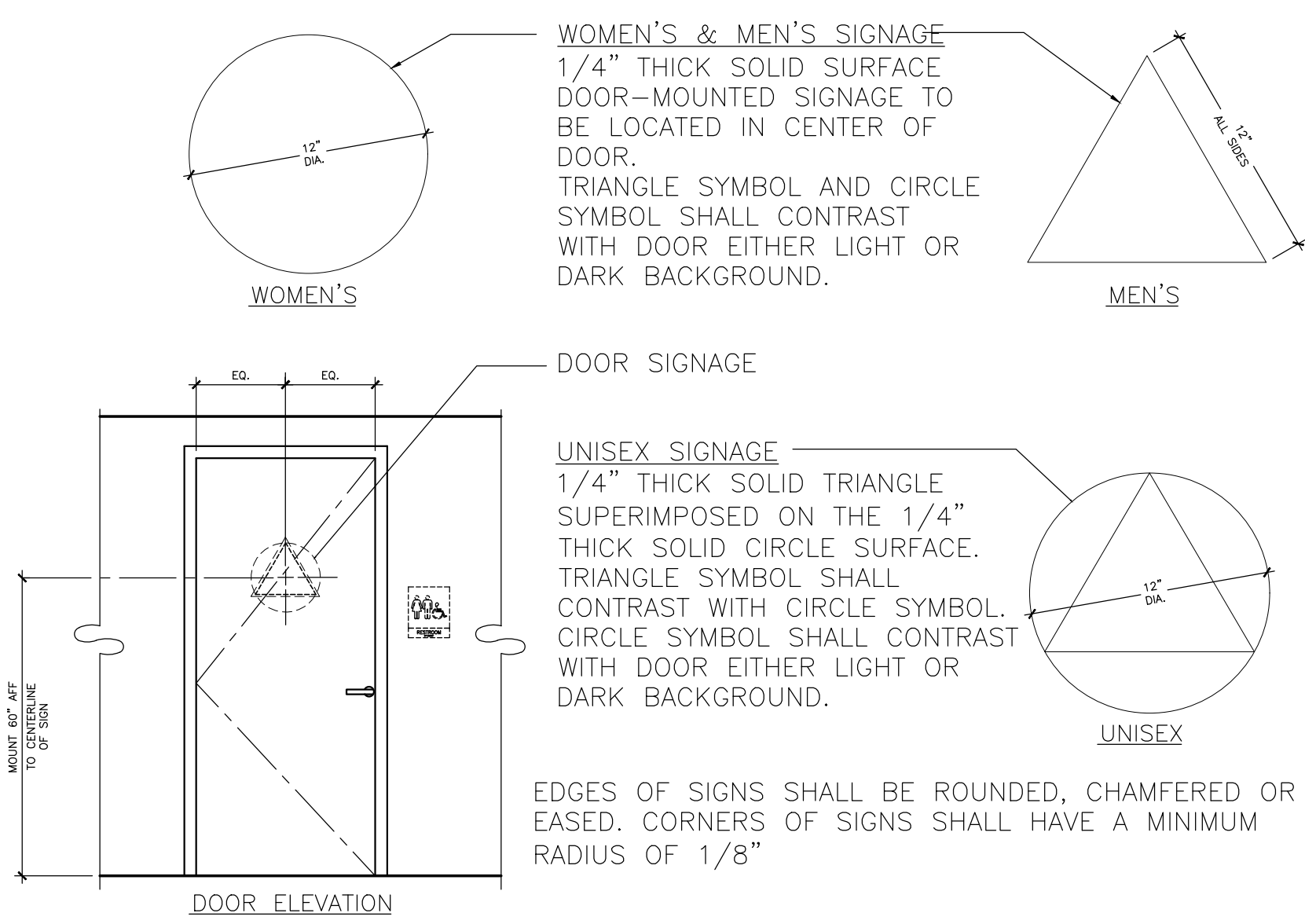
1. ACCESSIBLE SIGN CONTAINING TACTILE CHARACTER IS PROVIDED AT DOOR. THE SIGN SHALL BE ALONGSIDE THE DOOR ON LATCH SIDE AND AT DOUBLE DOORS, THE SIGN SHALL BE RIGHT OF THE RIGHT HANDED DOOR. THE SIGN CONTAINING TACTILE CHARACTERS SHALL HAVE 18" MINIMUM BY 18" MINIMUM SPACE ON THE FLOOR CENTERED ON SIGN. THE SIGN TACTILE CHARACTER SHALL BE 48" MINIMUM AND 60" MAXIMUM ABOVE FLOOR.
2. CLEARANCE AROUND THE WATER CLOSET SHALL BE 60" MINIMUM MEASURED PERPENDICULAR FROM THE SIDEWALL. 56" MINIMUM MEASURED PERPENDICULAR FROM REAR WALL. FOR WALL MOUNTED FIXTURE AND 59" FOR FLOOR MOUNTED FIXTURES. NO OTHER FIXTURES OR OBSTRUCTION SHALL BE WITHIN WATER CLOSET CLEARANCE.
3. WATER CLOSET COMPARTMENTS SHALL BE EQUIPPED WITH A DOOR THAT HAS AN AUTOMATIC CLOSING DEVICE, AND SHALL HAVE A CLEAR UNOBSTRUCTED OPENING WIDTH OF 32-INCHES WHEN LOCATED AT THE END AND 34-INCHES WHEN LOCATED AT THE SIDE WITH THE DOOR POSITIONED AT AN ANGLE OF 90 DEGREES FROM ITS CLOSED POSITION.
4. EXCEPT FOR DOOR OPENING WIDTH AND DOOR SWINGS, A CLEAR UNOBSTRUCTED ACCESS NOT LESS THAN 44-INCHES SHALL BE PROVIDED TO WATER CLOSET COMPARTMENTS DESIGNED FOR USE BY THE DISABLED. THE SPACE IMMEDIATELY IN FRONT OF A WATER CLOSET COMPARTMENT SHALL BE NOT LESS THAN 48-INCHES AS MEASURED AT RIGHT ANGLES TO THE COMPARTMENT DOOR IN ITS CLOSED POSITION.
5. THE HEIGHT OF ACCESSIBLE WATER CLOSETS SHALL BE A MINIMUM OF 17-INCHES AND A MAXIMUM OF 19-INCHES MEASURED TO THE TOP OF TOILET SEAT.
6. TOILET FLUSH CONTROLS SHALL BE OPERABLE WITH ONE HAND, AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. CONTROLS FOR THE FLUSH VALVES SHALL BE MOUNTED ON THE WIDE SIDE OF THE TOILET AREAS, NO MORE THAN 44-INCHES ABOVE THE FLOOR. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 POUNDS.
7. WHERE URINALS ARE PROVIDED, AT LEAST ONE SHALL HAVE A CLEAR SPACE 30-INCHES WIDE X 48-INCHES LONG IN FRONT OF THE URINAL.
8. WHERE URINALS ARE PROVIDED, AT LEAST ONE SHALL BE THE STALL-TYPE OR THE WALL-HUNG TYPE WITH THE RIM 17" MAXIMUM ABOVE THE FINISH FLOOR. URINALS SHALL BE 13-1/2" DEEP MINIMUM MEASURED FROM THE OUTER FACE OF THE URINAL RIM TO THE BACK OF THE FIXTURE.
9. A CLEAR FLOOR FORWARD APPROACH, AND KNEE AND TOE CLEARANCE SHALL BE PROVIDED. A SPACE 30-INCHES MINIMUM WIDE X 48-INCHES MINIMUM LONG SHALL BE PROVIDED IN FRONT OF A LAVATORY TO ALLOW A FORWARD APPROACH. ONE FULL UNOBSTRUCTED SIDE OF THE CLEAR FLOOR SHALL ADJOIN AN ACCESSIBLE ROUTE OR ADJOIN ANOTHER CLEAR FLOOR SPACE. SUCH CLEAR FLOOR SPACE SHALL BE PERMITTED TO INCLUDE KNEE AND TOE CLEARANCE UNDERNEATH THE LAVATORY.
10. LAVATORIES SHALL BE INSTALLED WITH THE FRONT OF THE HIGHER OF THE RIM OR COUNTER SURFACE 34-INCHES MAXIMUM ABOVE THE FINISH FLOOR.
11. TOE CLEARANCE: SPACE UNDER AN ELEMENT BETWEEN THE FINISH FLOOR AND 9-INCHES ABOVE THE FINISH FLOOR SHALL BE CONSIDERED TOE CLEARANCE. TOE CLEARANCE SHALL EXTEND 17-INCHES MINIMUM TO 25-INCHES MAXIMUM UNDER AN ELEMENT WITH A WIDTH OF 30-INCHES MINIMUM. SPACE EXTENDING GREATER THAN 6-INCHES BEYOND THE AVAILABLE KNEE CLEARANCE AT 9-INCHES ABOVE THE FINISH FLOOR SHALL NOT BE CONSIDERED TOE CLEARANCE.
12. KNEE CLEARANCE: SPACE UNDER AN ELEMENT BETWEEN 9-INCHES AND 27-INCHES ABOVE THE FINISH FLOOR SHALL BE CONSIDERED KNEE CLEARANCE. KNEE CLEARANCE SHALL EXTEND 25-INCHES MAXIMUM UNDER AN ELEMENT AT 9-INCHES ABOVE THE FINISH FLOOR AND BE 30-INCHES WIDE MINIMUM. KNEE CLEARANCE SHALL BE 11-INCHES DEEP MINIMUM AT 9-INCHES ABOVE FINISH FLOOR, AND 8-INCHES DEEP MINIMUM AT 27-INCHES ABOVE FINISH FLOOR. BETWEEN 9-INCHES AND 27-INCHES ABOVE FINISH FLOOR, THE KNEE CLEARANCE SHALL BE PERMITTED TO REDUCE AT A RATE OF 1-INCH IN DEPTH FOR EACH 6-INCHES IN HEIGHT.
13. WATER SUPPLIES AND DRAIN PIPES BELOW LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT PER CBC 11B-606.5 AND CPC 403.3 AND SPECIFY THE PROTECTORS, INSULATORS OR BOTH SHALL COMPLY WITH ASME A112.18.9 OR ASTM C1822.
14. FAUCET CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 POUNDS MAXIMUM. LEVER-OPERATED, PUSH-TYPE AND ELECTRONICALLY CONTROLLED MECHANISMS ARE EXAMPLES OF ACCEPTABLE DESIGN. HAND OPERATED METERING FAUCETS SHALL REMAIN OPEN FOR 10 SECONDS MINIMUM. OPERABLE PARTS OF FAUCETS AND SOAP DISPENSERS SHALL BE LOCATED WITHIN THE REACH RANGE PERMITTED BY THE KNEE AND TOE CLEARANCES PROVIDED. IN NO CASE SHALL OPERABLE PARTS BE FURTHER FROM THE FRONT EDGE OF THE LAVATORY, THAN THE DEPTH OF THE TOE CLEARANCE PROVIDED (19" MAX).
15. MIRRORS SHALL BE MOUNTED WITH THE BOTTOM REFLECTIVE SURFACE NOT MORE THAN 40-INCHES FROM THE FLOOR.
16. LOCATE TOWEL AND WASTE RECEPTACLES WITH ALL OPERABLE PARTS NOT MORE THAN 40-INCHES FROM THE FLOOR. SANITARY NAPKIN DISPOSAL UNITS, IF PROVIDED, SHALL BE WALL MOUNTED AND LOCATED ON THE SIDEWALL BETWEEN THE REAR WALL OF THE TOILET AND THE TOILET PAPER DISPENSER, ADJACENT TO THE TOILET PAPER DISPENSER. THE DISPOSAL UNIT SHALL BE LOCATED BELOW THE GRAB BAR WITH THE OPENING OF THE DISPOSAL UNIT 19 INCHES MINIMUM ABOVE THE FINISH FLOOR PER 11B-604.7.2.
17. LOCATE TOILET TISSUE DISPENSERS ON THE WALL WITHIN 7.9 INCHES IN FRONT OF THE WATER CLOSET MEASURED TO THE CENTERLINE OF THE DISPENSER. THE OUTLET (BOTTOM) OF THE TISSUE DISPENSER SHALL BE 19 INCHES MINIMUM ABOVE FINISH FLOOR, AND SHALL NOT BE LOCATED BEHIND THE GRAB BARS. DISPENSERS SHALL NOT BE OF A TYPE THAT CONTROLS DELIVERY, OR DO NOT ALLOW CONTINUOUS PAPER FLOW.

GRAB BARS:

18. GRAB BARS, FASTENERS AND MOUNTING DEVICES SHALL BE DESIGNED FOR 250 LBS. PER LINEAR FEET LOAD.
19. GRAB BARS SHALL BE LOCATED ON EACH SIDE, OR ONE SIDE AND THE BACK OF THE PHYSICALLY DISABLED TOILET STALL OR COMPARTMENT AND SHALL BE SECURELY ATTACHED 33-INCHES MINIMUM TO 36-INCHES MAXIMUM ABOVE AND PARALLEL TO THE FLOOR. VERTICAL GRAB BAR SHALL BE 18-INCHES LONG, INSTALLED AT 39-INCHES TO 41-INCHES FROM THE REAR WALL AND 39-INCHES TO 41-INCHES ABOVE FINISH FLOOR.
20. GRAB BARS AT THE SIDE WALL SHALL BE AT LEAST 42-INCHES LONG MINIMUM, LOCATED 12-INCHES MAXIMUM FROM THE REAR WALL AND EXTENDING 54-INCHES MINIMUM FROM THE REAR WALL WITH THE FRONT END POSITIONED 24 INCHES MINIMUM IN FRONT OF THE WATER CLOSET PER 11B-604.5.1. THE REAR WALL GRAB BAR SHALL BE 36-INCHES LONG MINIMUM AND EXTEND FROM THE CENTERLINE OF THE WATER CLOSET 12-INCHES MINIMUM ON ONE SIDE AND 24-INCHES MINIMUM ON THE OTHER SIDE PER 11B-604.5.2.
21. GRAB BARS WITH CIRCULAR CROSS-SECTIONS SHALL HAVE AN OUTSIDE DIAMETER OF 1-1/4 INCHES MINIMUM TO 2 INCHES MAXIMUM. GRAB BARS WITH NON-CIRCULAR CROSS SECTIONS SHALL HAVE A CROSS-SECTION DIMENSION OF 2 INCHES MAXIMUM AND A PERIMETER DIMENSION OF 4 INCHES MINIMUM AND 4.8 INCHES MAXIMUM.
22. IF THE GRAB BAR IS MOUNTED ADJACENT TO A WALL, THE SPACE BETWEEN THE WALL AND THE GRAB BAR SHALL BE 1-1/2 INCHES.
23. GRAB BARS AND ANY WALL OR OTHER SURFACES ADJACENT TO GRAB BARS SHALL BE FREE OF SHARP OR ABRASIVE ELEMENTS AND SHALL HAVE ROUNDED EDGES.
24. GRAB BARS SHALL NOT ROTATE WITHIN THEIR FITTINGS.
25. COAT HOOKS SHALL BE LOCATED WHERE A FORWARD REACH IS UNOBSTRUCTED, THE HIGH FORWARD REACH SHALL BE 48-INCHES MAXIMUM AND THE LOW FORWARD REACH SHALL BE 15-INCHES MINIMUM ABOVE THE FINISH FLOOR.
26. WHERE LOCKERS ARE PROVIDED, AT LEAST ONE AND NOT LESS THAN ONE PERCENT OF ALL LOCKERS SHALL BE MADE ACCESSIBLE TO THE PHYSICALLY DISABLED. A PATH OF TRAVEL NOT LESS THAN 36-INCHES IN CLEAR WIDTH SHALL BE PROVIDED TO THESE LOCKERS AND A CLEAR SPACE FOR A CIRCLE WITH DIAMETER OF 60-INCHES.

ADDITIONAL REQUIREMENTS:

27. CONTROLS AND SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF A ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES OR COOLING, HEATING AND VENTILATING EQUIPMENT, SHALL COMPLY WITH SECTION 11B-308 EXCEPT THE LOW REACH SHALL BE MEASURED TO THE BOTTOM OF THE OUTLET BOX AND THE HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX PER 11B-308.1.1.
28. ELECTRICAL RECEPTACLE OUTLETS ON BRANCH CIRCUITS OF 30 AMPERES OR LESS AND COMMUNICATION SYSTEM RECEPTACLES SHALL COMPLY WITH SECTION 11B-308 EXCEPT THE LOW REACH SHALL BE MEASURED TO THE BOTTOM OF THE OUTLET BOX AND THE HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX PER 11B-308.1.2.
29. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE THE STANDARD USED TO IDENTIFY FACILITIES THAT ARE ACCESSIBLE TO AND USABLE BY PHYSICALLY DISABLED PERSONS. THE SYMBOL SPECIFIED ABOVE SHALL CONSIST OF A WHITE FIGURE ON A BLUE BACKGROUND. THE BLUE SHALL BE EQUAL TO COLOR NO. 15090 IN FEDERAL STANDARD 595C.

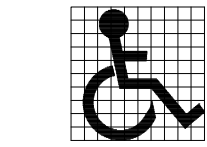


RESTROOM SIGNAGE

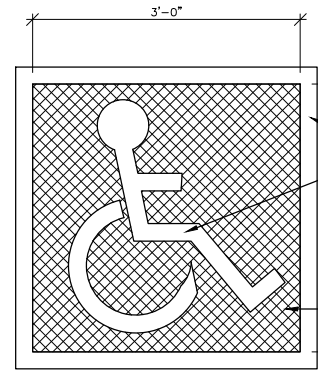
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Scale: N.T.S.

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INTERNATIONAL SYMBOL OF ACCESSIBILITY PROPORTIONS

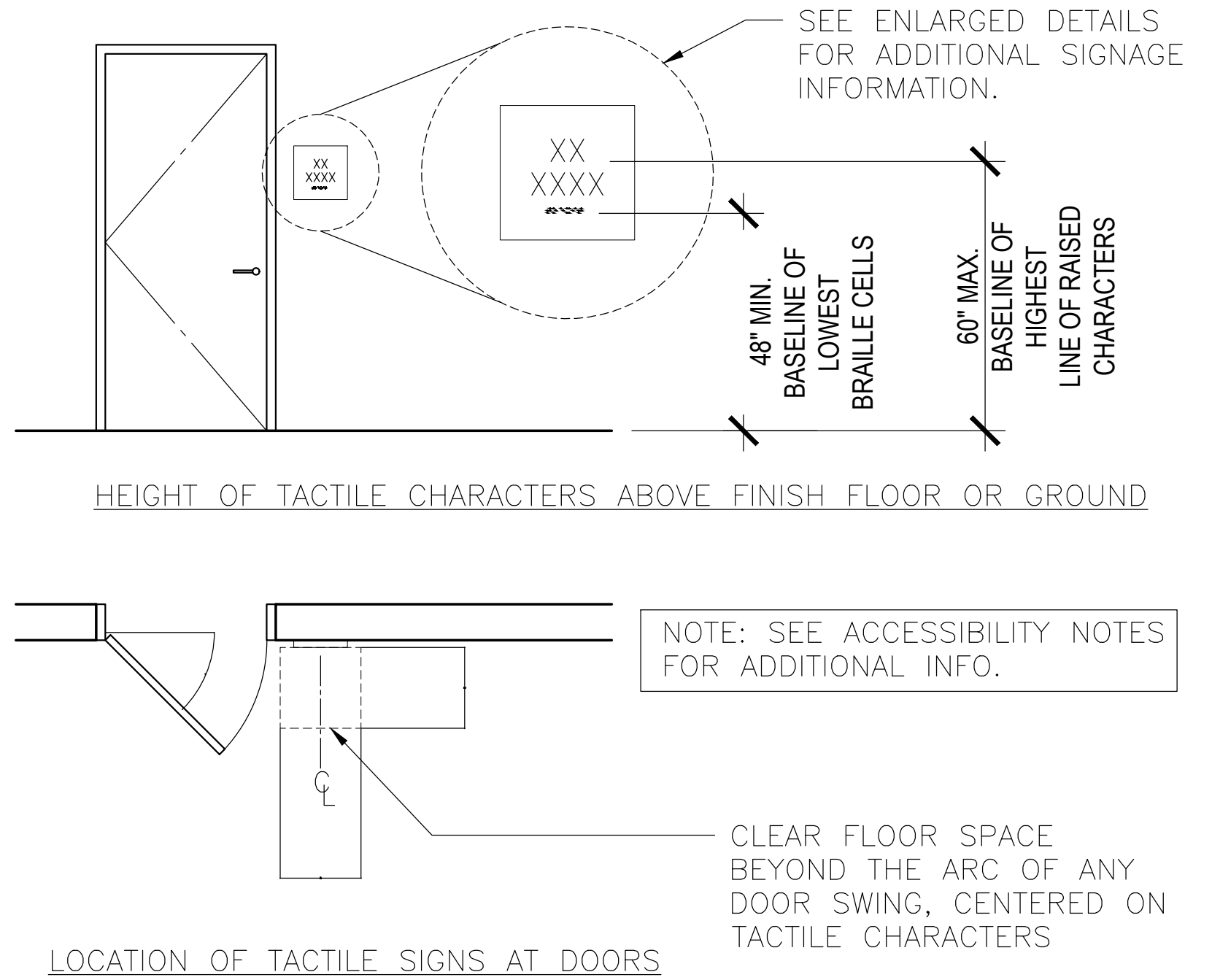


INTERNATIONAL SYMBOL OF ACCESSIBILITY

3

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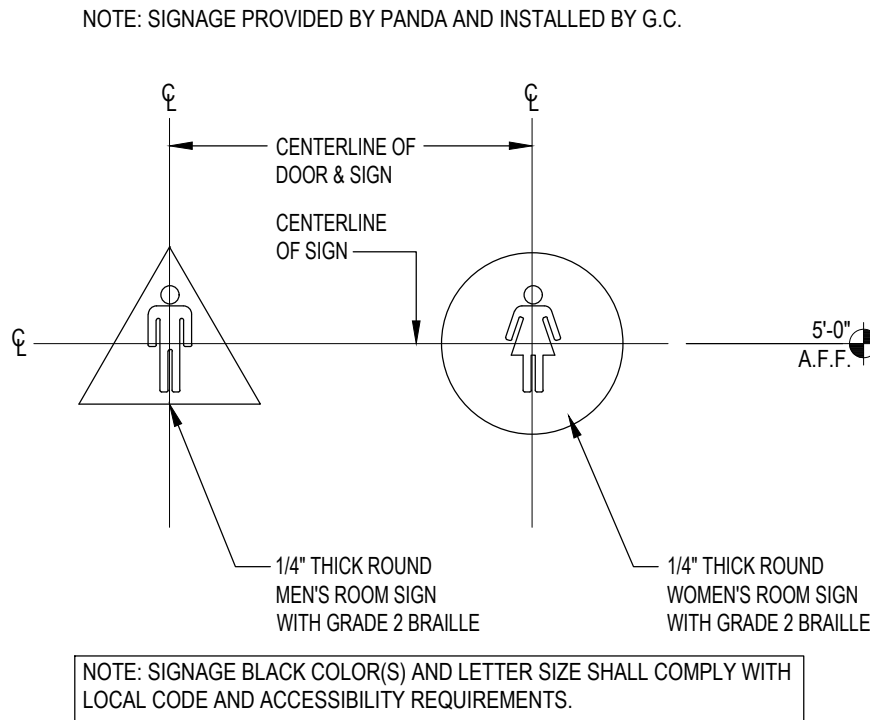


TYP. TACTILE SIGN INSTALLATION

4

Scale: N.T.S.

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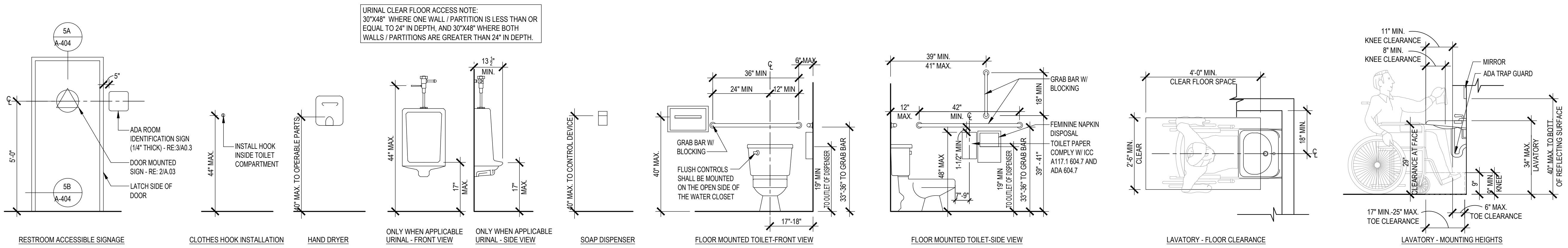


RESTROOM DOOR SIGNS

2

Scale: N.T.S.

-



STANDARD ACCESSIBLE MOUNTING HEIGHTS AND CLEARANCES

1

Scale: N.T.S.

-

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:

DESIGNED BY: IARCH
DRAWN BY: IARCH
CHECKED BY: IARCH DATE:

CITY OF MONTEBELLO

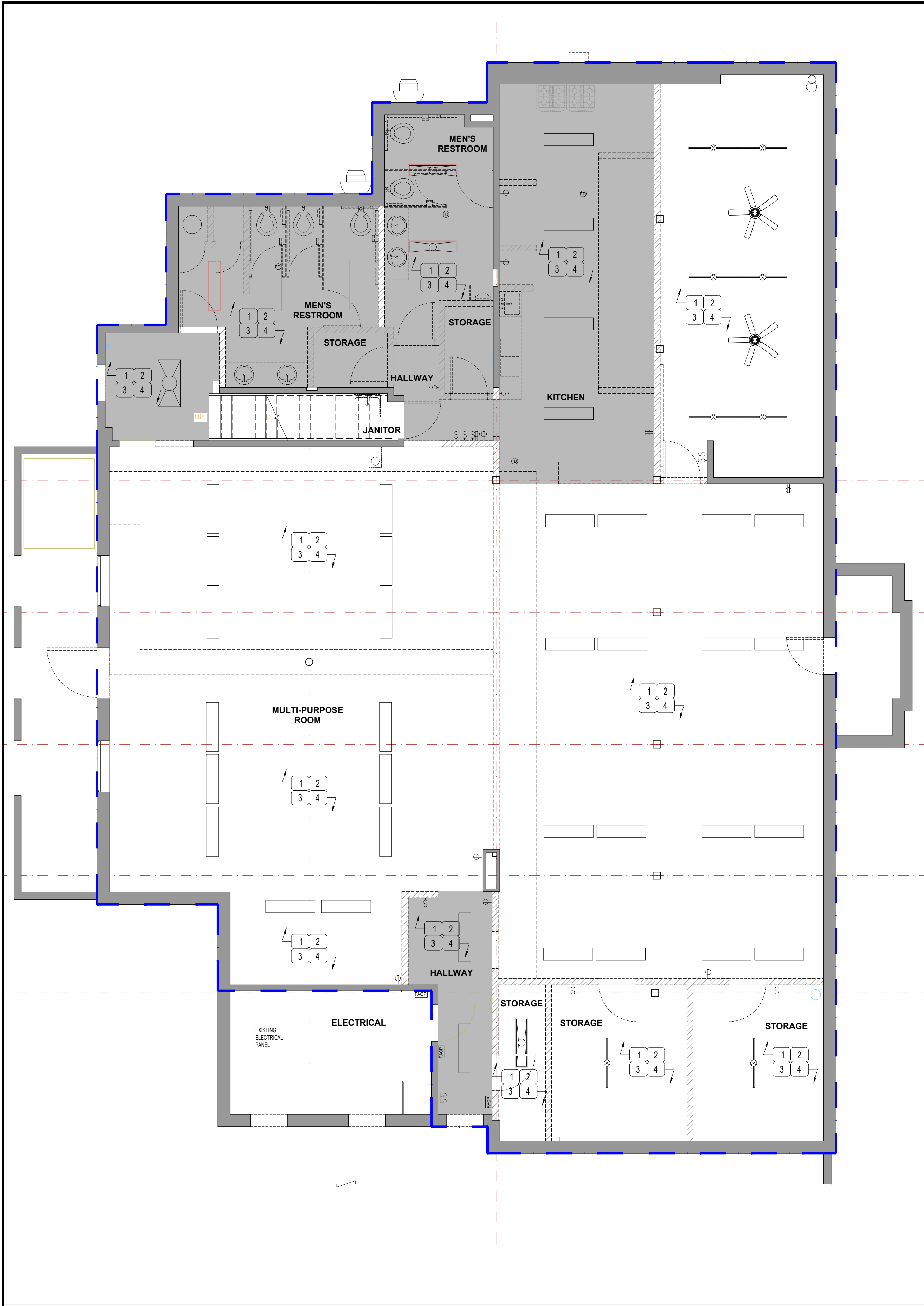
Department of Public Works

SENIOR CENTER REMODEL
115 S Taylor Ave, Montebello, CA 90640

ACCESSIBILITY NOTES & DETAILS

Sheet Number:

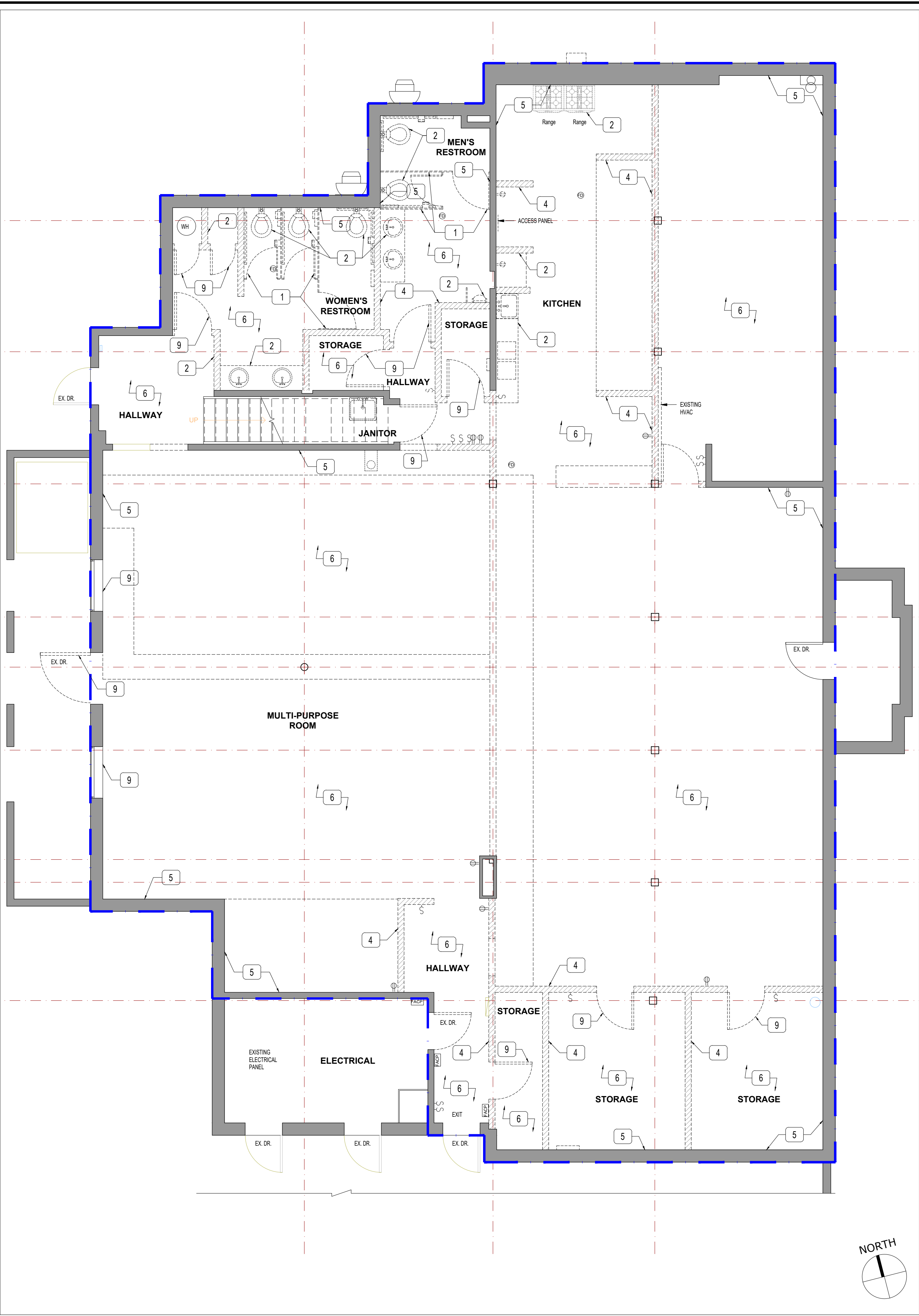
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DEMOLITION REFLECTED CEILING PLAN

Scale: 3/16" = 1'-0"

2



DEMOLITION PLAN

Scale: 3/16" = 1'-0"

1

DEMOLITION GENERAL NOTES

- ALL WORK SHALL BE COORDINATED WITH THE PROJECT MANAGER AND OTHER RELEVANT PARTIES TO ENSURE SMOOTH EXECUTION AND MINIMAL DISRUPTION TO THE SURROUNDING AREAS.
- PROTECT EXISTING STRUCTURES, UTILITIES, AND FINISHES NOT INCLUDED IN THE RENOVATION.
- IMPLEMENT DUST AND NOISE CONTROL MEASURES AS NEEDED TO MAINTAIN A CLEAN AND SAFE ENVIRONMENT.
- PERFORM ALL DEMOLITION WORK IN A CAREFUL AND CONTROLLED MANNER.
- PROPERLY DISPOSE OF ALL DEBRIS IN COMPLIANCE WITH LOCAL REGULATIONS.
- STORE ALL CONSTRUCTION MATERIALS IN A SECURE, ORGANIZED MANNER.
- HANDLE MATERIALS CAREFULLY TO PREVENT DAMAGE AND ENSURE THEY REMAIN IN GOOD CONDITION.
- FOLLOW ALL SAFETY PROTOCOLS AND REGULATIONS.
- ENSURE THAT ALL PERSONNEL ON SITE WEAR APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT (PPE).
- ALL WORK MUST COMPLY WITH RELEVANT BUILDING CODES, SAFETY STANDARDS, AND REGULATIONS.
- OBTAIN NECESSARY PERMITS AND INSPECTIONS AS REQUIRED BY LOCAL AUTHORITIES.
- ENSURE THAT ALL WORK MEETS INDUSTRY STANDARDS AND PROJECT SPECIFICATIONS.
- CONDUCT REGULAR INSPECTIONS TO VERIFY THE QUALITY AND ACCURACY OF THE WORK PERFORMED.
- MAINTAIN CLEAR COMMUNICATION WITH THE PROJECT TEAM, STAKEHOLDERS, AND CONTRACTORS.
- REPORT ANY ISSUES, DELAYS, OR CHANGES IN THE SCOPE OF WORK IMMEDIATELY.
- CLEAN THE JOB SITE DAILY TO ENSURE A SAFE AND ORGANIZED WORK AREA.
- PERFORM A THOROUGH CLEANUP UPON PROJECT COMPLETION, LEAVING THE SITE IN GOOD CONDITION.

DEMOLITION PLAN NOTES

- REMOVE ALL EXISTING TOILET DOORS, PARTITIONS, AND MISCELLANEOUS.
- REMOVE ALL EXISTING PLUMBING FIXTURES AND MISCELLANEOUS PER PLUMBING DRAWINGS.
- REMOVE ALL EXISTING RESTROOM AND KITCHEN EQUIPMENT, AND MISCELLANEOUS ITEMS.
- DEMOLISH DESIGNATED WALLS AS INDICATED WITH DASHED LINES.
- DEMOLISH FINISH LAYER OF DESIGNATED REMAINING WALLS AS PER DEMOLITION PLANS.
- DEMOLISH EXISTING FLOOR TILES AND MORTAR DOWN TO THE SLAB SURFACE. SAW CUT THE EXISTING SLAB FOR NEW FLOOR DRAINS.
- REMOVE EXISTING LIGHTING FIXTURES, SWITCHES, AND ELECTRICAL OUTLETS AS PER ELECTRICAL PLANS.
- REMOVE ALL EXISTING RESTROOM SIGNS AND ACCESSORIES.
- REMOVE ALL DESIGNATED DOORS AND WINDOWS PER DEMOLITION PLAN.

- NOTES:
- FOR PLUMBING FIXTURES, SEE SHEET P1.0.
 - FOR TOILET ACCESSORIES & PARTITIONS, SEE ACCESSORY SCHEDULE ON SHEET A3.2.
 - FOR FINISHES, SEE INTERIOR FINISH SCHEDULE ON SHEET A3.2.

DEMOLITION REFLECTED CEILING PLAN NOTES

- REMOVE ALL EXISTING CEILING GYPSUM BOARD; PREPARE THE STRUCTURE TO RECEIVE NEW CEILING SYSTEM PER CONSTRUCTION RCP PLAN.
- REMOVE ALL EXISTING LIGHT FIXTURES AND ASSOCIATED WIRING.
- REMOVE ALL EXISTING HVAC REGISTERS, DIFFUSERS, AND DUCTWORK TO ACCOMMODATE NEW HVAC SYSTEM INSTALLATION.
- REMOVE ALL EXISTING EXHAUST FANS AND ASSOCIATED COMPONENTS TO RECEIVE NEW.

DEMOLITION PLAN LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO DEMOLISH
- EXISTING DOOR TO REMAIN
- AREA OF WORK

CEILING LEGEND

- (E) CEILING HEIGHT
- GYP. BOARD CEILING TO REMOVE



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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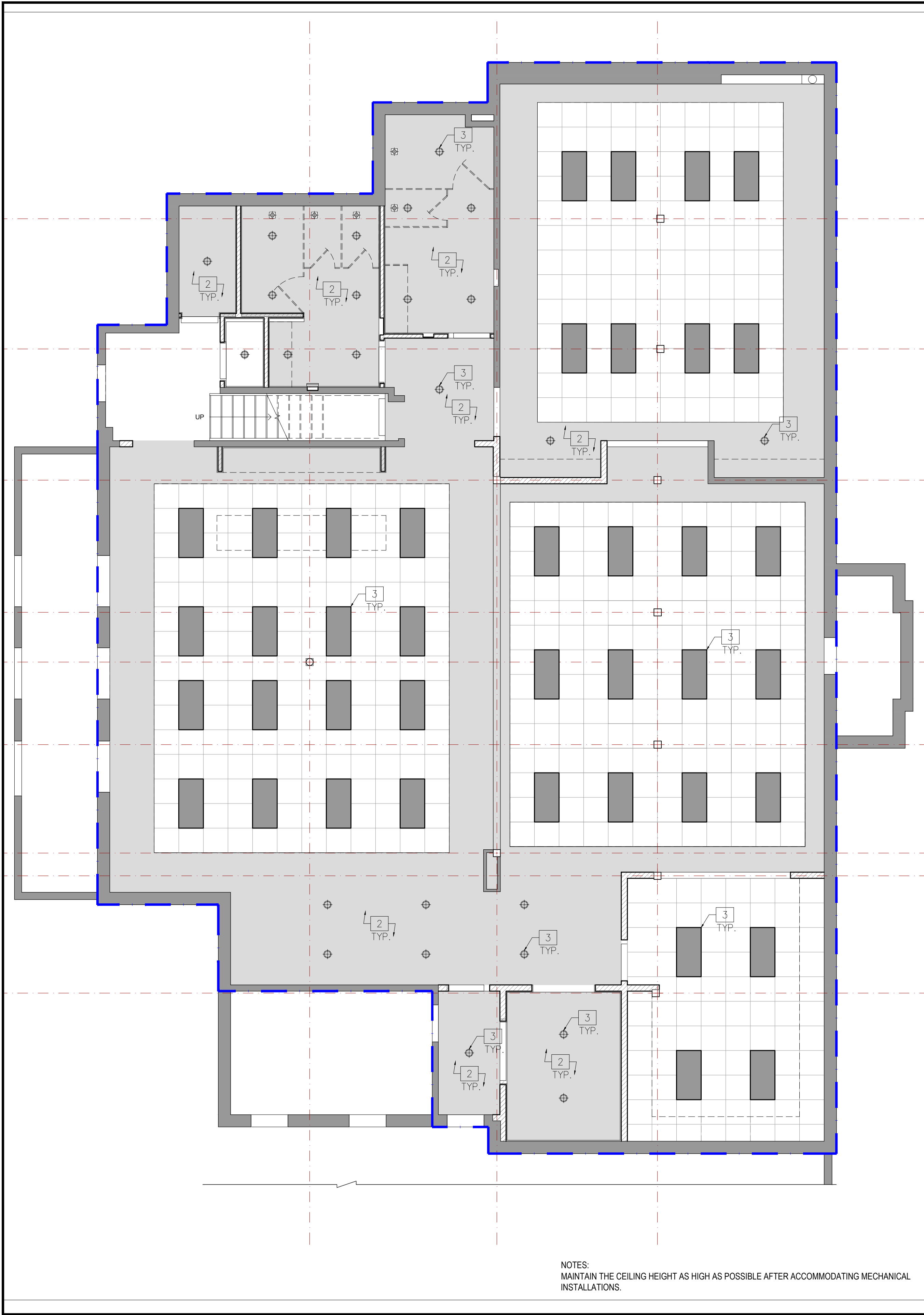
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DEMOLITION & REFLECTED CEILING PLANS

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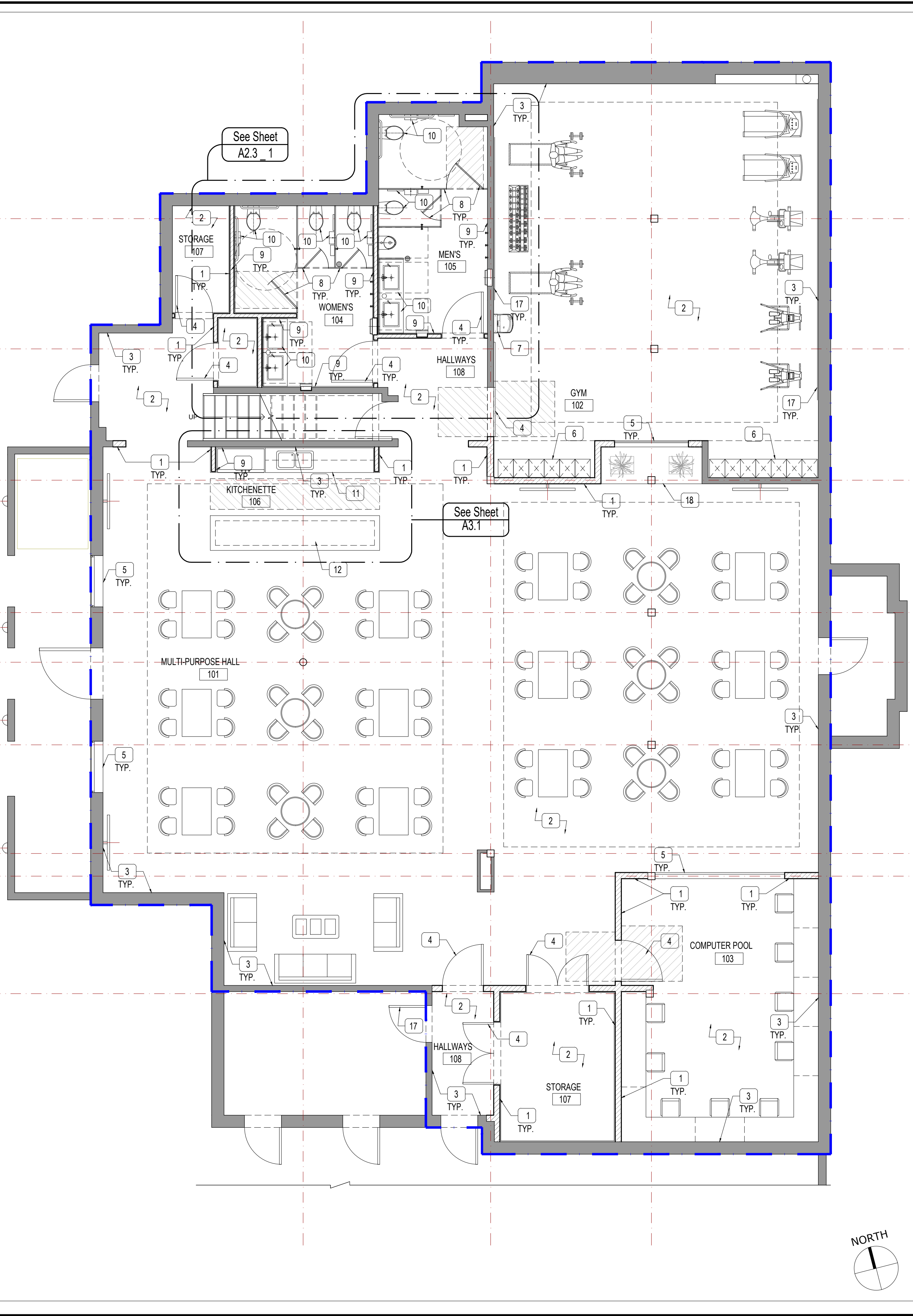
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CONSTRUCTION CEILING PLAN

2

Scale: 3/16" = 1'-0"



CONSTRUCTION PLAN

1

Scale: 3/16" = 1'-0"

CONSTRUCTION GENERAL NOTES

1. ALL WORK SHALL BE COORDINATED WITH THE PROJECT MANAGER AND OTHER RELEVANT PARTIES TO ENSURE SMOOTH EXECUTION AND MINIMAL DISRUPTION TO THE SURROUNDING AREAS.
2. ALL WORK SHALL COMPLY WITH THE APPROVED CONSTRUCTION DOCUMENTS, SPECIFICATIONS, AND APPLICABLE CODES AND REGULATIONS. IMPLEMENT DUST AND NOISE CONTROL MEASURES AS NEEDED TO MAINTAIN A CLEAN AND SAFE ENVIRONMENT.
3. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE LATEST VERSION OF THE LOCAL BUILDING CODES, FIRE CODES, ADA (AMERICANS WITH DISABILITIES ACT) STANDARDS, AND ANY OTHER RELEVANT REGULATIONS. PROPERLY DISPOSE OF ALL DEBRIS IN COMPLIANCE WITH LOCAL REGULATIONS.
4. ALL MATERIALS AND INSTALLATIONS MUST MEET INDUSTRY STANDARDS, INCLUDING ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS) AND ANSI (AMERICAN NATIONAL STANDARDS INSTITUTE) GUIDELINES. HANDLE MATERIALS CAREFULLY TO PREVENT DAMAGE AND ENSURE THEY REMAIN IN GOOD CONDITION.
5. FOLLOW ALL SAFETY PROTOCOLS AND REGULATIONS.
6. ENSURE THAT ALL PERSONNEL ON SITE WEAR APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT (PPE).
7. COORDINATE WITH THE CITY'S REPRESENTATIVES REGARDING CONSTRUCTION SCHEDULE, ACCESS, AND ANY OTHER REQUIREMENTS TO MINIMIZE DISRUPTION TO THE OPERATIONS OF CITY HALL. COORDINATE WITH CITY HALL PERSONNEL FOR NOISE CONTROL AND SCHEDULING TO MINIMIZE DISRUPTIONS TO NORMAL OPERATIONS. CONDUCT REGULAR INSPECTIONS TO VERIFY THE QUALITY AND ACCURACY OF THE WORK PERFORMED.
8. VERIFY THAT ALL ELECTRICAL INSTALLATIONS MEET CODE REQUIREMENTS, INCLUDING PROPER GROUNDING AND CONNECTIONS. REPORT ANY ISSUES, DELAYS, OR CHANGES IN THE SCOPE OF WORK IMMEDIATELY.
9. CLEAN THE JOB SITE DAILY TO ENSURE A SAFE AND ORGANIZED WORK AREA.
10. SUBMIT ALL MANUFACTURER WARRANTIES FOR INSTALLED PRODUCTS AND SYSTEMS TO THE CITY HALL REPRESENTATIVES.
11. INSTALL NEW REQUIRED CEILING FRAMING, PROVIDE SUPPORT FOR HVAC, LIGHTING, AND OTHER SYSTEMS, AND ENSURE COMPLIANCE WITH STRUCTURAL AND CONSTRUCTION PLANS.

CONSTRUCTION PLAN NOTES

1. CONSTRUCT NEW INTERIOR WALLS AS INDICATED WITH HATCH LINES, PER CONSTRUCTION AND STRUCTURAL PLANS. ENSURE ALL WORK MEETS DESIGN SPECIFICATIONS AND CODE REQUIREMENTS.
2. FURNISH AND INSTALL ALL NEW FLOORING FINISHES PER FINISH SCHEDULE.
3. PATCH AND REPAIR ALL EXISTING LOOSE AND FLAKING INTERIOR DAMAGED WALLS, RE-PAIN TO MATCH EXISTING, PER FINISH SCHEDULE.
4. FURNISH AND INSTALL ALL NEW DOORS PER DOOR SCHEDULE AND MANUFACTURE SPECIFICATIONS.
5. FURNISH AND INSTALL ALL NEW WINDOWS PER WINDOW SCHEDULE AND MANUFACTURE SPECIFICATIONS.
6. FURNISH AND INSTALL LOCKERS PER MANUFACTURE SPECIFICATION.
7. FURNISH AND INSTALL FILTERED DRINKING FOUNTAIN PER SPECIFICATION.
8. FURNISH AND INSTALL ALL NEW RESTROOM PARTITIONS, DOORS MISCELLANEOUS PER CONSTRUCTION PLAN.
9. FURNISH AND INSTALL WALL TILES PER INTERIOR WALL VIEWS & FINISH SCHEDULE.
10. FURNISH AND INSTALL ALL NEW RESTROOM EQUIPMENT AND MISCELLANEOUS ITEMS PER CONSTRUCTION PLAN & EQUIPMENT SCHEDULE AND MANUFACTURE SPECIFICATION.
11. FURNISH AND INSTALL KITCHEN BASE AND UPPER CABINETS AND APPLIANCES PER CONSTRUCTION PLAN & FINISH SCHEDULE AND MANUFACTURE SPECIFICATION.
12. FURNISH AND INSTALL KITCHEN SERVING COUNTER TOP PER ENLARGEMENT PLAN.
13. FURNISH AND INSTALL PLUMBING & ELECTRICAL FIXTURES AND MISCELLANEOUS PER M&E PLANS.
14. FURNISH AND INSTALL INTERNATIONAL RESTROOM SIGNS.
15. FURNISH AND INSTALL ACCESSIBLE INTERNATIONAL AND DIRECTIONAL SIGNS RESTROOM AND INTERIOR SIGNS PER SHEET A0.2.
16. REVERSE DOOR SWING TO OPEN INWARD. REPAIR ANY WALL DAMAGE CAUSED BY MODIFICATION AND REPAINT TO MATCH EXISTING FINISH.
17. FURNISH AND INSTALL MIRROR PER MANUFACTURE'S SPECIFICATIONS AS INDICATED IN SHEET A3.2.
18. FURNISH AND PLACE TWO FLOWER POTS.

NOTES:

1. FOR PLUMBING FIXTURES, SEE SHEET P1.0.
2. FOR TOILET ACCESSORIES & PARTITIONS, SEE ACCESSORY SCHEDULE ON SHEET A3.2.
3. FOR FINISHES, SEE INTERIOR FINISH SCHEDULE ON SHEET A3.2.

REFLECTED CEILING PLAN NOTES

1. PATCH AND REPAIR EXISTING CEILING ASSEMBLY AS REQUIRED.
2. INSTALL NEW GYPSUM BOARD CEILING PER CONSTRUCTION PLAN, APPLY JOINT COMPOUND, SAND, PREPARE FOR FINISHES. PAINT NEW CEILING AS SPECIFIED.
3. FURNISH AND INSTALL ALL NEW LIGHTING FIXTURES, HVAC DIFFUSERS AND OTHER CEILING ELEMENTS, PER ELECTRICAL, RCP AND MECHANICAL DRAWINGS.
4. INSTALL NEW HVAC REGISTERS, DIFFUSERS, AND DUCTWORK; INSTALL NEW EXHAUST FANS WITH ASSOCIATED WIRING, AND ENSURE PROPER INTEGRATION AS PER MECHANICAL, ELECTRICAL, AND CONSTRUCTION PLANS.

CONSTRUCTION PLAN LEGEND

- EXISTING WALLS - TO REMAIN
- NEW DRYWALLS
- NEW WET WALL
- AREA OF WORK

CONSTRUCTION CEILING LEGEND

- (E) CEILING HEIGHT
- (N) RECESSED LED 2'x4' LIGHTING
- (N) GYP. BOARD CEILING
- LED CEILING MOUNTED LIGHT
- CEILING MOUNTED EXHAUST FAN



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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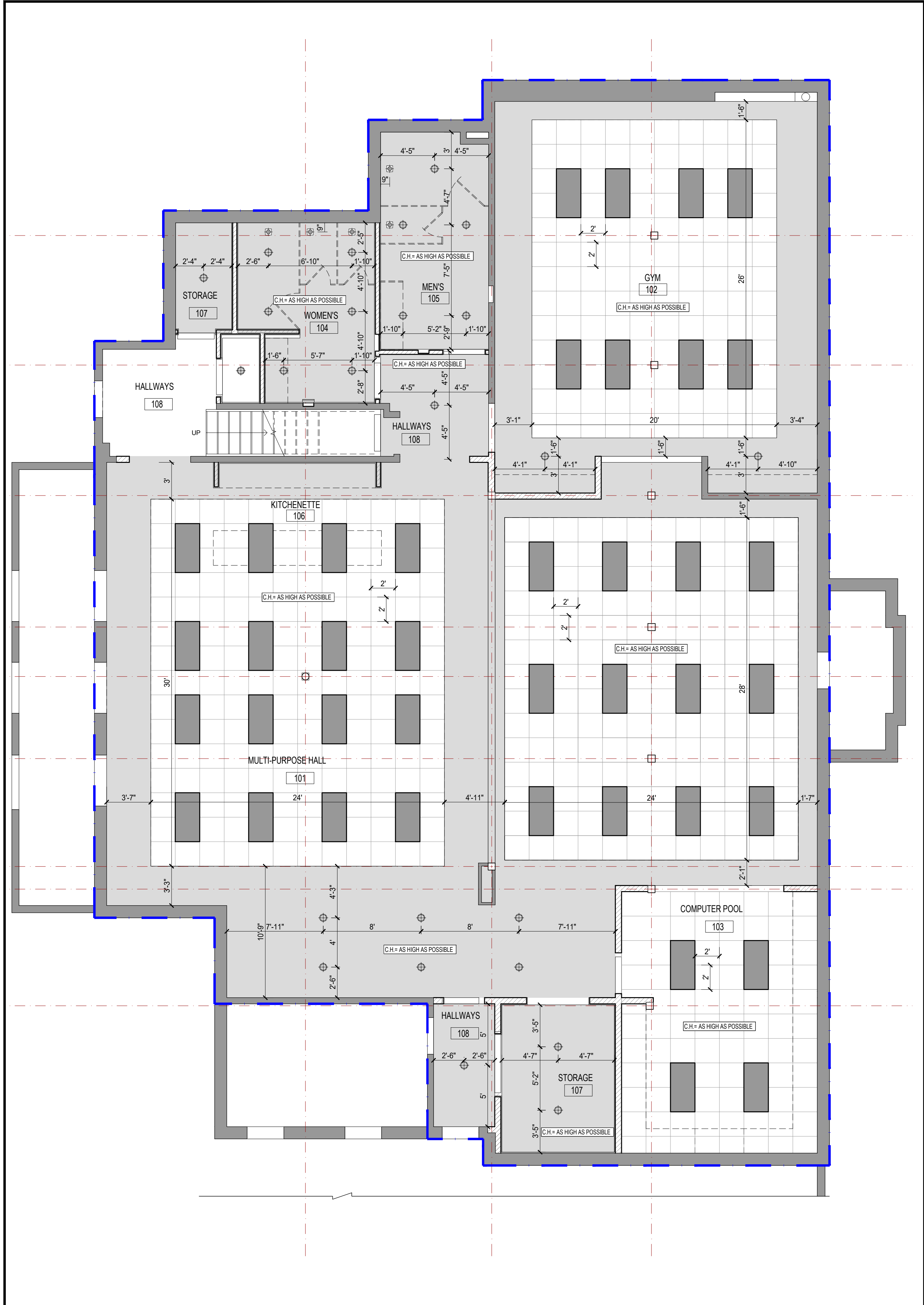
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FLOOR & REFLECTED CEILING PLANS

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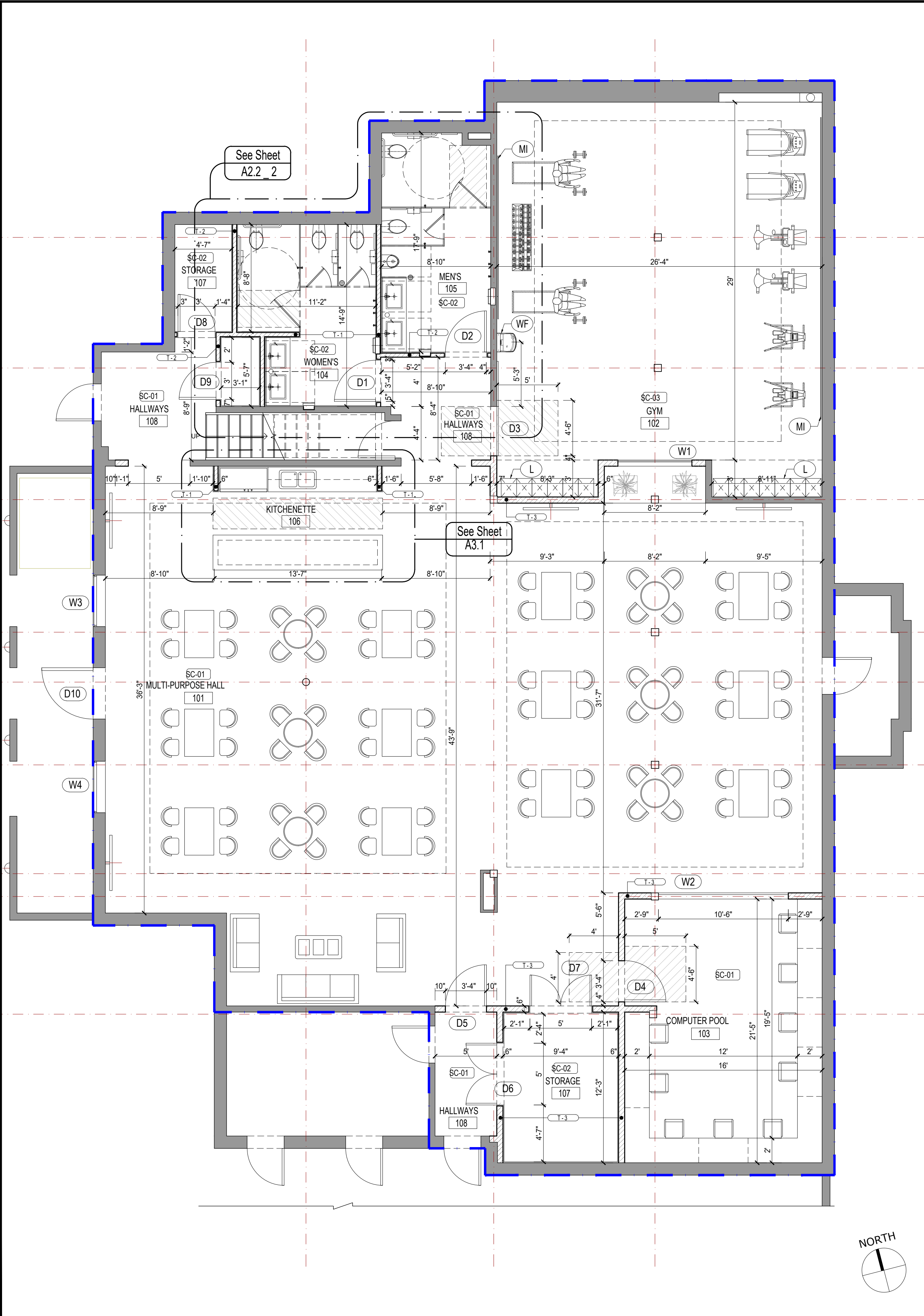
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CEILING DIMENSION PLAN

2

Scale: 3/8" = 1'-0"



DIMENSION PLAN

1

Scale: 3/16" = 1'-0"

GENERAL DIMENSION NOTE

1. ALL DIMENSIONS ARE TO BE VERIFIED ON SITE BEFORE ANY CONSTRUCTION OR FABRICATION BEGINS. ANY DISCREPANCIES BETWEEN THE DIMENSIONS ON THIS DRAWING AND THE ACTUAL SITE CONDITIONS MUST BE REPORTED TO THE PROJECT MANAGER IMMEDIATELY.
2. DIMENSIONS ARE TO BE TAKEN FROM FINISHED SURFACES, GRID LINES, OR CENTERLINES AS INDICATED ON THE DRAWING. IF NOT SPECIFIED, REFER TO THE NEAREST STRUCTURAL ELEMENT.
3. DO NOT SCALE THE DRAWING FOR DIMENSIONS. ALL DIMENSIONS MUST BE TAKEN FROM THE NOTED MEASUREMENTS PROVIDED ON THE DRAWING.
4. FLOOR ELEVATIONS AND CEILING HEIGHTS ARE TO BE CONFIRMED AS PER THE SPECIFIED LEVELS. ENSURE THAT THESE ALIGN WITH THE SPECIFIED FINISH FLOOR LEVEL (FLL) AND FINISHED CEILING LEVEL (FCL).
5. ALL CLEARANCES AND TOLERANCES SHALL MEET THE BUILDING CODES AND STANDARDS SPECIFIED FOR THIS PROJECT. ENSURE ADEQUATE SPACE FOR ANY INSTALLATION AND FUTURE MAINTENANCE ACCESS.
6. ANY MODIFICATIONS OR ADJUSTMENTS REQUIRED DUE TO UNFORESEEN SITE CONDITIONS MUST BE APPROVED BY THE PROJECT ARCHITECT OR ENGINEER BEFORE PROCEEDING.
7. ALL MEASUREMENTS ARE IN INCHES AND FEET UNLESS OTHERWISE NOTED. METRIC CONVERSIONS SHOULD BE VERIFIED WHERE APPLICABLE.
8. OPENING LOCATIONS AND SIZES FOR DOORS, WINDOWS, AND OTHER PENETRATIONS MUST MATCH THOSE SHOWN IN THE APPROVED ARCHITECTURAL PLANS.
9. COORDINATE WITH ALL RELATED TRADES TO ENSURE ALL ROUGH OPENINGS, BLOCKING, AND BACKING ARE ACCURATELY POSITIONED TO ACCOMMODATE FIXTURES, FITTINGS, AND FINISHES.
10. ENSURE COMPLIANCE WITH ADA AND LOCAL BUILDING CODE REQUIREMENTS WHERE APPLICABLE, INCLUDING BUT NOT LIMITED TO CLEARANCES, ACCESSIBLE PATHS, AND HANDRAILS.

FLOOR PLAN LEGEND

- EXISTING MASONRY WALL
- NEW DRYWALLS
- NEW PLUMBING WALL
- AREA OF WORK
- SC-# FLOORING
- W# WINDOW TYPE
- D# DOOR TYPE
- T-# WALL TYPE
- 30"x48" CLEARANCE ACCESSIBLE SPACE.
- 60" TURNING ADA SPACE.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

CONTACT 811 BEFORE YOU DIG

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DRAWN BY: IARCH
CHECKED BY: IARCH DATE:

INFRASTRUCTURE ARCHITECTS
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Irvine, CA 92618
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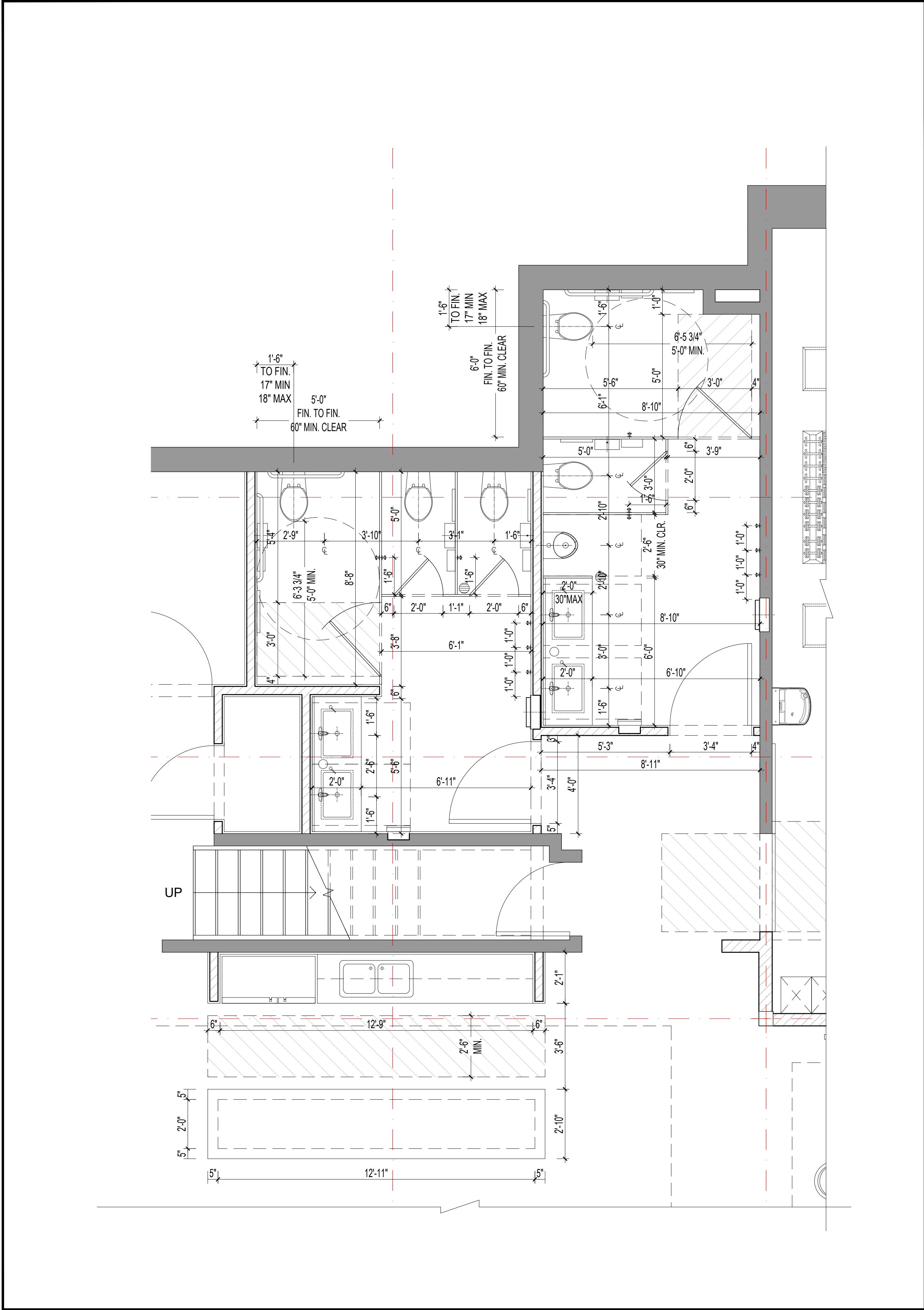
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DIMENSION PLANS

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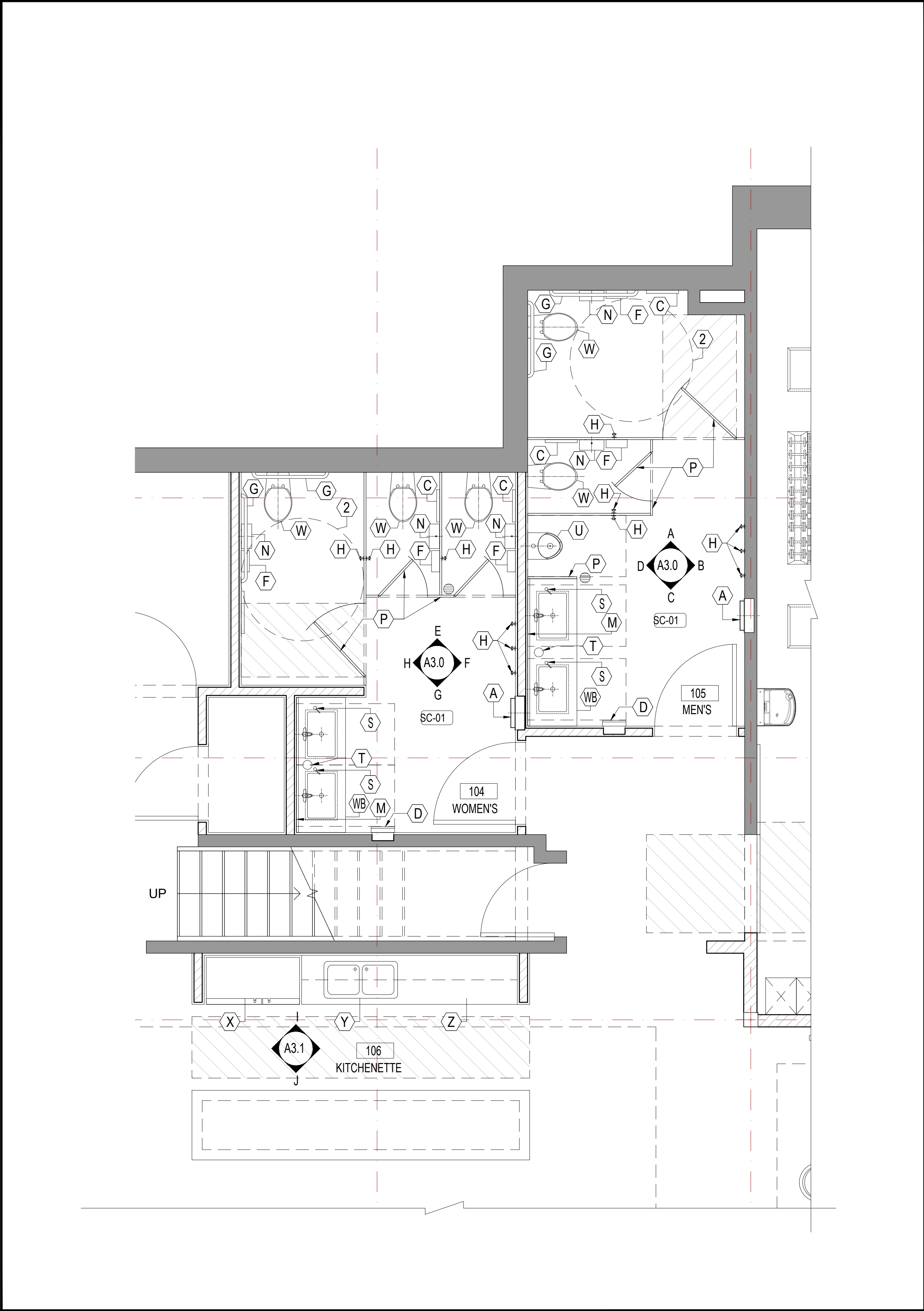
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Page 260 of 710



DIMENSION PLAN

2

Scale: 3/8" = 1'-0"



EQUIPMENT PLAN

1

Scale: 3/8" = 1'-0"

INTERIOR ELEVATIONS NOTES

- (P) RESTROOM STALLS & DOORS, SEE SPECIFICATION SHEET A2.3.
- (W) AUTOMATIC FLUSH WATER CLOSET, SEE PLUMBING SHEET P1.0.
- (U) AUTOMATIC FLUSH URINAL, SEE PLUMBING SHEET P1.0.
- (WB) WALL-MOUNTED LAVATORY, SEE SPECIFICATION AND PLUMBING SHEET P1.0.
- (WB) WALL-MOUNTED LAVATORY - KIDS, SEE SPECIFICATION AND PLUMBING SHEET P1.0.
- (DR) FLOOR DRAIN, SEE PLUMBING SHEET P1.0.
- (B) BABY CHANGE BED, SEE SPECIFICATION SHEET A2.3.
- (M) MIRROR, SEE SPECIFICATION.
- (M) MIRROR - KIDS, SEE SPECIFICATION.
- (C) COVER SEAT DISPENSER, SEE SPECIFICATION SHEET A2.3.
- (N) NAPKIN DISPENSER
- (F) SANITARY DISPOSAL BAG DISPENSER
- (S) COUNTERTOP SOAP DISPENSER
- (D) HAND DRYER, SEE SPECIFICATION SHEET A2.3.
- (R) WASTE RECEPTACLE, SEE SPECIFICATION SHEET A2.3.
- (G) GRAB BARS, SEE SPECIFICATION SHEET A2.3.
- (H) BAG HOOK
- (A) PAPER TOWEL DISPENSER AND WASTE WALL MOUNTED
- (X) REFRIGERATOR
- (Y) SINK, SEE SPECIFICATION SHEET A2.3
- (Z1) OVEN, SEE SPECIFICATION SHEET A2.3
- (Z2) MICROWAVE, SEE SPECIFICATION SHEET A2.3

PLAN LEGEND

- 30"x48" CLEARANCE ACCESSIBLE SPACE.
- 60" TURNING ADA SPACE.



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ENL. RESTROOM PLAN

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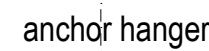


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03

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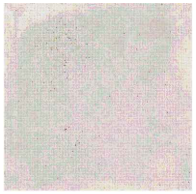
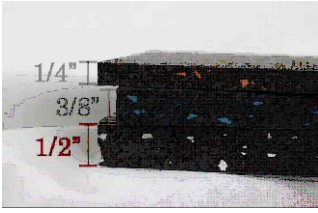
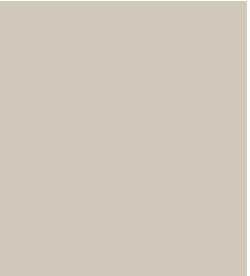
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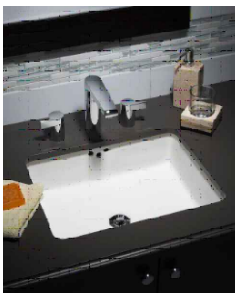
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FINISH SCHEDULE

ID#	Descriptions	Product Image
(TB-01)	OXIDE MAGNETITE PORCELAIN TILE MANUF: MSI Surface Feature: Impressively Durable And Easy To Care For Pei Rating: 3 Material: Porcelain Style: Slight Metallic-Look Finish Color: Artistic Mix Of Gorgeous Dark Gray Hues Dimensions: 12"x24" Environmental: Green guard Gold, USGBC/LEED Rectified/Non-Rectified: Pressed/Rectified Installation: Install Per Floor Finish Plan	
(SC-01)	MATT BEIGE CONCRETE EFFECT PORCELAIN FLOOR TILES MANUF: Porcelanosa Material: Porcelain Style: Bottega Color: Beige Finish: Matt Aspect: Concrete Effect Installation: Install Per Floor Finish Plan	
(SC-02)	MONTEBELLO GRAY EXTRUDED QUARRY TILE MANUF: ? SKU: 100844729 Feature: Waterproof, Frost Resistance, Withstand Very Heavy Foot Traffic Pei Rating: 5 Decof Value: >=42 Material: Quarry Style: Stone Look Color: Gray With Matte Finish Dimensions: 6"x5" Installation: Install Per Floor Finish Plan	
(SC-03)	Next-Day Rubber Rolls MANUF: Rubber flooring 3/8" Heavy Duty Rubber Rolls Available in 1/8", 1/4", 8mm, 3/8", and 1/2" thickness. Custom cut to fit your needs. Color: Black Installation: Install Per Floor Finish Plan	
(CB)	MONTEBELLO GRAY COVE BASE AND CORNER QUARRY TILE MANUF: Floor And Decor SKU: 100844687 SKU: 100844711 Feature: Waterproof, Frost Resistance, Withstand Very Heavy Foot Traffic Pei Rating: 5 Decof Value: >=42 Material: Quarry Style: Stone Look Color: Gray With Matte Finish Dimensions: 6"x5" Installation: Install Per Floor Finish Plan	
(PT)	PAINT MANUF: sherwin-williams Material: Water-based Color: SW 9542 Natural White SEMI-GLOSS U.O.N. 2 COATS PRIMER, 2 COATS FINISH	

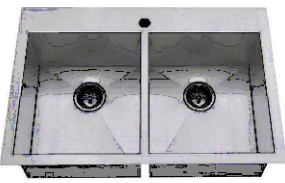
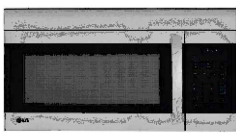
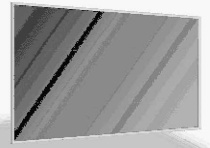
FIXTURE SCHEDULE

ID#	Descriptions	Product Image
(P)	STAINLESS STEEL RESTROOM STALL MANUF: Floor And Decor SKU: 100844687 SKU: 100844711 Feature: Indestructible, Retain Gleaming Pei Rating: 5 Decof Value: >=42 Material: #304 Stainless Steel With A #4 Satin Finish Or Textured Finish Style: Elegance Look Color: Gray With Matte Finish Dimensions: 6"X 5" Installation: Install Per Floor Finish Plan	
(WB)	UNDERCOUNTER BATHROOM SINK MANUF: American Standard Material: Porcelain Dimensions: 20"X16" Installation: Undermount installation per factory setting Triple & Double basin , Single basin per ADA, Per floor finish plan	
(U)	GREENBOOK REAR SPUD URINAL MANUF: American Standard Feature: Antimicrobial, Deodorizing Large, High-Efficiency Design Operates In The Range Of 0.125 To 0.50 Gp/0.47 To 1.9 Lpf For Exceptional Performance And Water Savings. Model: 6517001ec;020 Material: Ceramic Color: White Certifications: Ada, Anssi: A117.1, Asme Code: A112.19.2 , Csa Dimensions: 15"D, 16.12"W, 27.5"H Installation: Install Per Floor Finish Plan	
(WC)	ADVANCED CLEAN® 100 SPALET® TOILET Features Side Spray,Self-Cleaning Nozzles,Adjustable Spray,Auto-Flush,Auto-Open Lid and Seat,Deodorizer,Dryer,Heated Seat,Instant Heating,LED Lighted,Separate Remote,Touchless Fitting Features Self-Cleaning Nozzles,Adjustable Spray,Auto-Flush,Auto-Open Lid and Seat,Deodorizer,Dryer,Heated Seat,Instant Heating,LED Lighted,Separate Remote,Touchless Flush Technology Dual Flush Flushing Type Dual Flush GPF Max 1.3 GPF Min 0.9 Toilet Bowl Height with Seat 16-9/16 Toilet Seat Front Type Closed Bidet Spray Type Vertical No. of Heat Settings 5	
(S)	DESIGNER SERIES FAUCET MANUF: Bobrick Model: B-8876 Feature: Hidden Sensor Lens, Hygienic Hands-Free Operation, Ada Compliant, LEED Flow-Rate Options Material: Nickel And Chrome Style: Classic Color: Polished Nickel Installation: Install Per Floor Finish Plan	
(D)	ADA RECESSED HAND DRYER MANUF: Bobrick Model: B-3725 Feature: Ada Compliant, Dryer Delivers A 17-Second Dry Time At A Mere 70dba And A Sustainable Power Rating Of 1.0kw. Patented Material: Type 304 Satin-Finish, Stainless Steel Style: Contemporary Color: Steel Dimensions: 11-13/16"x24-1/16"x2" Installation: Install Per Floor Finish Plan	
(A)	SEMI-RECESSED CONVERTIBLE PAPER TOWEL DISPENSER/WASTE RECEPTACLE MANUF: Bobrick Satin-finish stainless steel. Seamless beveled flange. Dispenses 600 C-fold or 800 multifold towels. Removable waste receptacle locked into cabinet. Receptacle is 8" (205mm) deep with capacity of 12-gal. (45.5-L); extends 4 1/8" (105mm) from wall. Rough Wall Opening: 16" W, 54-3/4" H, 2" min. depth (405 x 1390 x 50mm).	

FIXTURE SCHEDULE

ID#	Descriptions	Product Image
(F)	SANITARY NAPKIN DISPOSAL STALL MANUF: Bobrick Model #: B-35139 Feature: Removable Waste Bin. Door Secures To Cabinet With A Magnet Catch And Cable Door-Swing Limiter. Waste Receptacle Has A Capacity Of 0.6-Gal. Material: Stainless Steel Finish: Satin-Finish Style: Modern And Contemporary Color: White Dimensions: 8-1/16" W X 14-1/8" H X 4-1/2" D Installation: Install Per Floor Finish Plan	
(B)	MOUNTED BABY CHANGING STATION MANUF: Bobrick Us Patent Nos. 8365328, 8276229, D605886 , D601843 Model #: Kb311-Sare Feature: Easy To Load And Use Dual-Cavity Dispenser For Sanitary Bed Liners And Diaper Disposal Bags. Certification: ADA And ASTM Compliant Material: Stainless Steel Style: Modern And Contemporary Color: Silver Direction: Vertical Dimensions: 26 7/32" W X 41 5/16" H Weight: 200 Lbs. With Minimal Deflection Installation: Install Per Floor Finish Plan	
(H)	STAINLESS BAG HOOK MANUF: Bobrick Model #: B-9542 SKU: C3070756 Material: Stainless Steel Style: Modern And Contemporary Color: Silver Dimensions: 4 3/4" W X 2 1/8" H X 3 5/8" D Weight: 0.65 lbs Installation: Install Per Floor Finish Plan	
(GB)	GRAB BAR- PEENED FINISH MANUF: Bobrick Model #: B-8876 Complies With Accessible Design (Including ADA/AG In The U.S.A) For Structural Strength. Material: Stainless Steel Type-304 Finish: Satin-Finish Style: Modern And Contemporary Color: Silver Dimensions: 32" , 42" Weight: 200 Lbs. With Minimal Deflection Installation: Install Per Floor Finish Plan	
(C)	SEAT-COVER DISPENSER MANUF: Bobrick Model #: B-221 Feature: Dispenses 250 Single- Or Half-Fold Toilet Seat Covers Or One Box. Fills From Bottom. Material: Stainless Steel Finish: Satin- Finish Style: Modern And Contemporary Color: Silver Dimensions: 15 3/4" W X 11" H X 2" D Installation: Install Per Floor Finish Plan	
(N)	TOILET ROLL HOLDER MANUF: Bobrick Model #: B-9890 Feature: Seam Welded Stainless Steel Jumbo Toilet Roll Holder With A Flush Lock. Material: Type 304, 18 Gauge, Stainless Steel. Finish: Satin Finish As Standard Style: Modern And Contemporary Color: Silver Dimensions: 11-11/16" W X 12-3/4" H X 5" D Installation: Install Per Floor Finish Plan	
(T)	WASTE CHUTE FOR COUNTERTOP MANUF: Bobrick Model #: B-529 SKU: C1968986 Feature: Provides waste deposit access to receptacle (not furnished) placed under countertop. Material: Stainless Steel Finish: Bright-Polished Style: Modern And Contemporary Color: Silver Dimensions: 6 15/16" Diameter, 5" D Installation: Install Per Floor Finish Plan	
(M)	TEMPERED GLASS CHANNEL FRAME MANUF: Bobrick Model #: B-1658 Feature: Type 430 Material: Stainless Steel Finish: Bright-Polished Style: Modern And Contemporary Color: Silver Dimensions: 12"x1/2"x3/8" Installation: Install Per Floor Finish Plan	

FIXTURE SCHEDULE

ID#	Descriptions	Product Image
(Y)	STAINLESS STEEL KITCHEN SINK MANUF: American Standard EDGEWATER® 33 x 22 DOUBLE BOWL Nominal Dimensions: 33" x 22" x 9" Color: Stainless Steel .075 Fabricated Double Bowl Stainless Steel kitchen sink : • 18 Gauge Stainless Steel • 9" deep bowls • Zero radius corners • Dual mount (top or under) installation • Single hole • Side and bottom sound pads with full spray insulation • 36" (914mm) cabinet required	
(Z)	1.7 cu. ft. Over-the-Range Microwave Oven with EasyClean® Model #: LMV1764ST MANUF: LG COOKING Features: Microwave Power Output (Watts) 1000, Exterior Design WideView™ Traditional, Control Type Membrane, 300 CFM Exhaust Material: Stainless Steel Style: Modern And Contemporary Color: Gray Dimensions: 29 14/16" x 16 7/16" x 15 11/16"	
(X)	21 cu.ft. 3Door Counter Depth MAX Refrigerator Model #: LF21G6200S MANUF: LG REFRIGERATION Features: Microwave Power Output (Watts) 1000, Exterior Design WideView™ Traditional, Control Type Membrane, 300 CFM Exhaust Material: Stainless Steel Style: Modern And Contemporary Color: Gray Dimensions: 32 3/4" x 69 15/16" x 31 1/4"	
(CB)	BEIGE LUXOR CABINET MANUF: fenixforinteriors-na.com SKU: J0719 Feature: Visual comfort, low light reflectivity, extremely matte surface, Anti-fingerprint, Soft touch, Thermal healing of superficial micro-scratches Color: Beige	
(CT)	SOLID SURFACE/ COUNTERTOP MANUF: FORMICA MODEL: 103 FROST GIRVE Color: White Installation: Install Per Floor Finish Plan	
(MI)	MIRROR MANUF: THEMIRRORCOMPANY.COM DIMENSION: 72" X 96" Installation: Install Per Floor Plan	
(WF)	EZH20TM BOTTLE FILLING STATION Model #: LZS8WS-K MANUF: ELKAY Material: Stainless Steel Style: Modern And Contemporary Color: Silver	
(L)	Large Triple Tier Metal Locker (9) Lockers SKU: 63151872963-G2971025 MANUF: Schoollockers Material: Metal Color: Color to be Confirm,CBT Dimension: Each 15" wide x 18" deep x 24" high	

NOTES:

- ALL INTERIOR PAINTING TO INCLUDE ANTI-GRAFFITI COATING.
- WATER-RESISTIVE GYP. BOARD AT WET AREAS.

SPECIEFICATION

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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NO. DATE BY

REVISIONS

DESCRIPTION

APPROV.

UNDER THE SUPERVISION OF:



INFRASTRUCTURE ARCHITECTS

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DESIGNED BY:

IARCH

DRAWN BY:

IARCH

CHECKED BY:

IARCH

DATE:

CITY OF MONTEBELLO



Department of Public Works

SENIOR CENTER REMODEL

115 S Taylor Ave, Montebello,CA 90640

SPECIFICATIONS & FINISH SCHEDULE

Sheet Number:

A3.0

DOOR TYPES & SCHEDULE

Door Schedule							
NO.	Count	Width	Height	DOOR DESCRIPTION	Door Finish	Frame Material	Manufacture
				MATERIAL			
D1	1	3'-4"	7'-2"	SOLID WOOD	FACTORY FINISH	WOOD	TRUDOOR
D2	1	3'-4"	7'-2"	SOLID WOOD	FACTORY FINISH	WOOD	TRUDOOR
D3	1	3'-7"	7'-2"	SOLID WOOD	FACTORY FINISH	WOOD	TRUDOOR
D4	1	3'-4"	7'-2"	SOLID WOOD	FACTORY FINISH	WOOD	TRUDOOR
D5	1	3'-4"	7'-2"	SOLID WOOD	FACTORY FINISH	WOOD	TRUDOOR
D6	1	5'-0"	7'-2"	METAL	FACTORY FINISH	METAL	TRUDOOR
D7	1	5'-0"	7'-2"	METAL	FACTORY FINISH	METAL	TRUDOOR
D8	1	3'-0"	7'-2"	SOLID WOOD	FACTORY FINISH	WOOD	TRUDOOR
D9	1	3'-0"	7'-2"	SOLID WOOD	FACTORY FINISH	WOOD	TRUDOOR
D10	1	4'-2"	7'-2"	SOLID WOOD	FACTORY FINISH	WOOD	TRUDOOR
Sliding / Middle / Horizontal							

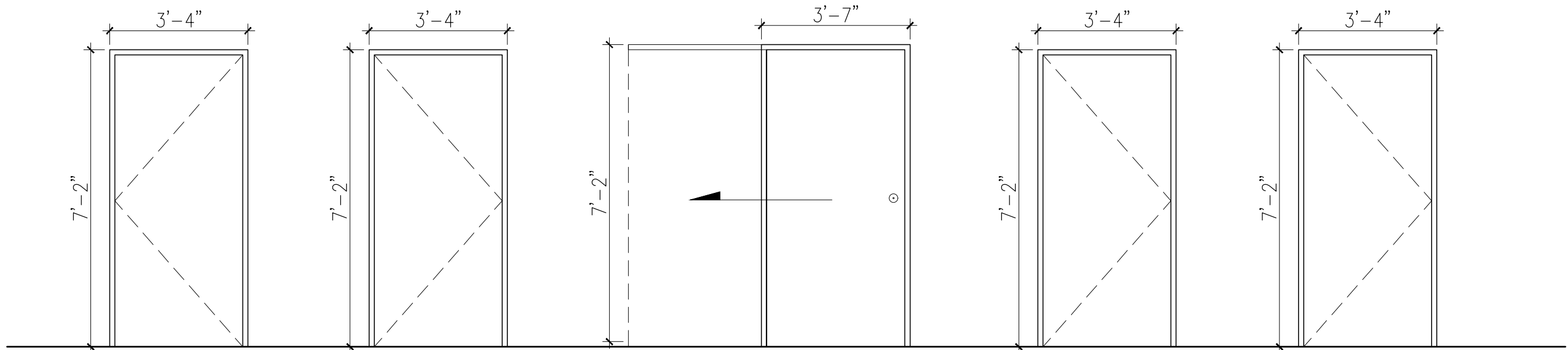
WINDOW TYPES & SCHEDULE

WINDOW SCHEDULE											
Type Mark	Count	Sill Height	Width	Height	Manufacture	Window Material	Window Finish	Frame Material	Frame Finish	Tempered Glass	Comments
W1	1	1' - 0"	6' - 0"	6' - 0"	ARCADIA	ALUMINUM	FACTORY FINISH	ALUMINUM	FACTORY FINISH	Yes	Sliding / Middle / Horizontal
W2	1	1' - 0"	10' - 6"	6' - 0"	ARCADIA	ALUMINUM	FACTORY FINISH	ALUMINUM	FACTORY FINISH	Yes	Sliding / Middle / Horizontal
W3	1	EXISTING			ARCADIA	ALUMINUM	FACTORY FINISH	ALUMINUM	FACTORY FINISH	Yes	Sliding / Middle / Horizontal
W4	1	EXISTING			ARCADIA	ALUMINUM	FACTORY FINISH	ALUMINUM	FACTORY FINISH	Yes	Sliding / Middle / Horizontal

DOOR & WINDOW GENERAL NOTES

- WINDOW NOTES:
- WINDOW SYSTEM FINISH AND COLOR: **BLACK ANODIZED AB-8** FINISH, REFER TO MANUFACTURER'S SPECIFICATIONS.
 - MULLION WIDTH, DEPTH AND THICKNESS PER **ARCADIA'S** SPECIFICATIONS.
 - G.C. SHALL PROVIDE COMPLETE SHOP DRAWINGS OF WINDOW SYSTEMS INCLUDING: SAMPLES, WARRANTIES, STRUCTURAL CALCULATIONS, METHOD OF ATTACHMENT. CONFORM WITH SPECIFICATIONS SUBMITTAL PROCEDURE.
 - ALL WINDOW OPENINGS TO BE FIELD VERIFIED
 - OTHER WINDOW SYSTEM ARE NOT ACCEPTABLE UNLESS APPROVED BY CITY.

- GLAZING NOTES:
- ALL GLAZING IS 1" INSULATED GLASS
 - ALL EXTERIOR GLAZING IS TO BE DUAL-PANE (1"), EXTERIOR TINTED GLASS BRONZE, ARGON GAS FILLED, SOLARBAN 90 GLASS
 - ALL GLAZING IS CENTER-SET IN FRAME.



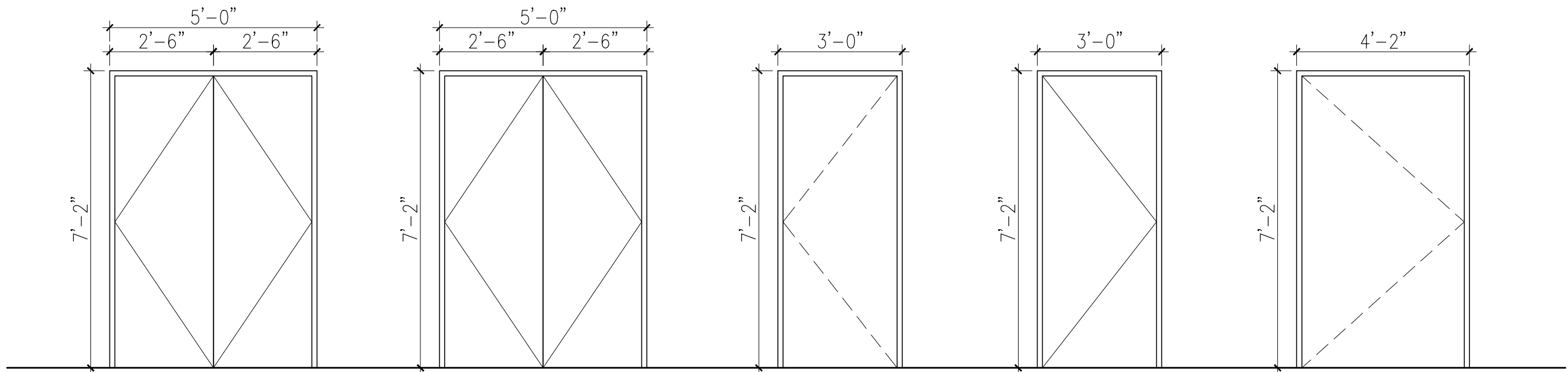
D1

D2

D3

D4

D5



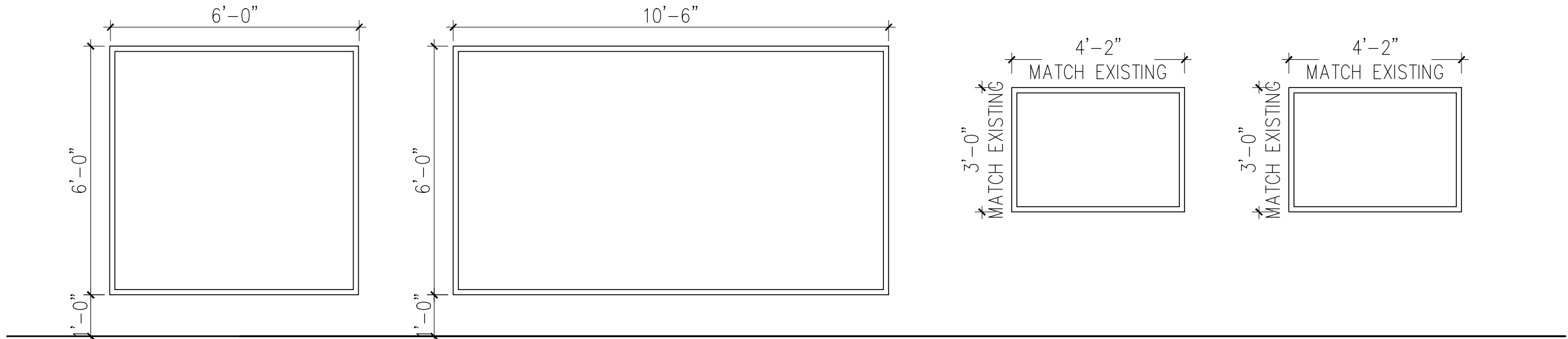
D6

D7

D8

D9

D10



W1

W2

W3

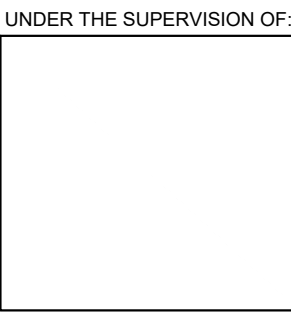
W4



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DESIGNED BY: IARCH

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CHECKED BY: IARCH DATE:

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Department of Public Works

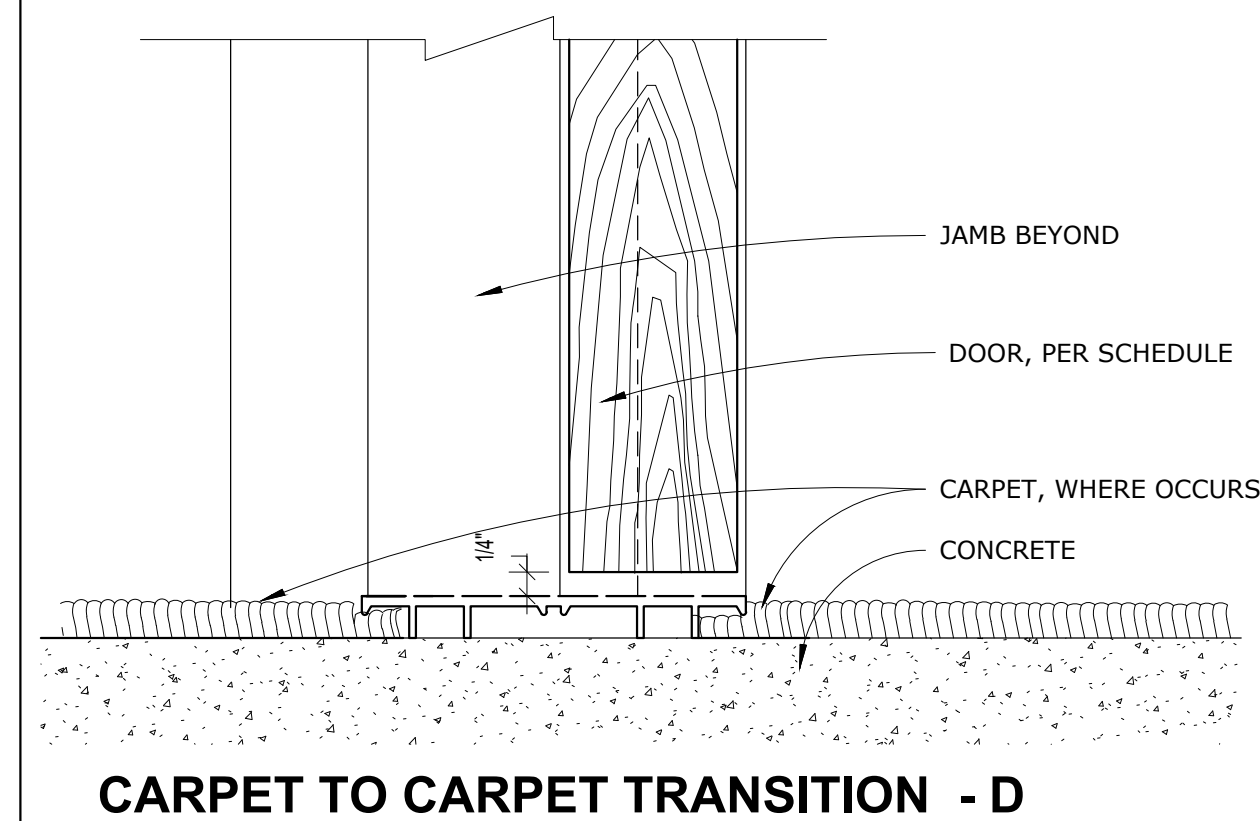
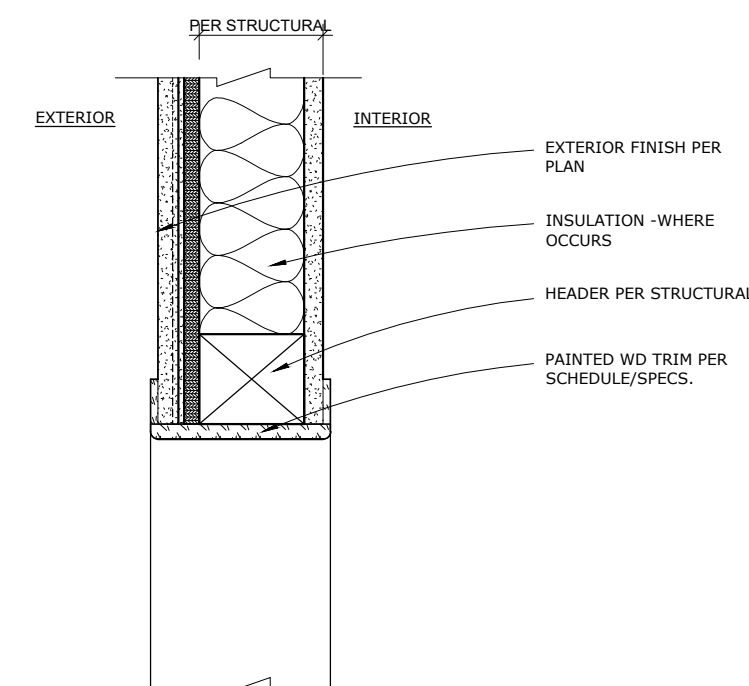
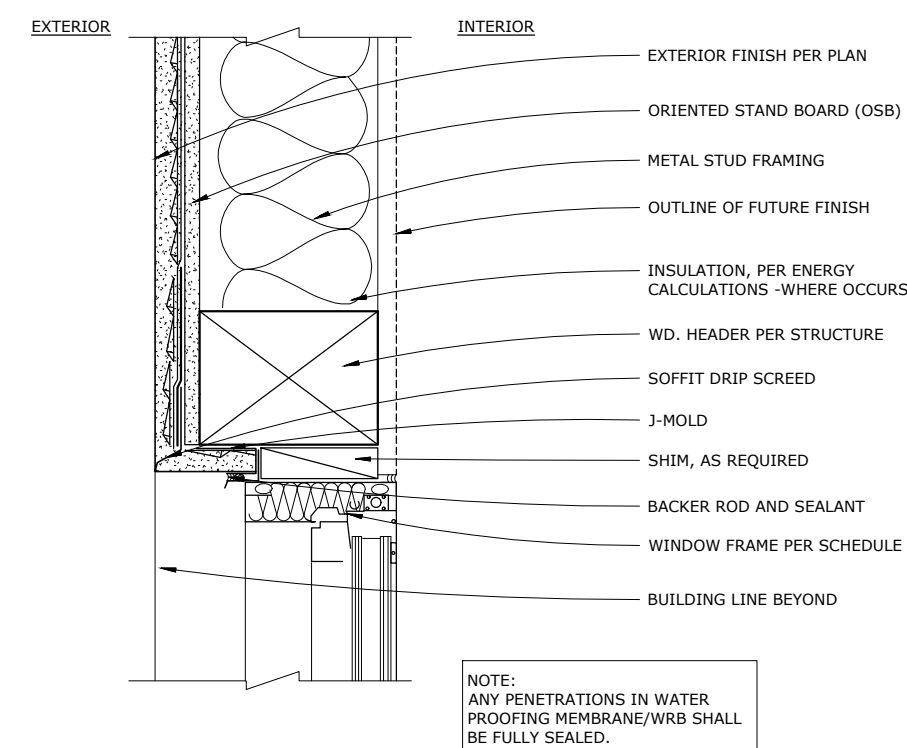
SENIOR CENTER REMODEL

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DOOR & WINDOW TYPES & SCHEDULE

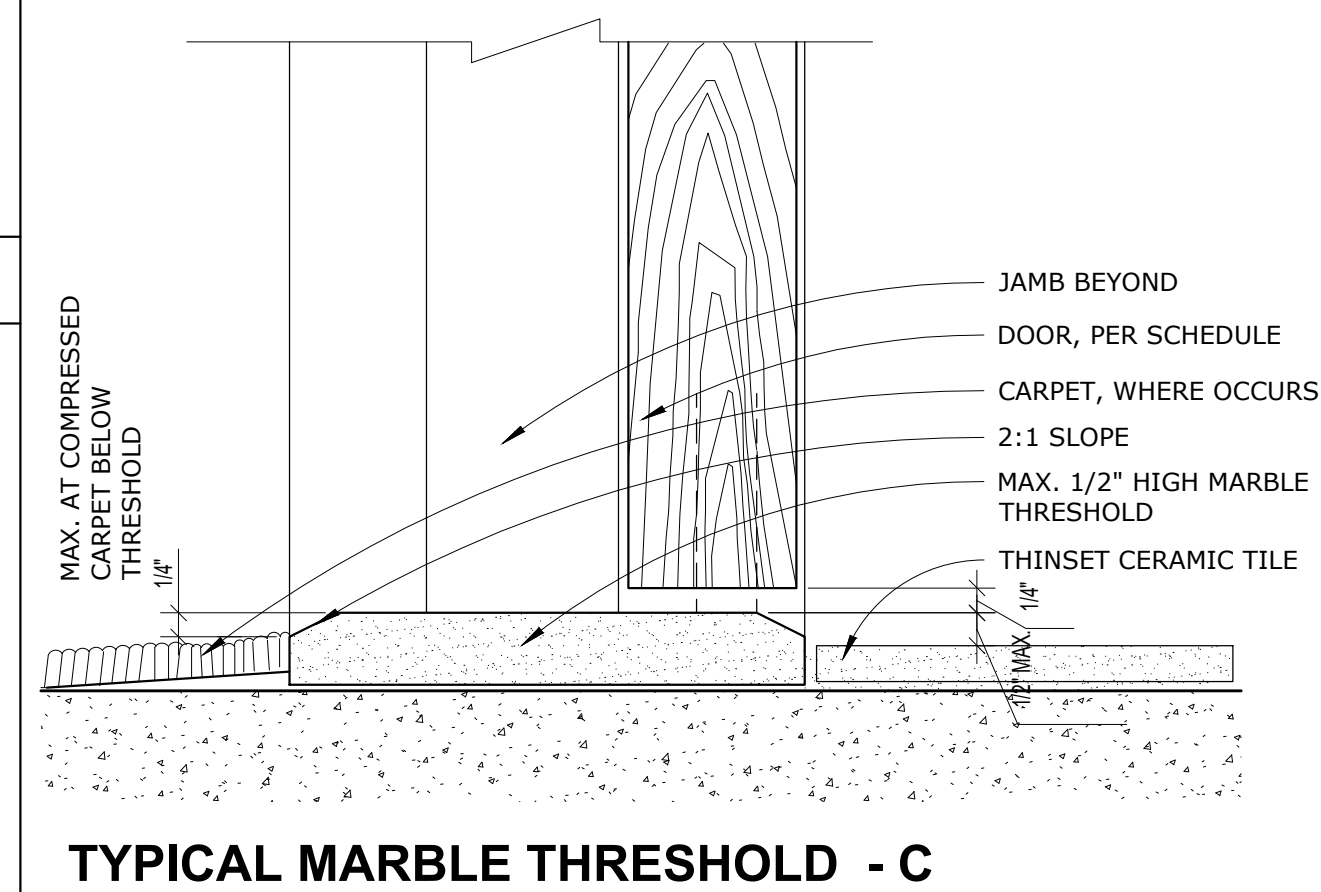
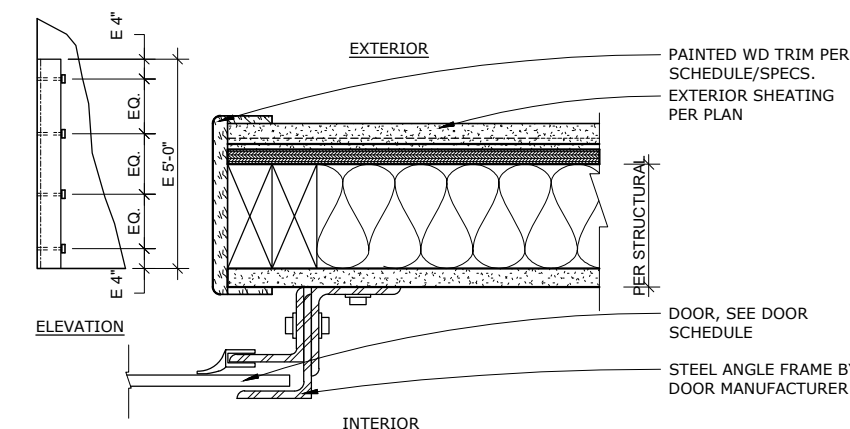
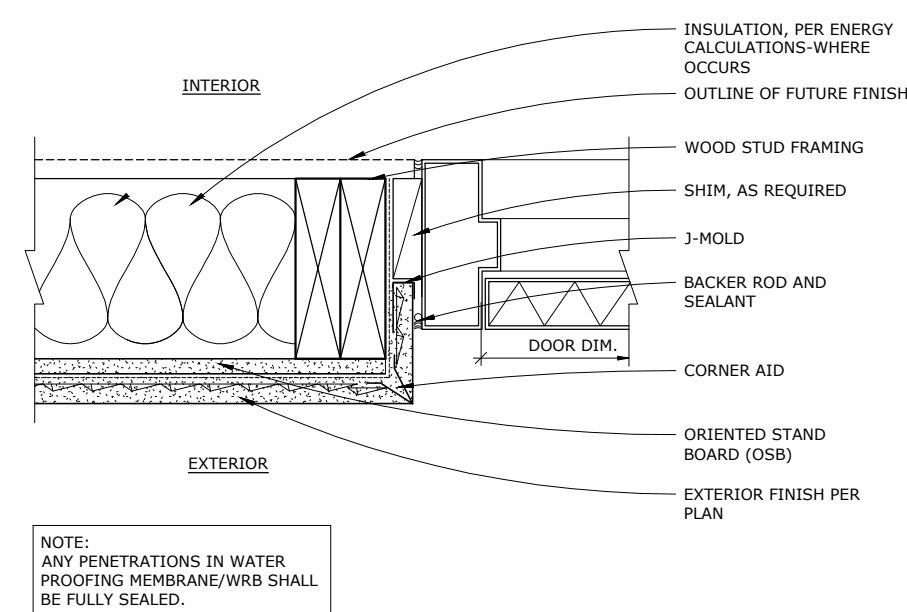
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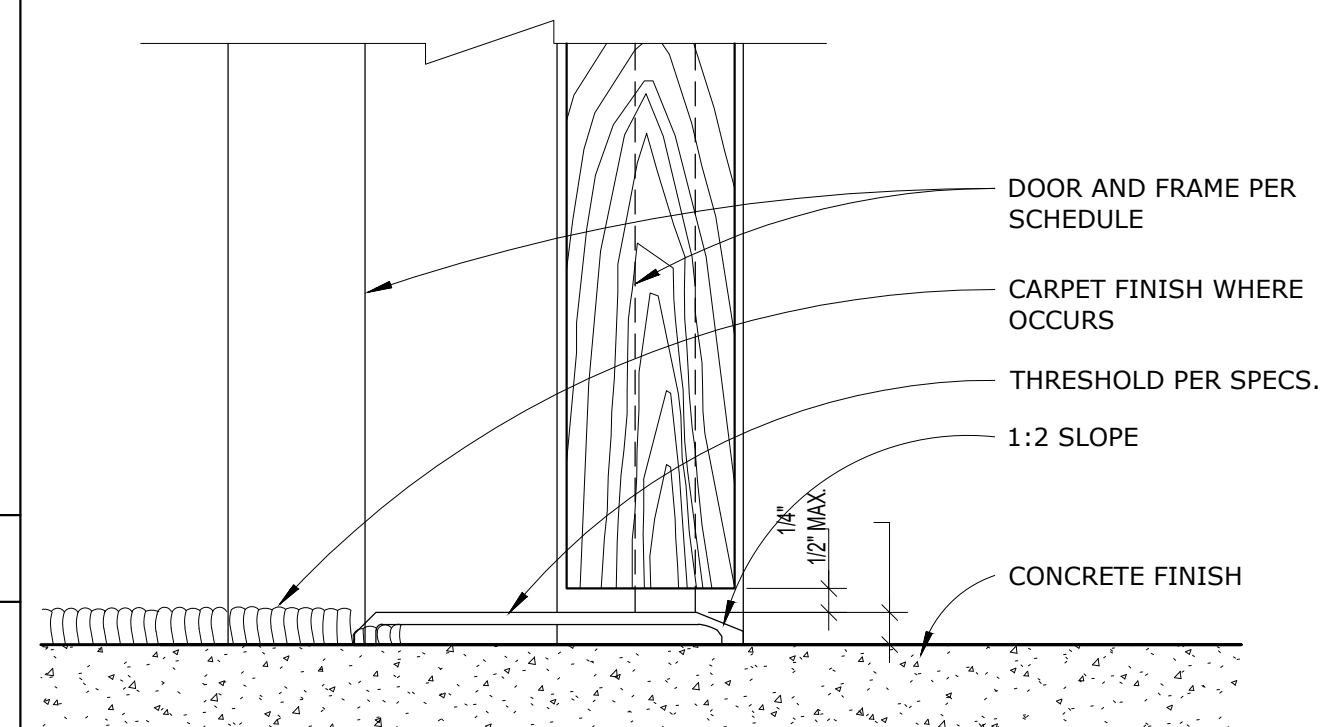
WINDOW-EXTERIOR FRAME @ HEAD	NOT SHOWN	8
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GARAGE DOOR @ HEAD	NOT SHOWN	5
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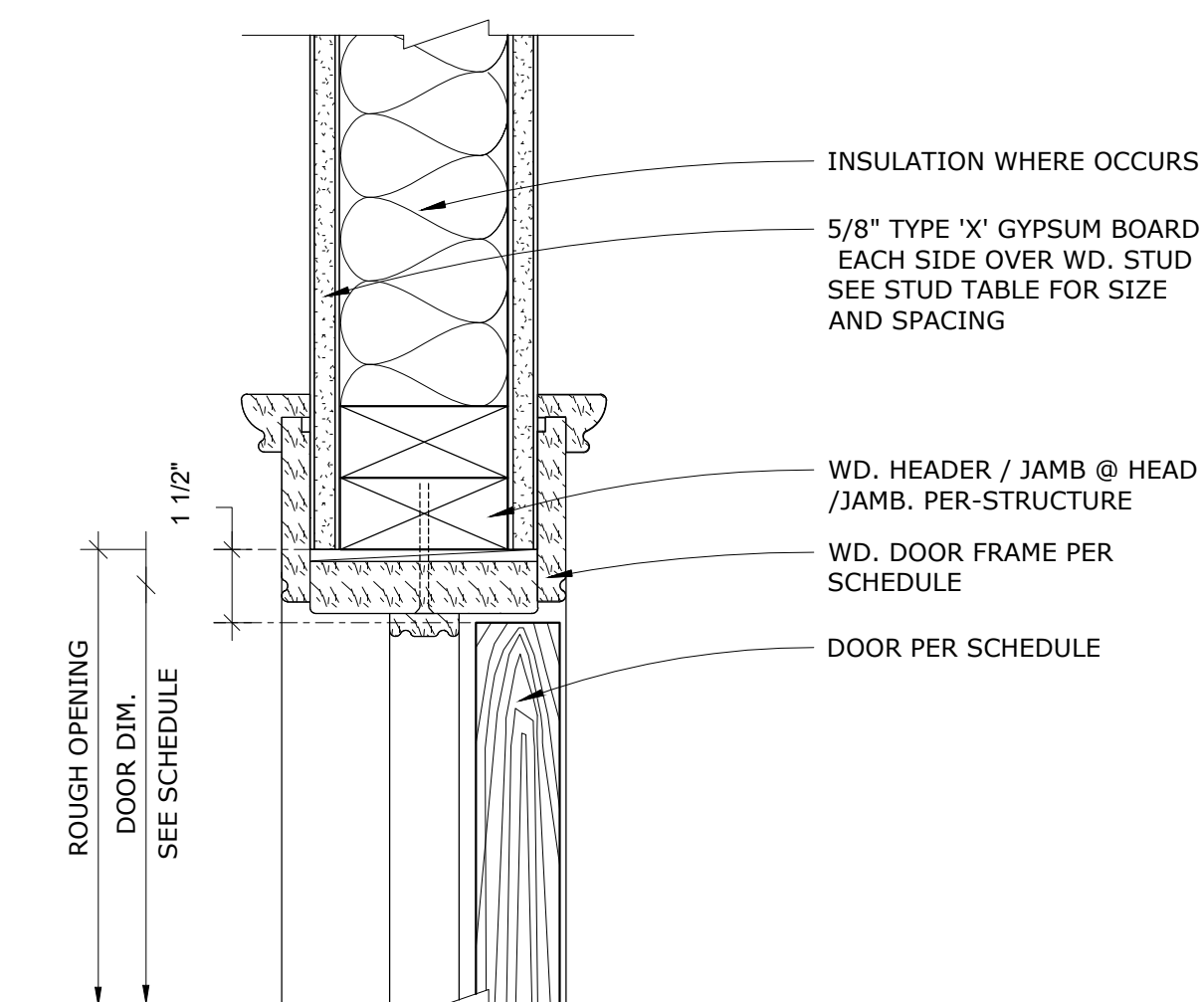
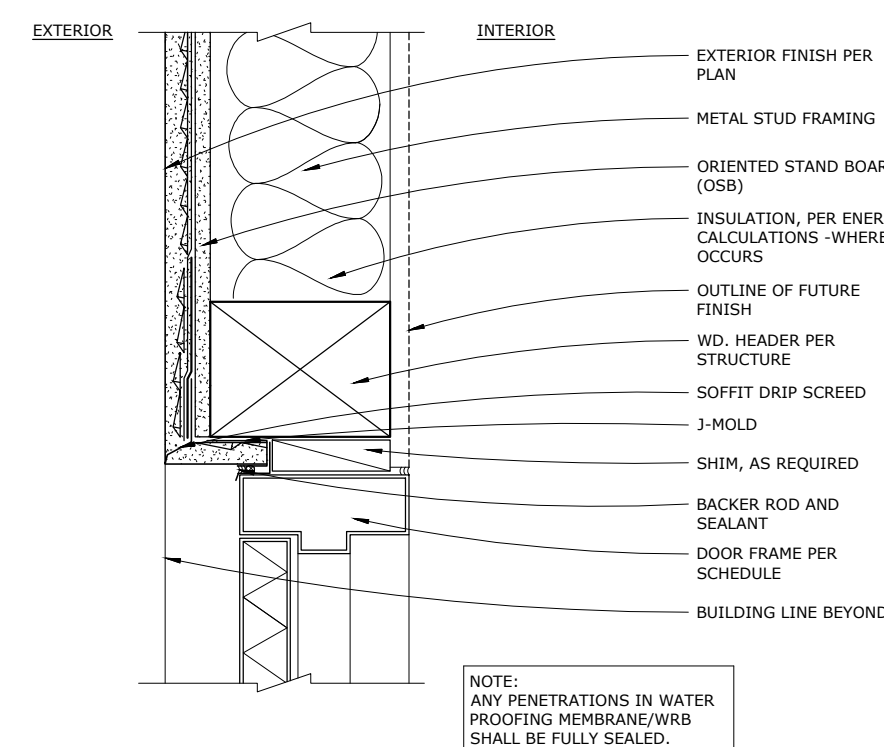
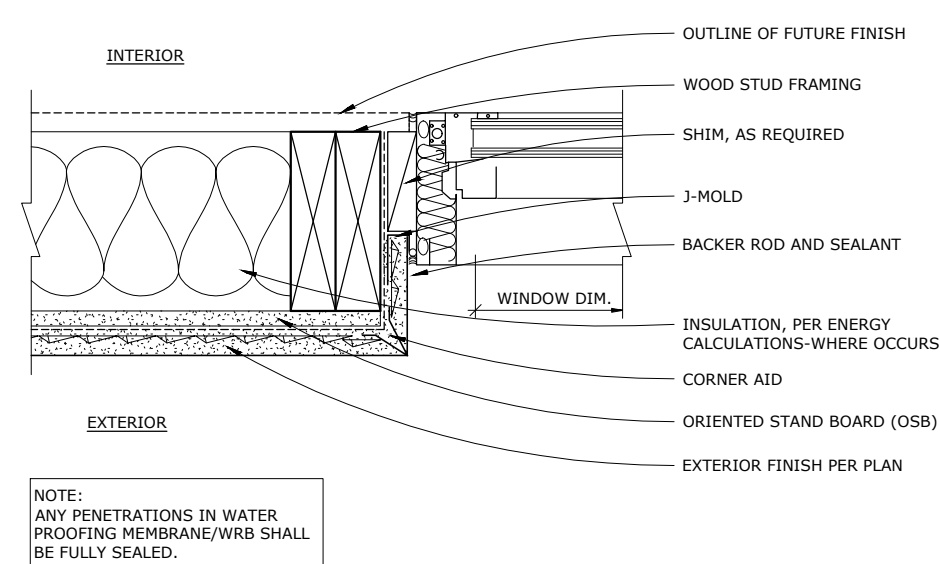


DOOR-EXTERIOR FRAME @ JAMB	NOT SHOWN	7
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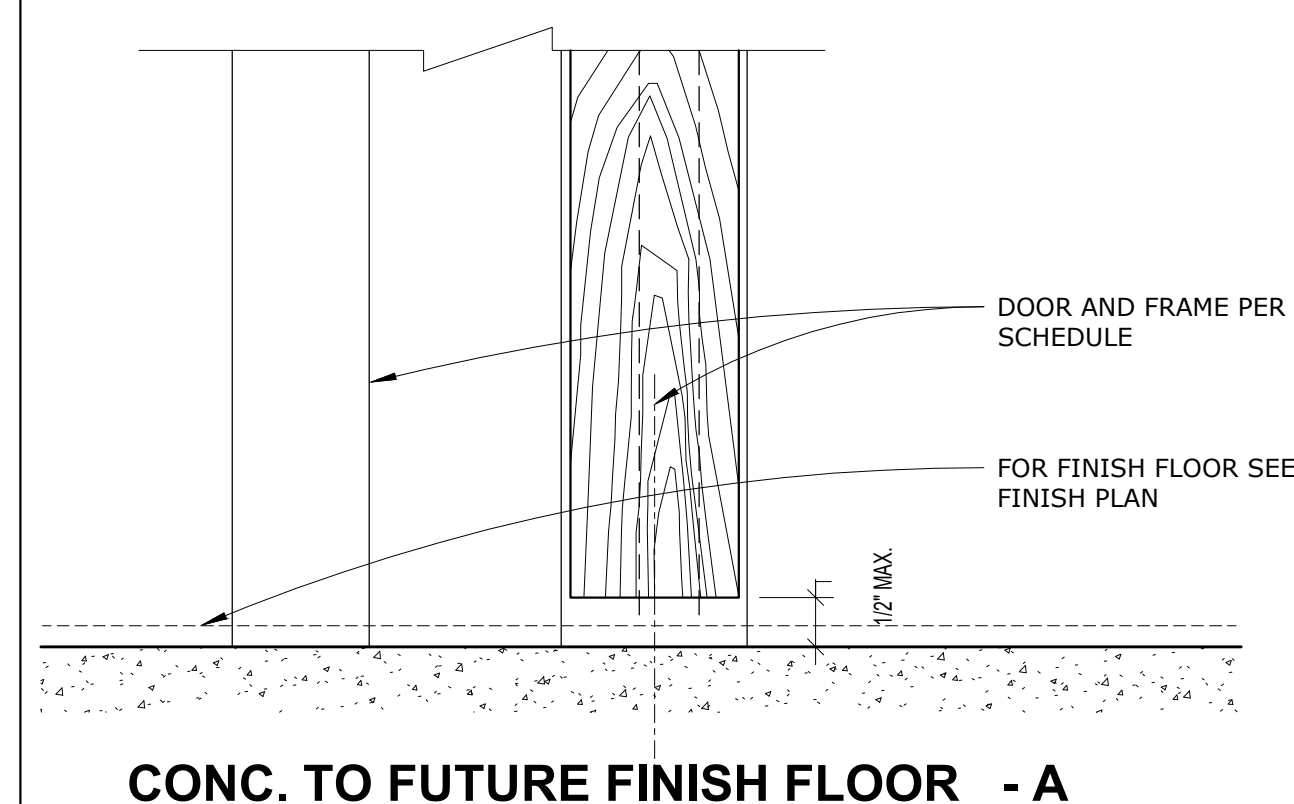
GARAGE DOOR @ JAMB	NOT SHOWN	4
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DOOR-EXTERIOR FRAME @ JAMB	NOT SHOWN	7
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CARPET TO CONC. TRANSITION - B



CONC. TO FUTURE FINISH FLOOR - A

WINDOW-EXTERIOR FRAME @ JAMB NOT SHOWN

DOOR-EXTERIOR FRAME @ HEAD NOT SHOWN

INTERIOR DOOR HEAD/ JAMB NOT SHOWN

THRESHOLD DETAILS	NOT SHOWN	1
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



DESIGNED BY: iARCH
DRAWN BY: iARCH
CHECKED BY: iARCH DATE:



CITY OF MONTEBELLO

Department of Public Works

SENIOR CENTER REMODEL

115 S Taylor Ave, Montebello, CA 90640

DOOR & WINDOW DETAILS

Sheet Number:

A4.1

												GENERAL NOTES 1. PROVIDE ADDITIONAL WALL BRACING AND / OR BRIDGING AS MAY BE REQUIRED FOR HEIGHT OF WALL. 2. ALL SHAFT WALLS SHALL BE FULL HEIGHT UNLESS NOTED OTHERWISE. 3. EXTEND ALL OTHER PARTITION WALLS 6" ABOVE FIN. CEILING U.N.O., 61.1. 4. ALL FIRE RATED WALLS SHALL TERMINATE AT STRUCTURE ABOVE UNLESS NOTED OTHERWISE. ALL FIRE RATED WALLS SHALL COMPLY WITH CBC CHAPTER 7. 5. REFER TO SPECIFICATION DIVISIONS 15 AND 16 FOR HVAC, PLUMBING, AND ELECTRICAL PENETRATION OF WALLS. 6. REFER TO FLOOR PLAN FOR LOCATION OF RATED WALLS AND REFER TO DETAILS SHEETS FOR HEAD OF WALL CONDITION OF ALL RATED WALLS. 7. AT TILED WALLS, STOP TILE AND BACKER BOARD AT CEILING, PROVIDE 5/8" TYPE "X" GYP. BD. FOR REMAINING HEIGHT OF WALL. *8. OVERALL WIDTH OF WALL SHOULD BE VERIFIED WITH STRUCTURAL PLANS AND MFG. SPECS.		
COVE BASE DETAIL AT RESTROOM IF APPLICABALE			6" =1'-0"	4	WALL - INTERIOR FINISH AND PAINT	3" =1'-0"	3	WALL - CERAMIC TILE + INTERIOR FINISH & PAINT	3" =1'-0"	2	WALL - CERAMIC TILE BOTH SIDES	3" =1'-0"	1	WALL TYPE SCHEDULE

T TILE WALL					
WALL TYPE	STUD SIZE	STUD SPACING	*OVERALL WALL THK	DESIGN HT. LIMITS	COMMENT
T- 1	2X4	16" O.C.	4 "	10	TILE BOTH SIDES
T- 2	2X4	16" O.C.	4 "	10	TILE + INTERIOR FINISH & PAINT
T- 3	2X4	16" O.C.	4 "	10	INTERIOR FINISH & PAINT BOTH SIDES

INSTALL NEW DRY WALL PER CONSTRUCTION PLANS. ENSURE THE WALL EXTENDS UP TO THE JOIST OR TRUSS WITH A MAXIMUM HEIGHT OF 10 FEET. SEE STRUCTURAL SHEET S1 & SD1 FOR DETAILS.

WALL TILE DETAIL			No Scale	5
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INFRASTRUCTURE ARCHITECTS
www.infraarch.com
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Irvine, CA 92618
(949) 227-8777

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DRAWN BY: _____ IARCH
CHECKED BY: _____ IARCH DATE: _____

CITY OF MONTEBELLO

Department of Public Works

SENIOR CENTER REMODEL
115 S Taylor Ave, Montebello,CA 90640

WALL TYPES & DETAILS

Sheet Number:

A5.0

HVAC NOTES AND SPECIFICATIONS

SECTION 1: SCOPE OF WORK

- (1) EXISTING 7.5 TON ROOFTOP UNIT TO BE REMAIN FOR MULTI PURPOSE ROOM.
- (1) NEW 5 TON HEAT PUMP AIR HANDLER FOR GYM.
- (1) NEW 2 TON HEAT PUMP AIR HANDLER FOR COMPUTER POOL.
- (1) NEW EXHAUSE FAN ON THE ROOF FOR RESTROOMS & JANITOR CLOSET
- DUCT WORK, ELBOWS, FITTINGS, & DUCT INSULATION ENTIRELY.
- DIFFUSERS, REGISTERS, AND GRILLES.
- HVAC CONTROL SYSTEMS.
- TESTING AND BALANCING.

SECTION 2: FEES, PERMITS & INSPECTIONS

- CONTRACTOR MUST PAY FEES AND OBTAIN PERMITS, LICENSES, INSPECTIONS,ETC, AS REQUIRED BY ANY LEGALLY CONSTITUTE AUTHORITY.
- CONTRACTOR SHALL NOT MAKE HIS WORK COVERED OR CLOSED UNTIL THE WORK HAS BEEN INSPECTED AND APPROVED BY ALL AUTHORITIES HAVING JURISDICTION. ANY EXPENSES FOR ADDITIONAL WORK DUE TO THE VIOLATION OF THIS REQUIREMENT WILL BE PAID BY THE CONTRACTOR
- THIS DOCUMENT IS NOT FOR BID OR CONSTRUCTION UNTIL THE PLAN HAS BEEN REVIEWED AND APPROVED BY ALL AUTHORITIES HAVING JURISDICTION AND THE PERMIT IS OBTAINED. NO COMPENSATION WILL BE MADE FOR ADDITIONAL WORK DUE TO THE VIOLATION OF THIS REQUIREMENT.

SECTION 3: GENERAL REQUIREMENTS

- ANY EXISTING CONDITIONS ARE BASED ON LIMITED FIELD VERIFICATION. CONTRACTOR SHALL ADJUST TO ACTUAL FIELD CONDITIONS AT NO ADDITIONAL EXPENSE TO THE TENANT.
- ALL CONTRACTORS SHALL REVIEW A COMPLETE SET OF CONSTRUCTION DOCUMENTS.
- CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH DEMOLITION PRIOR TO BIDDING AND START OF WORK. CONTRACTOR IS RESPONSIBLE FOR DEMO OF ALL EXISTING ITEMS, AS REQUIRED, FOR INSTALLATION/CONSTRUCTION OF NEW WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING CONDITIONS PRIOR TO SUBMITTING HIS BID. NO ADDITIONAL COMPENSATION WILL BE MADE FOR ANY EXTRA COSTS DUE TO CONTRACTOR'S FAILURE TO VISIT THE JOBSITE AND/OR PREDETERMINE ALL EXISTING CONDITIONS BEFORE SUBMITTING HIS BID. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT FOR RESOLUTION. NO EXCEPTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL UTILITY RUNS, UNDERGROUND AND ABOVE GROUND PIPING AND/OR OTHER IMPROVEMENTS LOCATED ON THE PREMISES. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ALL COSTS RELATING TO THE RELOCATION OF, DAMAGE TO, REPAIR OF ANY EXISTING UTILITY RUNS AND/OR IMPROVEMENTS WHICH ARE DAMAGED AS A RESULT OF WORK IN OR AROUND THE PREMISES.
- THE MECHANICAL CONTRACTOR SHALL INSPECT AND TEST RUN ALL EXISTING UNITS AT THE START OF CONSTRUCTION AND INFORM THE ARCHITECT OF ANY NECESSARY REPAIRS FOR APPROVAL IN A TIMELY MANNER TO NOT DELAY THE OPENING DATE.
- ALL APPLIANCES DESIGNED TO BE FIXED IN POSITION SHALL BE SECURELY FASTENED IN PLACE PER BUILDING CODE REQUIREMENTS OR APPLICABLE MANUFACTURER INSTALLATION REQUIREMENTS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENTS AS REQUIRED TO CONFORM TO THE STRUCTURE. AVOID OBSTRUCTIONS AND MAKE ALL EQUIPMENT REQUIRING MAINTENANCE OR REPAIR ACCESSIBLE.
- ALL EQUIPMENT FURNISHED SHALL FIT THE SPACE AVAILABLE WITH CONNECTIONS IN THE REQUIRED LOCATIONS AND WITH ADEQUATE SPACE FOR OPERATING AND SERVICING. THE DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATE THE MANNER AND METHOD OF THE INSTALLATION WHILE THE SPECIFICATIONS AND EQUIPMENT LIST DENOTE THE TYPE AND QUALITY OF MATERIAL AND WORKMANSHIP TO BE USED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENTS, WHERE A CONFLICT EXISTS BETWEEN THE DRAWINGS AND THE SPECIFICATIONS. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ARCHITECT WHOSE DECISION SHALL BE FINAL. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY IN THIS CONNECTION ON BEHALF OF THE CONTRACTOR AFTER AWARD OF THE CONTRACT.
- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE LATEST FEDERAL, STATE AND LOCAL CODES [NPPA, UBC, UMC AND LOCAL BODIES HAVING JURISDICTION]. APPLICABLE CODE: CMC 2022 CALIFORNIA MECHANICAL CODE, CGBC 2022 CALIFORNIA ENERGY CODE, CEC2022 CALIFORNIA ELECTRICAL CODE.
- THE CONTRACTOR SHALL COOPERATE WITH THE OTHER TRADES SO THAT THE INSTALLATION OF ALL EQUIPMENT MAY BE PROPERLY COORDINATED. K.1) DISCONNECT SWITCHES & LINE VOLTAGE CONNECTIONS (BY ELECTRICAL) K.2) ALL LINE VOLTAGE WIRING AND CONDUIT (BY ELECTRICAL) K.3) CONDENSATE PIPING (PLUMBING) .
- ALL ROOFING WORK SHALL BE PERFORMED BY OWNER'S APPROVED ROOFING CONTRACTOR.
- DISPOSE OF ALL EQUIPMENT NOT REUSED AS A PART OF THE NEW WORK AS DIRECTED BY THE OWNER.
- ALL ROOF MOUNTED EQUIPMENT SHALL BE LABELED AS TO THE SPACE IT SERVES WITH 3" HIGH WEATHERPROOF VINYL LETTERS.
- ALL APPLIANCE AND PLUMBING VENTS AND THE DISCHARGE OUTLET OF EXHAUST FANS SHALL BE LEAST TEN (10) FEET IN A HORIZONTAL DIRECTION, OR THREE(3) FEET ABOVE THE OUTSIDE-AIR INTAKES FOR HVAC UNITS.

- MATERIALS EXPOSED WITHIN DUCTS OR PLENUMS SHALL BE NONCOMBUSTIBLE OR SHALL HAVE A FLAME SPREAD RATING NOT GREATER THAN TWENTY-FIVE(25) AND A SMOKE DEVELOPED RATING NOT GREATER THAN FOUR HUNDRED FIFTY(450) WHEN TESTED AS A COMPOSITE PER APPLICABLE TESTING STANDARD.
- AFTER INSTALLING WALL, CEILING, OR FLOOR INSULATION, THE INSTALLER SHALL MAKE AVAILABLE TO THE ENFORCEMENT AGENCY OR POST IN A CONSPICUOUS LOCATION IN THE BUILDING, A CERTIFICATE SIGNED BY THE INSTALLER STATING THAT THE INSTALLATION IS CONSISTENT WITH THE PLANS AND SPECIFICATIONS DESCRIBED IN SEC 10.103(A)2A. THE CERTIFICATE SHALL ALSO STATE THE MANUFACTURER'S NAME, MATERIAL IDENTIFICATION, AND THE INSTALLED R-VALUE.
- INSTALL DUCT INSULATION ONLY AFTER DUCTWORK HAS BEEN INSPECTED AND APPROVED.
- REGISTERS, GRILLES, AND DIFFUSERS SHALL BE INSTALLED ONLY AFTER ALL CEILINGS AND WALLS ARE FINISHED INCLUDING FINAL PAINTING. CEILING MOUNTED UNITS SHALL BE INSTALLED WITH RIMS TIGHT AGAINST CEILING. WALL MOUNTED UNITS SHALL BE INSTALLED AT LEAST 6 INCHES BELOW THE CEILING UNLESS OTHERWISE NOTED. DAMPERS PROVIDED WITH DIFFUSERS AND REGISTERS SHALL NOT BE USED FOR SYSTEM BALANCING. INSIDE OF DUCT, BEHIND SEE-THROUGH REGISTERS AND GRILLES SHALL BE PAINTED BLACK.
- ROUND SHEET METAL DUCTS SUSPENDED IN THE AIR SHOULD BE SUPPORTED BY HANGERS AT LEAST EVERY 10 FEET. FLEXIBLE DUCTS SUSPENDED IN THE AIR SHOULD BE SUPPORTED AT LEAST EVERY 4 FEET BY STRAPS THAT ARE AT LEAST 1-1/2" TO 1-3/4" INCHES WIDE. AND THEY SHOULD NOT SAG MORE THAN 1/2" FOR EACH FOOT OF DISTANCE BETWEEN THE SUPPORTS. STRAPS USED ON FLEXIBLE DUCTS SHOULD NOT CONSTRICT THE INNER DIAMETER OF THE DUCT OR CUT THE OUTER JACKET.
- DUCT SLEEVES AND PREPARED OPENINGS SHALL BE PROVIDED WHERE DUCTS PENETRATE FLOORS, WALLS, CEILINGS OR ROOFS, AND SHALL BE INSTALLED DURING CONSTRUCTION OF THE FLOOR, WALL, CEILING OR ROOF. MECHANICAL CONTRACTOR SHALL COORDINATE LOCATION OF ALL DUCT PENETRATIONS OF STRUCTURE WITH GENERAL CONTRACTOR.
- DUCT SLEEVES SHALL BE FABRICATED FROM MINIMUM 20 GAUGE GALVANIZED SHEET STEEL. SLEEVE SHALL HAVE ONE(1) INCH CLEARANCE BETWEEN THE DUCT AND THE SLEEVE, OR ONE(1) INCH CLEARANCE BETWEEN THE INSULATION AND THE SLEEVE FOR INSULATED DUCTS. DUCT SLEEVES EMBEDDED IN CONCRETE SHALL BE CONSTRUCTED OF 1/4 INCH THICK CARBON STEEL PLATE, AND SHALL BE WELDED IN ACCORDANCE WITH AWS D1.1.
- DEMAND CONTROL VENTILATION DEVICES (CO2 SENSORS) SHALL BE INSTALLED IN ACCORDANCE WITH CMC. 121(C)4.

SECTION 4: PRODUCTS

- THERMOSTAT SHALL BE INSTALLED WITH 7-DAY PROGRAMMABLE AUTO-CHANGE OVER FEATURE. MOUNTING HEIGHT IS 3 TO 4 FEET ABOVE FINISHED FLOOR.
- ALL AIR DISTRIBUTION SYSTEM DUCTS AND PLENUMS, INCLUDING, BUT NOT LIMITED TO, BUILDING CAVITIES, MECHANICAL CLOSETS, AIR-HANDLER BOXES AND SUPPORT PLATFORMS USED AS DUCTS OR PLENUMS, SHALL BE INSTALLED, SEALED AND INSULATED TO MEET THE REQUIREMENTS OF CHAPTER 6 OF THE CALIFORNIA MECHANICAL CODE. SUPPLY-AIR AND RETURN-AIR DUCTS CONVEYING HEATED OR COOLED AIR SHALL BE INSULATED TO A MINIMUM INSTALLED LEVEL OF R-8, UNLESS NOTED OTHERWISE. INSULATION IS NOT REQUIRED ON LINED DUCTS AND DUCTS EXPOSED TO CONDITIONED SPACE. PROVIDE RFI TO ENGINEER BEFORE CLASSIFYING THE SPACE AS CONDITIONED SPACE. NO COMPENSATION WILL BE MADE IF THE CONTRACTOR FAILS TO VERIFY.
- DUCT PLENUM SHALL BE GALVANIZED STEEL DUCT. ALL JOINTS, LONGITUDINAL AND TRANSVERSE SEAMS, AND CONNECTIONS IN DUCTWORK, SHALL BE SECURELY FASTENED AND SEALED WITH WELDS, GASKETS, MASTICS (ADHESIVES), MASTIC-PLUS-EMBEDDED-GABRIC SYSTEMS, OR TAPS. TAPS AND MASTICS USED TO SEAL DUCTWORK SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL181A OR UL181B. DUCT CONNECTIONS TO FLANGES OF AIR DISTRIBUTION SYSTEM EQUIPMENT SHALL BE SEALED AND MECHANICALLY FASTENED. DUCT TAP IS NOT PERMITTED AS A SEALANT ON ANY METAL DUCTS. [IECC 2003-803.2.8]
- FLEXIBLE DUCTWORK SHALL BE IN ACCORDANCE WITH UL181 AND NFPA 90A AND NFPA 90B. ALL TAKEOFFS FROM MAIN AND BRANCH DUCT SHALL BE 45 TAPS TAPS WITH VOLUME DAMPERS AS SHOWN ON THE DRAWINGS. GLASS-FLEX TYPE DUCT MAY BE USED AT ENTRANCE TO DIFFUSERS BUT MUST BE NO GREATER THAN 5'-0" IN LENGTH.
- DUCT SUPPORTS AND HANGERS: PROVIDE HANGERS AND SUPPORTS OF STEEL SHAPES AND RODS CONFORMING TO ASTM A36/A36M, GALVANIZED IN ACCORDANCE WITH ASTM A123. HARDWARE FOR HANGERS AND SUPPORTS SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153/A153M. HANGERS AND SUPPORTS SHALL BE FABRICATED IN ACCORDANCE WITH SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE, AND SMACNA HVAC SYSTEMS DUCT DESIGN.
- BUILDING ATTACHMENT: CONCRETE INSERTS, POWER-ACTUATED FASTENERS, OR STRUCTURAL STEEL FASTENERS APPROPRIATE FOR BUILDING MATERIALS. DO NOT USE POWDER-ACTUATED CONCRETE FASTENERS FOR LIGHTWEIGHT AGGREGATE CONCRETES OR FOR SLABS LESS THAN 4 INCHES THICK.
- STRAPS AND ROD SIZES: CONFORM WITH TABLE 4-1 IN SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE, FOR SHEET STEEL WIDTH AND GAUGE AND STEEL ROD DIAMETERS.
- DUCT ATTACHMENTS: SHEET METAL SCREWS, BLIND RIVETS, OR SELF-DRILLING, SELF-TAPPING METAL SCREWS; COMPATIBLE WITH DUCT MATERIALS.

- VOLUME DAMPERS: PROVIDE VOLUME DAMPERS IN DUCTS CONSTRUCTED OF 22 GAUGE GALVANIZED FOR DUCTS SMALLER THAN 11 INCHES; 20 GAUGE FOR DUCTS SMALLER THAN 21 INCHES; AND 16 GAUGE FOR DUCTS LARGER THAN 21 INCHES. PROVIDE LOCKING QUADRANTS AS REQUIRED. MANUALLY ADJUSTABLE BALANCING DAMPERS SHALL BE PROVIDED TO SUPPLY, RETURN AND EXHAUST DUCTS AT POINTS WHERE BRANCHES ARE TAKEN FROM LARGER DUCTS AND IN BRANCH DUCT TO INDIVIDUAL DIFFUSERS, GRILLES, AND REGISTERS. 1. DAMPER AXLES SHALL BE CONTINUOUS SQUARE RODS NOT SMALLER THAN 3/8-INCH, WITH MACHINED ENDS AND BEARING AT BOTH ENDS. 2. SINGLE-BLADE DAMPER SHALL BE PROVIDED FOR DUCT SIZES UP TO 18 INCH; MULTI BLADE DAMPERS OF OPPOSED BLADE PATTERN SHALL BE PROVIDED FOR COST SIZE LARGER THAN 18 INCH.
- T-BAR CEILING SU T-BAR CEILING RETURN DIFFUSER: KRUEGER MODEL 6690 OR APPROVED EQUAL.
- DUCT HEATER: WHERE ELECTRICAL HEATER ARE INSTALLED IN AIR DUCTS, THE DUCT SHALL BE INSULATED WITH NONCOMBUSTIBLE INSULATION EXTENDING IN EACH DIRECTION FROM THE HEATER. DISTANCE SHALL BE AS RECOMMENDED BY THE HEATER MANUFACTURER.
- LINED EXPOSED EXTERIOR DUCTWORK SHALL BE 2" THICK, 1.5PCF DENSITY LINING. DUCT SIZE SHOWN ON PLAN SHALL REFER TO OUTER DIMENSIONS UNLESS SPECIFIED OTHERWISE.
- VOLUME DAMPER MUST BE INSTALLED AT BRANCH TAKE-OFF FROM MAIN SUPPLY DUCT. PROVIDE YOUNG REGULATOR CABLES FOR ADJUSTMENT OF VOLUME DAMPERS IN HARD LID CEILING WHERE ACCESS PANELS ARE NOT PROVIDED.

SECTION 5: EQUIPMENT SUBMITTALS

SUBMITTALS FOR MECHANICAL EQUIPMENTS SHALL BE SUBMITTED TO ARCHITECT AND ENGINEER FOR APPROVAL BEFORE ORDERING SUCH EQUIPMENTS. NO EXCEPTION.

SECTION 6: TESTING

- AFTER COMPLETION OF WORK, TESTS ON THE HVAC SYSTEMS, INCLUDING A DUCT LEAKAGE TEST, AND ON AIR BALANCE PERFORMANCE ARE REQUIRED. THE AIR QUALITY RESULTS SHOULD CONFORM WITH THE VOLUME SHOWN ON THE PLAN. PROVIDE ALL NECESSARY TESTING EQUIPMENTS AND LABORS AT NO COST TO THE OWNER.
- THE TESTED AIR QUALITY SHOULD BE WITHIN 5% OF THE DESIGN VALUE INDICATED ON PLANS. NOTIFY ENGINEER IMMEDIATELY IF AIR QUALITY IS OUT OF THE RANGE. NO EXCEPTION.

SECTION 7: OPERATING INSTRUCTIONS

- THE BUILDER SHALL PROVIDE THE BUILDING OWNER OR PERSON(S) RESPONSIBLE FOR BUILDING MAINTENANCE (IN CASE OF MULTI-TENANT OR CENTRALLY OPERATED BUILDINGS) AT OCCUPANCY THE FOLLOWING: 1)OPERATING INFORMATION: THE APPROPRIATE CERTIFICATE(S) OF COMPLIANCE AND A LIST OF THE FEATURES, MATERIALS, COMPONENTS, AND MECHANICAL DEVICES INSTALLED IN THE BUILDING AND INSTRUCTIONS ON HOW TO OPERATE THEM EFFICIENTLY. 2) MAINTENANCE INFORMATION: REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY STATED AND INCORPORATED ON A READILY ACCESSIBLE LABEL. THE LABEL MAY BE LIMITED TO IDENTIFYING THE OPERATION AND MAINTENANCE MANUAL. 3) VENTILATION INFORMATION: A DESCRIPTION OF THE QUANTITIES OF OUTDOOR AND RECIRCULATED AIR THAT THE VENTILATION SYSTEMS ARE DESIGNED TO PROVIDE TO EACH AREA.
- CONTRACTOR SHOULD PREPARE AT LEAST THREE SETS MANUALS, COVERING 1. OIL AND LUBRICATION INSTRUCTIONS 2. PARTS SCHEDULE AND REPLACEMENT INSTRUCTIONS 3. AIR FLOW AND AIR BALANCE REPORT.

SECTION 8: WARRANTY

- THE CONTRACTOR SHALL PROVIDE OWNER WITH A WRITTEN MINIMUM TWO (2) YEAR MANUFACTURING WARRANTY ON ALL HVAC EQUIPMENT PROVIDED AND/OR INSTALLED. THE WARRANTY SHALL INCLUDE ALL LABOR, MATERIALS, AND THREE (3) ROUTING SERVICES WITH FILTER CHANGES DURING A ONE (1) YEAR PERIOD.

MECHANICAL SYMBOLS LEGEND

DOUBLE LINE DUCT SYMBOLS:

- NEW SHEET METAL DUCTWORK & SIZE
- SUPPLY OR OUTSIDE AIR DUCT
- RETURN AIR DUCT
- DUCTWORK TRANSITION
- SUPPLY DUCT ELBOW UP OR DOWN
- RETURN DUCT ELBOW UP OR DOWN
- DUCT ELBOW WITH FIXED TURNING VANES
- ROUND SPIN-IN WITH DAMPER
- FLEXIBLE DUCT CONNECTION
- FLEXIBLE DUCTWORK

EQUIPMENT:

- ROOF MOUNTED EXHAUST FAN
- CEILING MOUNTED EXHAUST FAN
- ROOFTOP UNIT
- UNIT HEATER
- SUPPLY FAN
- INFRARED HEATER
- RADIANT HEATER
- THERMOSTAT - ELECTRIC
- TEMPERATURE SENSOR
- CARBON MONOXIDE SENSOR
- RTU SMOKE DETECTOR
- HIGH VELOCITY LOW SPEED (HVLS) FAN

ABBREVIATIONS:

- AFF ABOVE FINISHED FLOOR
- BHP BRAKE HORSEPOWER
- BTU BRITISH THERMAL UNIT
- CFM CUBIC FEET PER MINUTE
- DB DRY BULB
- EAT ENTERING AIR TEMPERATURE
- ESP EXTERNAL STATIC PRESSURE
- HZ FREQUENCY
- LAT LEAVING AIR TEMPERATURE
- NC NOISE CRITERIA
- OA OUTSIDE AIR
- PSI POUNDS PER SQUARE INCH
- RA RETURN AIR
- RTU ROOFTOP UNIT
- SA SUPPLY AIR
- TYP TYPICAL
- WC WATER COLUMN
- WB WET BULB

GRILLES/DIFFUSERS:

- SUPPLY DIFFUSER
- SUPPLY DIFFUSER WITH 3-WAY THROW
- SUPPLY DIFFUSER WITH 2-WAY THROW
- SIDEWALL MOUNTED SUPPLY REGISTER
- RETURN GRILLE
- LINEAR DIFFUSER

GENERAL REFERENCES/NOTATIONS:

- MECHANICAL EQUIPMENT DESIGNATION
- DIFFUSER DESIGNATION AND CFM
- NOTE DESIGNATION
- REVISION DESIGNATION

SYMBOLS LEGEND NOTES:
1. REFER TO SPECIFICATIONS AND PLAN NOTES FOR DETAILED DESCRIPTION OF ALL DEVICES SHOWN IN THIS SCHEDULE, PROVIDED BY THIS CONTRACTOR.
2. NOT ALL SYMBOLS AND/OR ABBREVIATIONS ARE NECESSARILY USED FOR THIS PROJECT.

PROTOTYPE UPDATE 1 FOR 2019 06/13/19

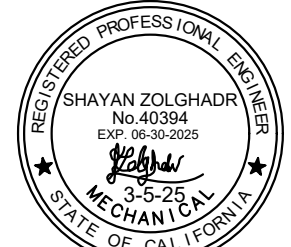


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CHECKED BY: iArch DATE:

CITY OF MONTEBELLO



Department of Public Works

SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

MECHANICAL SYMBOLS & GENERAL NOTES

Sheet Number:

M1.0

VENTILATION CALCULATION								
OCCUPANCY CATEGORY	FLOOR AREA (SQ.FT.)	*AREA OUTDOOR AIR RATE (CFM/SQ.FT.)	AREA OUTDOOR AIR REQUIREMENT(CFM)	PERSONS(QTY.)	*PEOPLE OUTDOOR AIR RATE (CFM/PERSON)	PEOPLE OUTDOOR AIR REQUIREMENT(CFM)	OUTSIDE AIR REQUIREMENT (CFM)	OUTSIDE AIR PROVIDED (CFM)
MULTI PURPOSE ROOM	2280	0.06	136.8	64	5	320.0	456.8	500
GYM	850	0.18	153.0	18	20	360.0	513.0	550
COMPUTER POOL	320	0.06	19.2	9	5	45.0	64.2	100
NOTE: *PER CMC TABLE 402.1							969.8	1150

ROOFTOP UNIT SCHEDULE																				
EQUIPMENT NO.	SERVICE	MANUFACTURER	MODEL	YEAR	AIR FLOW			COOLING			HEATING			ELECTRICAL				DIMENSION	WEIGHT	OPTIONS- ACCESSORIES
					SUPPLY (CFM)	MIN OA (CFM)	E.S.P (IN.W.C)	BTU/HR	NOM. TON	EER	BTU/HR	EFF	GAS	V-P-HZ	FLA	MCA	MOCP	LXWXH(in)	lbs	KEY NOTE NO.
(E) RTU 1	MULTI PURPOSE ROOM	TEMPSTART	PGB090H2LA	1997	3000	500	0.6	85000	7.5	9	16000	0.8	200 CFH @3.5~10IN.WC	460-3-60	19	20.7	25	90X58X44	1095	1,2,3,4,5
NOTES:																				
1-STANDARDS FOR AIR CONDITIONERS AND HEAT PUMPS THAT ARE CONSUMER PRODUCTS, MANUFACTURED ON OR AFTER JANUARY 1, 2023.FOR SPLIT SYSTEM HEAT PUMPS MINIMUM HSPF2 : 7.5 & MINIMUM SEER2:14.3 THIS SYSTEM CONTAINS R-410A REFRIGERANT AND POE OIL.																				
2- AN AIR ECONOMIZER CAPABLE OF MODULATING OUTSIDE-AIR AND RETURN-AIR DAMPERS TO SUPPLY 100 PERCENT OF THE DESIGN SUPPLY AIR QUANTITY AS OUTSIDE AIR AND SHALL INCLUDE A STAND-ALONE OR INTEGRATED FAULT DETECTION AND DIAGNOSTICS (FDD) SYSTEM.																				
3- ALL RECIRCULATED AIR OR OUTDOOR AIR SUPPLIED TO OCCUPABLE SPACES IS FILTERED (MINIMUM MERV 13) BEFORE PASSING THROUGH ANY AIR CONDITIONING COMPONENT.																				
4- EXISTING MICROMETL BRAND FIELD INSTALLED ECONOMIZER WITH FAULT DETECTION AND DIAGNOSTICS. ULTRA LOW LEAK HORIZONTAL AND BAROMETRIC RELIEF.																				
5- TWO STAGE COOLING MODE.																				
6- PROVIDE AND INSTALL A NEW MANUAL OUTSIDE AIR HOOD.																				

AIR HANDLER UNIT SCHEDULE													
EQUIPMENT NO.	SERVICE	MANUFACTURER	MODEL	FLOW RATE	STATIC PRESSURE	LOW/HIGH STAGE	ELECTRICAL			DIMENSION	WEIGH T	OPTIONS- ACCESSORIES	
				CFM	IN. WC	CFM	V-P-HZ	FLA/MCA	MCCP	LXWXH(in)	lbs		
(N) 	GYM	GOODMAN	AMST60DU13	2000	0.5	2000 / 1000	208/240-1-60	6.9/8.6	15	58X24X21	167	FILTER 19.5X20X1 MERV13, SUPPLY 24X12, RETURN 20X18 - AN AIR ECONOMIZER CAPABLE OF MODULATING OUTSIDE-AIR AND RETURN-AIR DAMPERS TO SUPPLY 100 PERCENT OF THE DESIGN SUPPLY AIR QUANTITY AS OUTSIDE AIR AND SHALL INCLUDE A STAND-ALONE OR INTEGRATED FAULT DETECTION AND DIAGNOSTICS (FDD) SYSTEM. 2- ALL RECIRCULATED AIR OR OUTDOOR AIR SUPPLIED TO OCCUPIABLE SPACES IS FILTERED (MINIMUM MERV 13) BEFORE PASSING THROUGH ANY AIR CONDITIONING COMPONENT.	
(N) 	COMPUTER POOL	GOODMAN	AMST24BU13	800	0.5	600 / 900	208/240-1-60	4.6/5.8	15	45X18X21	112	FILTER 16X20X1 MERV13 SUPPLY 16X12 RETURN 20X12	

HEAT PUMP UNIT SCHEDULE													
EQUIPMENT NO.	SERVICE	MANUFACTURER	MODEL	NET COOLING		HEATING	SEER2/HSPF2	ELECTRICAL			DIMENSION	WEIGHT	OPTIONS- ACCESSORIES
				BTU/HR	NOM. TON	BTU/HR		V-P-HZ	MCA	MOCP	LXWXH(in)	lbs	
(N) 	GYM	DAIKIN	DH4SEA 6040*	60,000	5	60,000	14.3 / 7.8	460-3-60	10.4	15	36X36X42	300	NA
(N) 	COMPUTER ROOM	GOODMAN	GLZS4BA 2410*	24000	2	24000	15.2 / 7.8	208/230-1-60	11.2	15	29X29X32	150	NA
NOTES: TO COMPLY WITH CALIFORNIA REGULATIONS, THE HEAT PUMP REFRIGERANT SHOULD BE R-32 OR R-454B, AS THEY MEET THE STATE'S LOW GLOBAL WARMING POTENTIAL (GWP) REQUIREMENTS													

EXHAUST CALCULATION						
OCCUPANCY CATEGORY	FLOOR AREA(SQ.FT.)	*EXHAUST RATE (CFM/SQFT.)	NO OF WATER CLOSET & URINAL	EXHAUST PER PLUMBING FIXTURE(CFM/FIXTURE)	EXHAUST REQUIRMENTS(CFM)	EXHAUST PROVIDED (CFM)
MEN'S RESTROOM	150	0	3	70	210	210
WOMEN'S RESTROOM	150	0	3	70	210	210
JANITOR CLOSET	26	1	0	0	26	30
NOTES: *PER CMC TABLE 403.7						

FAN SCHEDULE										
EQUIPMENT NO.	SERVICE	LOCATION	CFM	STATIC PRESS. (IN W.G)	MOTOR				MANUFACTURER & MODEL	OPTION- ACCESSORIES
					WATTS	HP	RPM	VOLT.-PH.-HZ.		
(N) 	WOMEN'S RESTROOM MEN'S RESTROOM JANITOR CLOSET	ROOF	600	0.5	-	1 / 8	1550	115-1-60	GREENHECK G-095D OR EQUAL	BACKDRAFT DAMPER CONTROLLED BY OCCUPANCY SENSOR OPERATION WT.=25 LBS

SCHEDULE-AIR DISTRIBUTION										
TAG	DESCRIPTION	MANUFACTURER	SERIES	CFM	DUTY	NECK (INCH)	SIZE	DAMPER	MATERIAL	DESCRIPTION
EG-1	EXHAUST GRILLE	TITUS	55FS	0 ~190	EXHAUST	6X6	NECK PLUS1 3/4" EACH DIRECTION	YES	ALUMINIUM	STAMPED
SD-1	SIDE WALL REGISTER	TITUS	272FL	500 ~ 900	SUPPLY	24X16	NECK PLUS1 3/4" EACH DIRECTION	YES	ALUMINIUM	STAMPED
SD-2	SIDE WALL REGISTER	TITUS	272FL	300 ~ 500	SUPPLY	18X10	NECK PLUS1 3/4" EACH DIRECTION	YES	ALUMINIUM	STAMPED
SD-3	SIDE WALL REGISTER	TITUS	272FL	1300 ~ 1700	SUPPLY	30X16	NECK PLUS1 3/4" EACH DIRECTION	YES	ALUMINIUM	STAMPED
SD-4	SIDE WALL REGISTER	TITUS	272FL	400 ~ 800	SUPPLY	22X10	NECK PLUS1 3/4" EACH DIRECTION	YES	ALUMINIUM	STAMPED
SD-5	SIDE WALL REGISTER	TITUS	272FL	75 ~ 200	SUPPLY	6X6	NECK PLUS1 3/4" EACH DIRECTION	YES	ALUMINIUM	STAMPED
CD-1	CEILING DIFFUSER	TITUS	272FL	75 ~ 200	SUPPLY	12X12	NECK PLUS1 3/4" EACH DIRECTION	YES	ALUMINIUM	STAMPED
RG-1	RETURN GRILLE	TITUS	55FS	2000	RETURN	30X18	NECK PLUS1 3/4" EACH DIRECTION	NO	ALUMINIUM	STAMPED
RG-2	RETURN GRILLE	TITUS	55FS	800	RETURN	18X16	NECK PLUS1 3/4" EACH DIRECTION	NO	ALUMINIUM	STAMPED
RG-1	RETURN GRILLE	TITUS	55FS	3000	RETURN	36X24	NECK PLUS1 3/4" EACH DIRECTION	NO	ALUMINIUM	STAMPED
NOTES: A. REFER TO ARCHITECTURAL DRAWINGS FOR TYPE OF SOFFIT, CEILING AND/OR SUSPENSION SYSTEM. B. FINISH SHALL BE OF THE TYPE AND COLOR SELECTED BY ARCHITECT. SUBMIT FINISH CHART WITH SHOP DRAWINGS. C. NC<30. D. NECK SIZES TO MATCH DUCT CONNECTION UNLESS NOTED OTHERWISE. SELECTIONS ARE BASED ON PRODUCTIONS BY TITUS . EQUAL PRODUCTS: KRUEGER, METAL*AIRE & PRICE.										

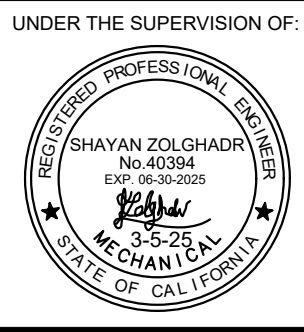


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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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CHECKED BY: iArch DATE:

CITY OF MONTEBELLO



Department of Public Works

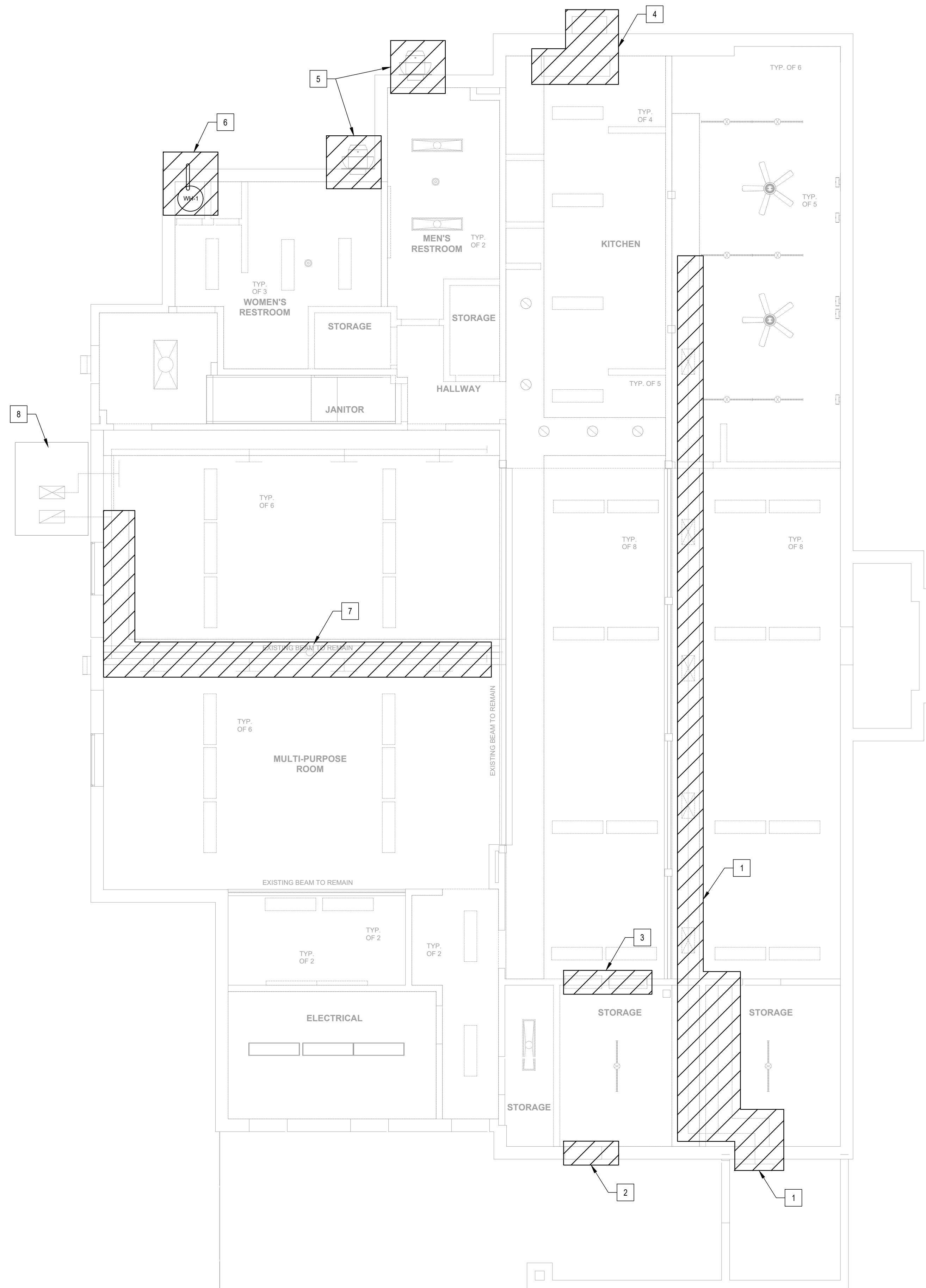
SENIOR CENTER RENOVATION

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MECHANICAL SCHEDULES

Sheet Number:

M1.1



- MECHANICAL PLAN NOTES**
- 1 REMOVE AND DEMOLISH THE SUPPLY DUCT, REGISTER, AND ALL RELATED ACCESSORIES. REPAIR AND RESTORE THE AREA WHERE THE DUCT PENETRATED THE EXISTING EXTERIOR WALL TO ENSURE PROPER WALL INTEGRITY.
 - 2 REMOVE AND DEMOLISH THE RETURN GRILLE . REPAIR AND RESTORE THE AREA WHERE THE DUCT PENETRATED THE EXISTING EXTERIOR WALL TO ENSURE PROPER WALL INTEGRITY.
 - 3 REMOVE AND DEMOLISH THE TRANSFER GRILLE .
 - 4 REMOVE AND DEMOLISH THE KITCHEN HOOD, EXHAUST DUCT, EXHAUST FAN, AND ALL RELATED ACCESSORIES. REPAIR AND RESTORE THE AREA WHERE THE DUCT PENETRATED THE EXISTING EXTERIOR WALL TO ENSURE PROPER WALL INTEGRITY.
 - 5 REMOVE AND DEMOLISH RESTROOM'S EXHAUST FAN, AND ALL RELATED ACCESSORIES. REPAIR AND RESTORE THE AREA WHERE THE DUCT PENETRATED THE EXISTING EXTERIOR WALL TO ENSURE PROPER WALL INTEGRITY.
 - 6 REMOVE AND DEMOLISH WATER HEATER HEATER'S VENT PIPE, PREPARE THE EXISTING HOLE FOR NEW VENT.
 - 7 REMOVE AND DEMOLISH THE SUPPLY DUCT, REGISTER, AND ALL RELATED ACCESSORIES.
 - 8 RETAIN AND PROTECT THE EXISTING ROOFTOP UNIT IN PLACE. CONTRACTOR TO EVALUATE THE UNIT'S FUNCTIONALITY AND REPORT ANY DEFICIENCIES FOR REPAIR OR MAINTENANCE.

 **01** MECHANICAL REFLECTED CEILING PLAN-DEMO
3/16" = 1'-0"
TRUE

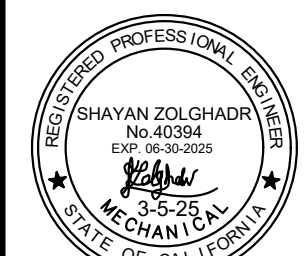


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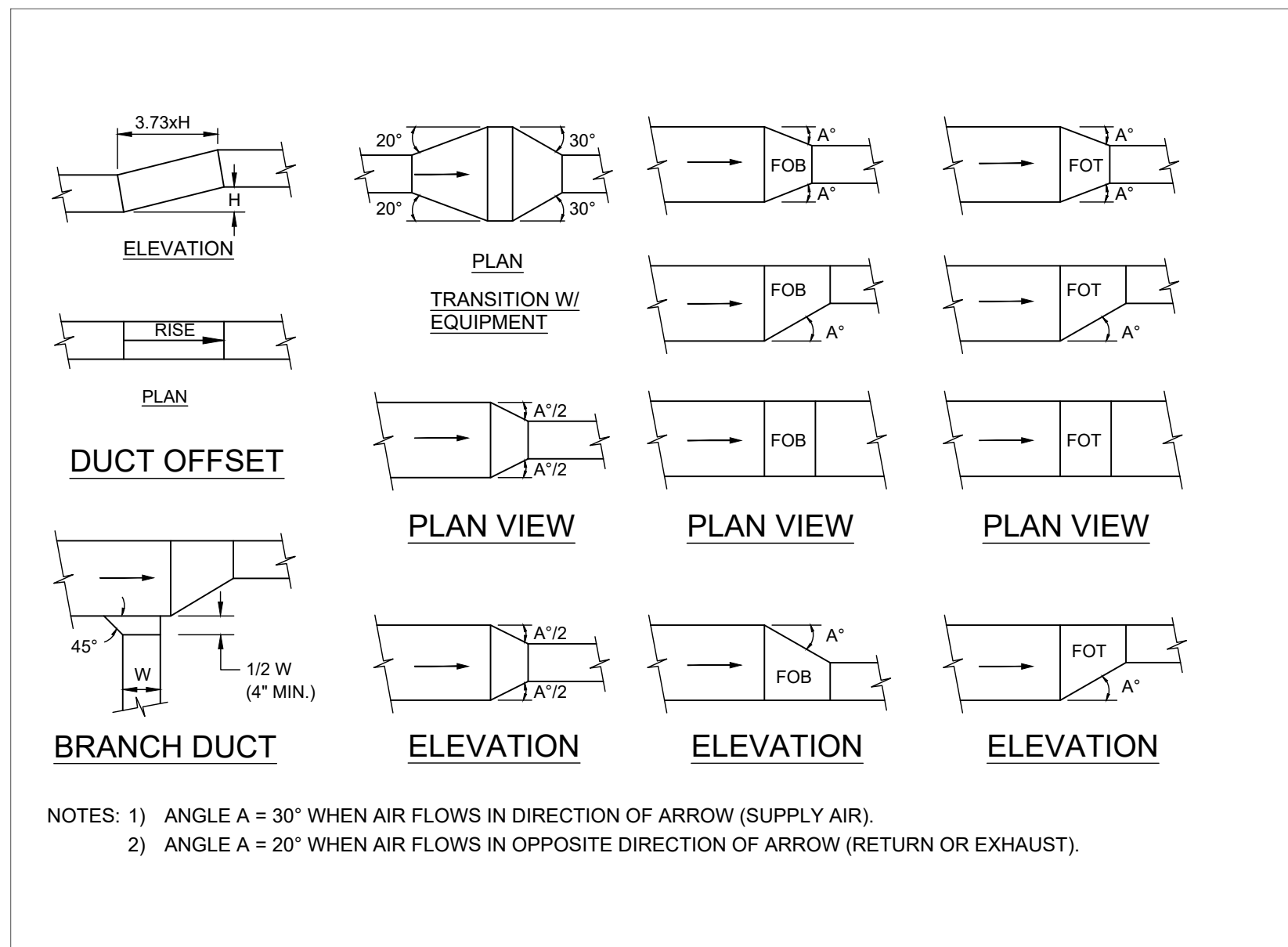
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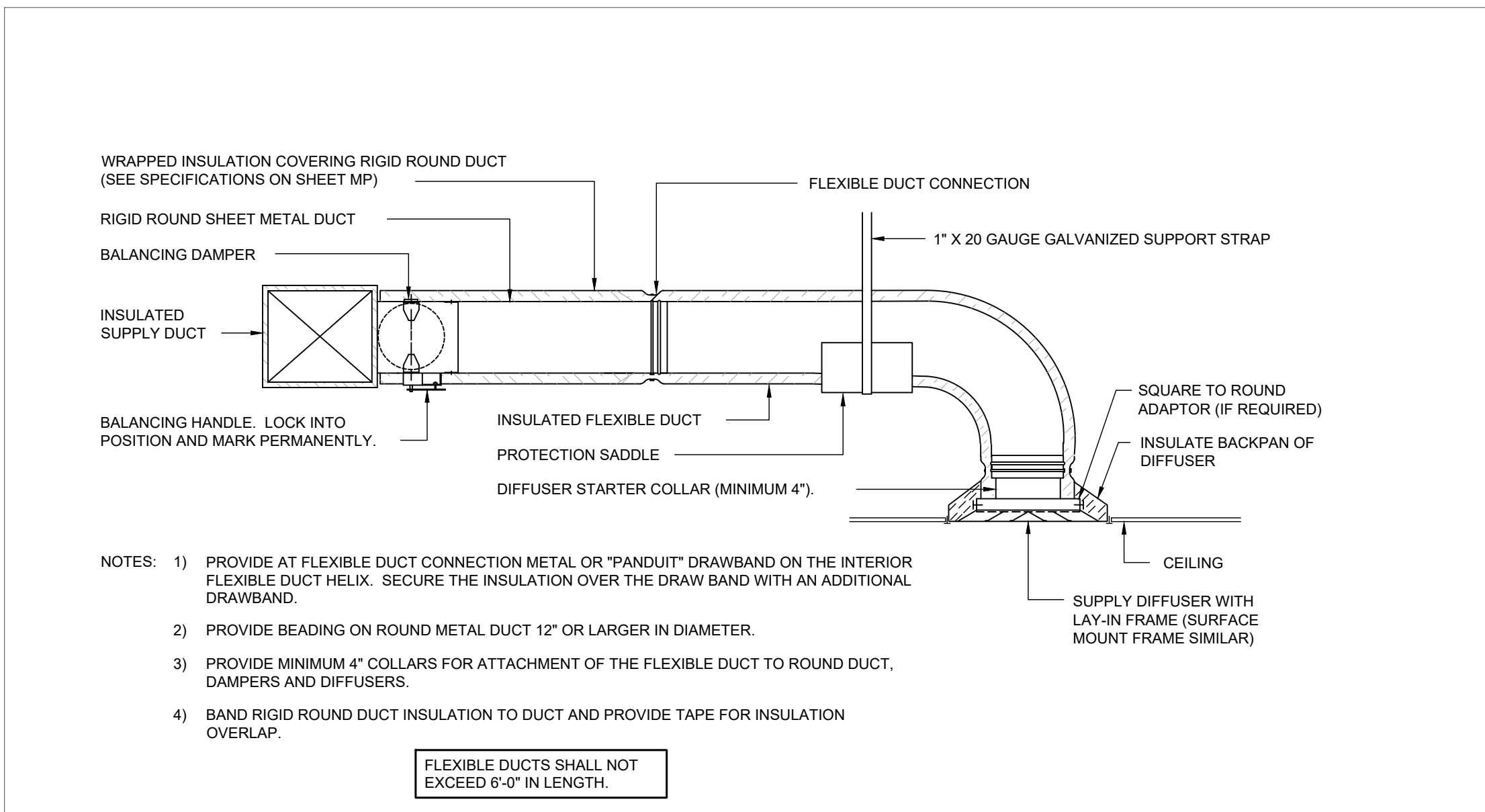
MECHANICAL REFLECTED CEILING PLAN - DEMO

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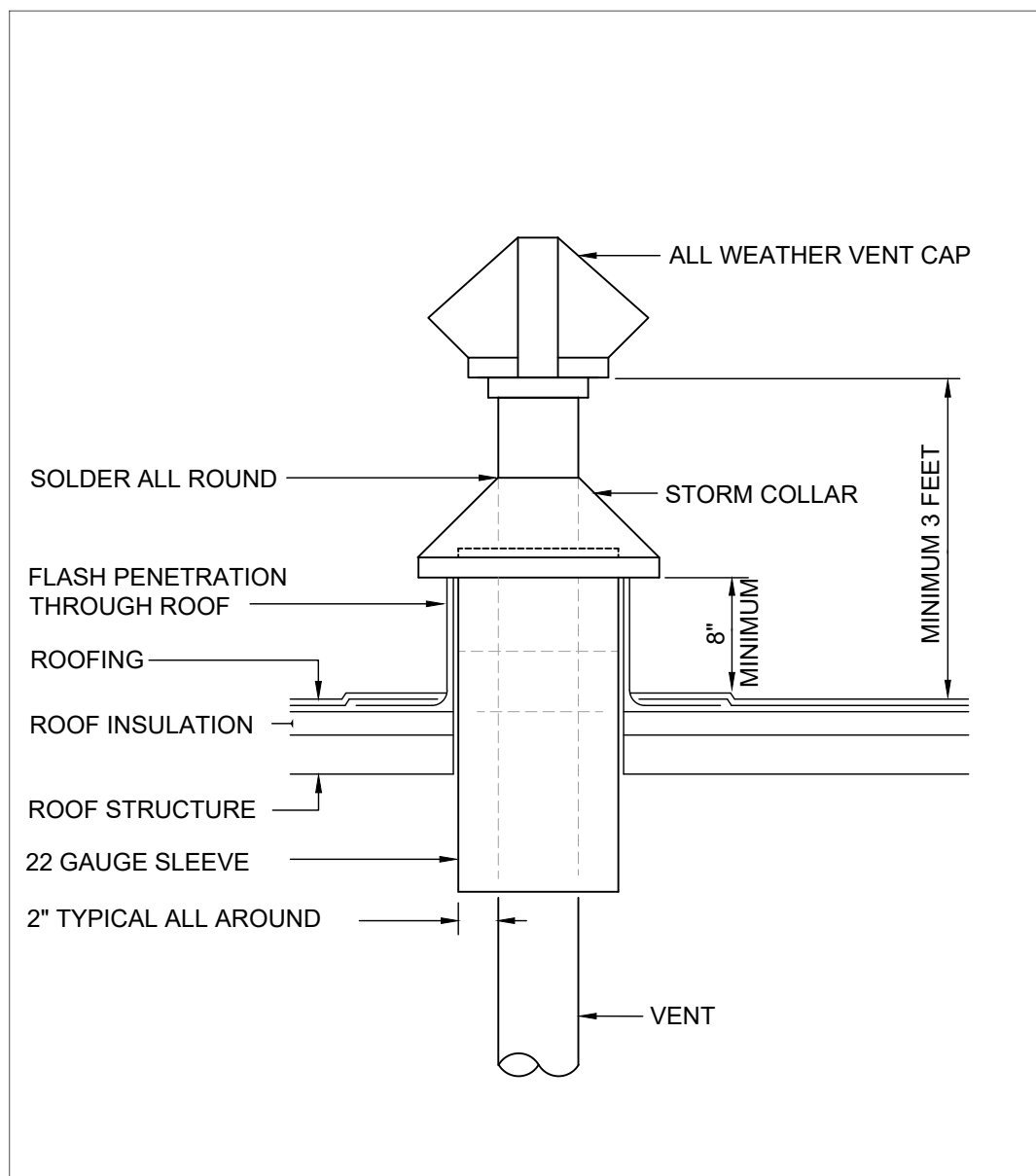
M2.0



01 LOW VELOCITY DUCT FITTINGS DETAIL
REFER TO SHEET M1.0



02 DIFFUSER CONNECTION DETAIL - FLEX DUCT
REFER TO SHEET M1.0



03 VENT THROUGH ROOF DETAIL
REFER TO SHEET M1.0



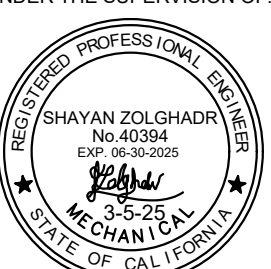
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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 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) 422-4153.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



SHAYAN ZOLGHADR
No. 40394
EXP. 06/30/2025
REGISTERED PROFESSIONAL ENGINEER
MECHANICAL
STATE OF CALIFORNIA



INFRASTRUCTURE ARCHITECTS
iARCH
100 Progress, Suite 110, Irvine, CA 92618
www.infrastructurearchitects.com

DESIGNED BY: iArch
DRAWN BY: iArch
CHECKED BY: iArch DATE:

CITY OF MONTEBELLO



Department of Public Works

SENIOR CENTER RENOVATION
115 South Taylor Ave. , Montebello , CA 90640

MECHANICAL DETAILS

Sheet Number:

M4.0

STATE OF CALIFORNIA

MECHANICAL SYSTEMS

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

NRCC-MCH-E

Project Name: Montebello Senior Center

Report Page: (Page 1 of 12)

Project Address: 115 SOUTH TAYLOR AVE., MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T18:50:27-05:00

A. GENERAL INFORMATION

01 Project Location (city)	Montebello	04 Total Conditioned Floor Area	3450
02 Climate Zone	9	05 Total Unconditioned Floor Area	0
03 Occupancy Types Within Project:		06 # of Stories (Habitable Above Grade)	0

• All Other Occupancies

B. PROJECT SCOPE

This table includes mechanical systems or components that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.4, 170.2(b) or 141.0(b)2 and 180.2(b)2 for alterations.

01	02	03
Air System(s)	Wet System Components	Dry System Components
☒ Heating Air System	☐ Water Economizer	☐ Air Economizer
☒ Cooling Air System	☐ Pumps	☐ Electric Resistance Heat
Mechanical Controls	☐ System Piping	☒ Fan Systems
☒ Mechanical Controls (existing to remain, altered or new)	☐ Cooling Towers	☒ Ductwork (existing to remain, altered or new)
	☐ Chillers	☒ Ventilation
	☐ Boilers	☐ Zonal Systems/ Terminal Boxes

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Report Version: 2022.0.000

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STATE OF CALIFORNIA

MECHANICAL SYSTEMS

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

NRCC-MCH-E

Project Name: Montebello Senior Center

Report Page: (Page 2 of 12)

Date Prepared: 2025-02-24T18:50:27-05:00

C. COMPLIANCE RESULTS

Table C will indicate if the project data input into the compliance document is compliant with mechanical requirements. This table is not editable by the user. If this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D., or the table indicated as not compliant for guidance.

01		02		03		04		05		06		07		08		09
System Summary 110.1, 110.2, 140.4, 170.2(c)	AND	Pumps 140.4(k), 170.2(c)4i	AND	Fans/Economizers 140.4(c), 140.4(e), 170.2(c)	AND	System Controls 110.2, 120.2, 140.4(f), 170.2(c)	AND	Ventilation 120.1, 160.2	AND	Terminal Box Controls 140.4(d), 170.2(c)4B	AND	Distribution 120.3, 140.4(i), 160.2, 160.3	AND	Cooling Towers 110.2(e)2		Compliance Results
(See Table F)		(See Table G)		(See Table H)		(See Table I)		(See Table J)		(See Table K)		(See Table L)		(See Table M)		
Yes	AND		AND	Yes	AND	Yes	AND	Yes	AND		AND	Yes	AND			COMPLIES with Exceptional Conditions
Mandatory Measures Compliance (See Table Q for Details)										COMPLIES						

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

The permit applicant has indicated on Table J that ventilation calculations have been attached or included elsewhere on the plans.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Space Conditioning System Information

01	02	03	04	05	06	07	08	09	10	11
System Name	Quantity	System Serving	System Status	Space Type	Utilizing Recovered Heat					
AHU-1, HP-2	1	Single zone	New/ Addition	School or Classroom	☐					

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STATE OF CALIFORNIA

MECHANICAL SYSTEMS

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

NRCC-MCH-E

Project Name: Montebello Senior Center

Report Page: (Page 3 of 12)

Date Prepared: 2025-02-24T18:50:27-05:00

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Space Conditioning System Information

01	02	03	04	05	06	07	08	09	10	11
System Name	Quantity	System Serving	System Status	Space Type	Utilizing Recovered Heat					
AHU-1, HP-2	1	Single zone	New/ Addition	Office	☐					

Dry System Equipment Sizing (includes air conditioners, condensers, heat pumps, VRF, furnaces and unit heaters and DOAS systems)

01	02	03	04	05	06	07	08	09	10	11
Name or Item Tag	Equipment Category per Tables 110.2, 140.4(a)2 and 170.2(c)3aai	Equipment Type per Tables 110.2 and Title 20	Smallest Size Available ¹ 140.4(a) and 170.2(c)1	Heating Output ^{2,3}	Rated (kBtu/h)	Supp. Heating Output (kBtu/h)	Cooling Output ^{2,3}	Rated (kBtu/h)	Total Heating Load (kBtu/h)	Total Sensible Cooling Load (kBtu/h)
AHI-1, HP-1	Unitary Heat Pumps (no elec. resistance)	Air-cooled, split (3 phase)	Yes	57,000	60,000	0	43,000	60,000	48600	33,500
AHU-1, HP-2	Unitary Heat Pumps (no elec. resistance)	Air-cooled, split (1phase)	Yes	17,800	24,000	0	18,200	24,000	17800	16,300

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¹FOOTNOTES: Equipment shall be the smallest size, within the available options of the desired equipment line, necessary to meet the design heating and cooling loads of the building per 140.4(a) and 170.2(c)1. Healthcare facilities are excepted.

²It is common practice to show rated output capacity on the equipment schedule. Sensible cooling output comes from specification sheet tables.

³ If equipment is heating only, leave cooling output and load blank. If equipment is cooling only, leave heating output and load blank.

⁴ Authority Having Jurisdiction may ask for load calculations used for compliance per 140.4(b) and 170.2(c).

STATE OF CALIFORNIA

MECHANICAL SYSTEMS

CALIFORNIA ENERGY COMMISSION

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NRCC-MCH-E

Project Name: Montebello Senior Center

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Date Prepared: 2025-02-24T18:50:27-05:00

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Dry System Equipment Efficiency (other than Package Terminal Air Conditioners (PTAC) and Package Terminal Heat Pumps (PTHP), DX-DOAS and Dual Fuel Heat Pumps)

01	02	03	04	05	06	07	08	09
Name or Item Tag	Size Category (Btu/h)	Rating Condition (°F)	Efficiency Unit	Minimum Efficiency Required per Tables 110.2 / Title 20	Design Efficiency	Efficiency Unit	Minimum Efficiency Required per Tables 110.2 / Title 20	Design Efficiency
AHI-1, HP-1	<65,000		HSPF	8.2	8.7	SEER	14	15
AHU-1, HP-2	<65,000		HSPF2	7.5	8.7	SEER2	14.3	16

G. PUMPS

This section does not apply to this project.

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STATE OF CALIFORNIA

MECHANICAL SYSTEMS

CALIFORNIA ENERGY COMMISSION

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NRCC-MCH-E

Project Name: Montebello Senior Center

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Date Prepared: 2025-02-24T18:50:27-05:00

H. FAN SYSTEMS & AIR ECONOMIZERS

This table is used to demonstrate compliance with prescriptive requirements found in 140.4(c), 140.4(e), 140.4(m), 170.2(c)3, and 170.2(c)4A for fan systems. Fan systems serving only process loads are exempt from these requirements and do not need to be included in Table H.

System Name	SF-1(For AHU-1)	Quantity	1	Fan System Status	New	System Zoning	all other systems	Serving Dwelling Units	Not Serving Dwelling Units	Fan System Airflow (cfm)	2,000	Site Elevation	1,000	Economizer	Differential Enthalpy
01	02	03	04	05	06	07	08	09	10	11					
Fan Name or Item Tag	Fan Type	Qty	Component	Airflow through Component (%)	Water Gauge (w.g)	Component Allowance (watt/cfm)	Fan Allowance (watt/cfm) ¹	Design Electrical Input Power Method	Motor Nameplate Horsepower	Fan Electrical Input Power (kW)					
SF-1	Supply	1	Economizer Return Damper	100		0.046									
			MERV 13-16 Filter downstream of thermal conditioning equipment	100		0.231	0.277	Manufacturer provided		1					
Supply Fan Base Allowance (watt/cfm)	0.232		Exhaust/Return/Relief/Transfer Fan Base Allowance(watt/cfm)	0	Fan System Allowance (kW) ³	1.01	Fan System Electrical Input Power (kW)	1							

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STATE OF CALIFORNIA

MECHANICAL SYSTEMS

CALIFORNIA ENERGY COMMISSION

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NRCC-MCH-E

Project Name: Montebello Senior Center

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H. FAN SYSTEMS & AIR ECONOMIZERS

System Name	SF-2(For AHU-2)	Quantity	1	Fan System Status	New	System Zoning	all other systems	Serving Dwelling Units	Not Serving Dwelling Units	Fan System Airflow (cfm)	800	Site Elevation	1,000	Economizer	NA: <=33 kBtu/h cooling
01	02	03	04	05	06	07	08	09	10	11					
Fan Name or Item Tag	Fan Type	Qty	Component	Airflow through Component (%)	Water Gauge (w.g)	Component Allowance (watt/cfm)	Fan Allowance (watt/cfm) ¹	Design Electrical Input Power Method	Motor Nameplate Horsepower	Fan Electrical Input Power (kW)					
SF-2	Supply	1	MERV 13-16 Filter downstream of thermal conditioning equipment	100		0.231	0.231	Manufacturer provided		0.95					
Supply Fan Base Allowance (watt/cfm)			Exhaust/Return/Relief/Transfer Fan Base Allowance(watt/cfm)		Fan System Allowance (kW) ³		Fan System Electrical Input Power (kW)	0.95							

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¹ FOOTNOTES: Fans serving spaces with design background noise goals below NC35

² Low-turndown single-zone VAV fan system must be capable of and configured to reduce airflow to 50 percent of design airflow and use no more than 30 percent of the design wattage at that airflow. No more than 10 percent of the design load served by the equipment shall have fixed loads.

³ Fan system allowance includes fan system base allowance.

⁴ Filter pressure loss can only be counted once per fan system.

⁵ Complex Fan System means a fan system that combines a single cabinet fan system with other supply fans, exhaust fans, or both.

⁶ Computer room economizers must meet requirements of 140.9(a) and will be documented on the NRCC-PRC-E document..

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

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Project Name: Montebello Senior Center

Report Page: (Page 7 of 12)

Date Prepared: 2025-02-24T18:50:27-05:00

H. EXHAUST AIR HEAT RECOVERY 140.4(q), 170.2(c)4O

Fan System Name	Qty	Hours of Operation per Year	Design Supply Airflow Rate	Outdoor Airflow	% Outdoor Air at Full Design Airflow	Exemptions to Exhaust Air Heat Recovery Requirement per 140.4(q) & 170.2(c)4O	Exhaust Air Heat Recovery 140.4(q) & 170.2(c)4O	Type Of Heat Recovery Rating	Required Recovery Ratio	Energy Recovery Bypass
SF-1(For AHU-1)	1	< 8,000	2,000	550	28	No Exemptions Apply	Not Required			
SF-2(For AHU-2)	1	< 8,000	800	100	13	No Exemptions Apply	Not Required			

Fan Energy Index (FEI)

01	02	03
Name or Item Tag	FEI Exception	FEI
SF-1	<1.00 HP or 0.89 kW	
SF-2	<1.00 HP or 0.89 kW	

I. SYSTEM CONTROLS

This table is used to demonstrate compliance with mandatory controls in 110.2 and 120.2 and prescriptive controls in 140.4(f) and (n), 170.2(c)4D, 170.2(c)4L or requirements in 141.0(b)2E, 180.2(b)2 for altered space conditioning systems.

01	02	03	04	05	06	07	08	09	10
System Name	System Zoning	Conditione d Floor Area Being Served (ft²)	Thermostats 110.2(b) & (c)¹, 120.2(a) 160.3(a)2A or 141.0(b)2E & 180.2(b)2	Shut-Off Controls 120.2(e) & 160.3(a)2D	Isolation Zone Controls 120.2(g) & 160.3(a)2F	Demand Response 110.12, 120.2(b) & 160.3(a)2B	Supply Air Temp. Reset 140.4(f) & 170.2(c)4D	Window Interlocks per 140.4(n) & 170.2(c)4D	Direct Digital Control (DDC) per 120.2
T1,T2 & T-3	Single zone	<= 25,000 ft²	Setback	Occ. Sensor	Auto Timer Switch	DR Tstat per 110.12	Included	NA: Alteration Project	NA: Single Zone

¹FOOTNOTES: Gravity gas wall heaters, gravity floor heaters, gravity room heaters, non-central electric heaters, fireplaces or decorative gas appliances, wood stoves are not required to have setback thermostats.

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CALIFORNIA ENERGY COMMISSION

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Project Name: Montebello Senior Center

Report Page: (Page 8 of 12)

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J. VENTILATION AND INDOOR AIR QUALITY

This table is used to demonstrate compliance with mandatory ventilation requirements in 120.1, 120.2(e)3B, 140.4(p) and 140.4(q) for all nonresidential and hotel/motel and d:124refnolink/160.2, 160.3(a)3D, 170.2(a)4N, 170.2(a)4O for high-rise residential occupancies. For alterations, only ventilation systems being altered within the scope of the permit application need to be documented in this table. In lieu of this table, the required outdoor ventilation rates and airflows may be shown on the plans or the calculations can be presented in a spreadsheet.

01	☒	Check the box if the project is showing ventilation calculations on the plans, or attaching the calculations instead of completing this table.
02	☐	Check this box if the project included Nonresidential, Hotel/Motel Spaces or Multifamily Common Use Spaces
03	☐	Check the box if the project is using natural ventilation in any nonresidential or hotel/motel spaces to meet required ventilation rates per 120.1(c)2.

K. TERMINAL BOX CONTROLS

This section does not apply to this project.

L. DISTRIBUTION (DUCTWORK and PIPING)

This table is used to show compliance with mandatory pipe insulation requirements found in 120.3 and mandatory requirements found in 120.4(g) for duct sealing.

01	☐	Insulation shall be protected from damage, including that due to sunlight, moisture, equipment maintenance, and wind. Insulation exposed to weather shall be installed with a cover suitable for outdoor service. Insulation covering chilled water piping and refrigerant suction piping located outside the conditioned space shall have a Class I or Class II vapor retarder. All penetrations and joints of which shall be sealed.
----	--------------------------	--

Duct Leakage Testing

The answers to the questions below apply to the following duct systems:	NR/ Common Use: Duct leakage testing shall not exceed 6% per NA7.5.3 required for these systems?	No
---	--	----

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

NRCC-MCH-E

Project Name: Montebello Senior Center

Report Page: (Page 9 of 12)

Date Prepared: 2025-02-24T18:50:27-05:00

L. DISTRIBUTION (DUCTWORK and PIPING)

		Complete new duct work	Dwelling Units: Total duct leakage of duct system shall not exceed 12% or duct system to outside shall not exceed 6% per RA3.1.4 required for systems?	---
			Duct leakage testing per CMC Section 603.9.2 required for these systems?	Yes
11	No	The scope of the project includes only duct systems serving healthcare facilities		
12	Yes	Duct system provides conditioned air to an occupiable space for a constant volume, single zone, space-conditioning system.		
13	Yes	The space conditioning system serves less than 5,000 ft² of conditioned floor area.		
14	No	The combined surface area of the ducts is more than 25% of the total surface area of the entire duct system.		
15	No	The scope of the project includes extending an existing duct system, which is constructed, insulated or sealed with asbestos.		
16	No	The scope of the project includes an existing duct system that is documented to have been previously sealed as confirmed through field verification and diagnostic testing in accordance with procedures in the Reference Nonresidential Appendix NA2.		
17	Yes	All Ductwork and plenums with pressure class ratings shall be constructed to Seal Class A		
18	No	All ductwork is an extension of an existing duct system		
19	No	Ductwork serving individual dwelling unit		
20		< 25 ft of new or replacement space conditioning ducts installed		
21	R-6	Duct Insulation R-value		
22	No	Ductwork Existing To Remain		
23	No	Duct System Connected To Altered Space Conditioning System		

M. COOLING TOWERS

This section does not apply to this project.

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Project Name: Montebello Senior Center

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N. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-4>

Form/Title

NRCI-MCH-01-E - Must be submitted for all buildings

O. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-4>

Form/Title	Systems/Spaces To Be Field Verified
NRCA-MCH-02-A - Outdoor Air must be submitted for all newly installed HVAC units. Note: MCH-02-A can be performed in conjunction with MCH-07-A Supply Fan VFD Acceptance (if applicable) since testing activities overlap.	
NRCA-MCH-03-A - Constant Volume Single Zone HVAC NOTE: This form does not automatically move to "Yes". If Constant Volume Single Zone HVAC Systems are included in the scope, permit applicant should move this form to "Yes".	T1,T2 & T-3
NRCA-MCH-05-A - Air Economizer Controls	SF-1(For AHU-1)
NRCA-MCH-16-A Supply Air Temperature Reset Controls	T1,T2 & T-3
NRCA-MCH-19-A Occupancy Sensor Controls	T1,T2 & T-3

P. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION

There are no NRCV forms required for this project.

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NRCC-MCH-E

Project Name: Montebello Senior Center

Report Page: (Page 11 of 12)

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Q. MANDATORY MEASURES DOCUMENTATION LOCATION

This table is used to indicate where mandatory measures are documented in the plan set or construction documentation.

01	02
Compliance with Mandatory Measures documented through MCH	Yes
Mandatory Measures Note Block	Plan sheet or construction document location M5.1

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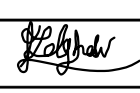
Project Name: Montebello Senior Center

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DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

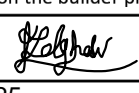
I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Shayan Zolghadr	Documentation Author Signature: 
Company:	Signature Date: 2/26/2025
Address:	CEA/HERS Certification Identification (if applicable):
City/State/Zip:	Phone:

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Shayan Zolghadr	Responsible Designer Signature: 
Company:	Date Signed: 2/26/2025
Address:	License: M 40384
City/State/Zip:	Phone:

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REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



REGISTERED PROFESSIONAL ENGINEER
SHAYAN ZOLGHADR
No. 40384
Exp. 06/30/2025
STATE OF CALIFORNIA
MECHANICAL



INFRASTRUCTURE ARCHITECTS
iARCH
100 Progress, Suite 110, Irvine, CA 92618
www.infrastructurearchitects.com

DESIGNED BY: iArch

DRAWN BY: iArch

CHECKED BY: iArch DATE:

CITY OF MONTEBELLO



Department of Public Works

SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

MECHANICAL TITLE 24

Sheet Number:

M5.1

P.N.: 2.1000.03

CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT

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Space Conditioning Mandatory Measures:

110.2 CERTIFICATION BY MANUFACTURERS

ANY SPACE CONDITIONING EQUIPMENT LISTED IN §110.2 SHALL ONLY BE INSTALLED IF CERTIFIED TO THE ENERGY COMMISSION TO MEET ALL APPLICABLE §110.2 REQUIREMENTS.

110.2(a) SPACE CONDITIONING EQUIPMENT EFFICIENCY

EQUIPMENT SHALL MEET APPLICABLE EFFICIENCY REQUIREMENTS IN TABLE 110.2-A THROUGH TABLE 110.2-N.

110.2(c) SETBACK THERMOSTATS

ALL HEATING OR COOLING SYSTEMS NOT CONTROLLED BY A CENTRAL ENERGY MANAGEMENT CONTROL SYSTEM (EMCS) SHALL HAVE A SETBACK THERMOSTAT WITH CLOCK MECHANISM THAT ALLOWS THE BUILDING OCCUPANT TO PROGRAM THE TEMPERATURE SETPOINTS FOR AT LEAST FOUR PERIODS WITHIN 24 HOURS.

110.5 PILOT LIGHTS PROHIBITED FOR NATURAL GAS EQUIPMENT

PILOT LIGHTS ARE PROHIBITED ON NATURAL GAS FAN-TYPE CENTRAL FURNACES, POOL HEATERS, SPA HEATERS, AND FIREPLACES.

110.8(a) INSULATION CERTIFICATION

INSTALLED INSULATION SHALL BE CERTIFIED BY THE DEPARTMENT OF CONSUMER AFFAIRS PER TITLE 24, PART 12, CHAPTERS 12-13, ARTICLE 3 "STANDARDS FOR INSULATING MATERIAL."

110.8(b) UREA FORMALDEHYDE INSULATION

UREA FORMALDEHYDE INSULATION SHALL NOT BE INSTALLED UNLESS IN EXTERIOR SIDE WALLS WITH A FOUR-MIL-THICK PLASTIC POLYETHYLENE VAPOR RETARDER OR EQUIVALENT PLASTIC SHEATHING VAPOR RETARDER INSTALLED BETWEEN THE UREA FORMALDEHYDE FOAM INSULATION AND THE INTERIOR SPACE.

110.8(c) INSULATING MATERIAL

ALL INSULATING MATERIALS SHALL BE INSTALLED IN COMPLIANCE WITH THE FLAME SPREAD RATING AND SMOKE DENSITY REQUIREMENTS OF THE CALIFORNIA BUILDING CODE.

110.8(d) DUCTS

IF INSULATION IS INSTALLED ON AN EXISTING SPACE-CONDITIONING DUCT, IT SHALL COMPLY WITH SECTION 604.0 OF THE CMC.

120.1(a) GENERAL VENTILATION AND INDOOR AIR QUALITY REQUIREMENTS

ALL OCCUPABLE SPACES IN HOTEL/MOTEL AND NONRESIDENTIAL BUILDINGS OTHER THAN HEALTHCARE SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF §120.1(a) THROUGH (g). THE REQUIRED OUTDOOR AIR VENTILATION RATE AND AIR-DISTRIBUTION SYSTEM DESIGN SHALL BE CLEARLY IDENTIFIED ON THE PLANS.

120.1(c)2 NATURAL VENTILATION

NATURALLY VENTILATED SPACES SHALL BE DESIGNED IN ACCORDANCE WITH 120.1(c)2A THROUGH 120.1(c)2C AND INCLUDE A MECHANICAL VENTILATION SYSTEMS DESIGNED IN ACCORDANCE WITH 120.1(c)3.

120.1(c)3 MECHANICAL VENTILATION

OCCUPABLE SPACES SHALL BE VENTILATED WITH A MECHANICAL VENTILATION SYSTEM CAPABLE OF PROVIDING AN OUTDOOR AIRFLOW RATE (V_2) TO THE ZONE NO LESS THAN EQUATION 120.1-F.

120.1(d) TIMES OF OCCUPANCY

MINIMUM OUTDOOR AIR RATE SHALL BE MET AT TIMES WHEN THE SPACE IS USUALLY OCCUPIED IN ACCORDANCE WITH 120.1(c).

120.1(d)2 PRE-OCCUPANCY

THE LESSER OF THE MINIMUM RATE OF OUTDOOR AIR REQUIRED BY SECTION 120.1(c) OR THREE COMPLETE AIR CHANGES SHALL BE SUPPLIED TO THE ENTIRE BUILDING DURING THE 1-HOUR PERIOD IMMEDIATELY BEFORE THE BUILDING IS NORMALLY OCCUPIED.

Space Conditioning Mandatory Measures:

120.1(d)3 REQUIRED DEMAND CONTROL VENTILATION

DCV CONTROLS ARE REQUIRED FOR A SPACE WITH A DESIGN OCCUPANCY DENSITY $\geq$ 25 PEOPLE/1,000 FT² IF THE SYSTEM SERVING THE SPACE HAS ONE OR MORE OF THE FOLLOWING

- AN AIR ECONOMIZER
- MODULATING OUTSIDE AIR CONTROL
- DESIGN OUTDOOR AIRFLOW RATE > 3,000 CFM

120.1(f) DESIGN AND CONTROL REQUIREMENTS FOR QUANTITIES OF OUTDOOR AIR

120.1(f)1 ALL MECHANICAL VENTILATION AND SPACE-CONDITIONING SYSTEMS SHALL BE DESIGNED WITH AND HAVE INSTALLED DUCTWORK, DAMPERS, AND CONTROLS TO ALLOW OA RATES TO BE OPERATED AT NO LESS THAN THE LARGER OF: 120.1(c)3 MINIMUMS OR THE RATE REQUIRED FOR MAKE-UP OF EXHAUST SYSTEMS FOR AN EXEMPT OR COVERED PROCESS, CONTROL OF ODORS, OR CONTAMINANT REMOVAL IN A SPACE.

120.1(f)3 MEASURED OA RATES OF CONSTANT VOLUME SYSTEMS SHALL BE TESTED TO CONFIRM THEIR ABILITY TO OPERATE WITHIN 10% OF THE DESIGN MINIMUM OUTSIDE AIR RATE.

120.1(g) AIR CLASSIFICATION AND RECIRCULATION LIMITATIONS

AIR CLASSIFICATION AND RECIRCULATION LIMITATIONS OF AIR SHALL BE BASED ON TABLE 120.1-A OR TABLE 120.1-C, AND IN ACCORDANCE WITH 120.1(g)1 THROUGH 4.

120.2(a) THERMOSTAT CONTROLS

HEATING AND COOLING SUPPLY TO EACH SPACE-CONDITIONING ZONE OR DWELLING UNIT SHALL BE CONTROLLED BY AN INDIVIDUAL THERMOSTATIC CONTROL THAT RESPONDS TO TEMPERATURE IN THE ZONE AND MEETS 120.2(b) REQUIREMENTS.

120.2(b) ZONAL THERMOSTAT CONTROLS

120.2(b)4 THERMOSTATIC CONTROLS FOR ALL SINGLE ZONE AIR CONDITIONERS AND HEAT PUMPS SHALL COMPLY WITH THE REQUIREMENTS OF 110.2(c) AND 110.12(a) AND, IF EQUIPPED WITH DDC TO THE ZONE LEVEL WITH THE AUTOMATIC DEMAND SHED CONTROLS OF 110.12(b).

120.2(e)1 AUTOMATIC SHUT-OFF FOR SPACE-CONDITIONING SYSTEMS

EACH SPACE-CONDITIONING SYSTEM SHALL BE INSTALLED WITH ONE OF THE FOLLOWING CONTROLS CAPABLE OF AUTOMATICALLY SHUTTING OFF THE SYSTEM DURING PERIODS OF NONUSE:

- AUTOMATIC TIME SWITCH CONTROL PER 110.9, WITH ACCESSIBLE MANUAL OVERRIDE ALLOWING SYSTEM OPERATION FOR UP TO 4 HOURS, OR
- AN OCCUPANCY SENSOR, OR
- A 4-HOUR TIMER THAT CAN BE MANUALLY OPERATED.

120.2(e)2 AUTOMATIC RESTART FOR SPACE-CONDITIONING SYSTEMS

EACH SPACE-CONDITIONING SYSTEM SHALL BE INSTALLED WITH CONTROLS THAT SHALL AUTOMATICALLY RESTART AND TEMPORARILY OPERATE THE SYSTEM AS REQUIRED TO MAINTAIN:

- 120.2(e)2A A SETBACK HEATING THERMOSTAT SETPOINT IF THE SYSTEM PROVIDES MECHANICAL HEATING, AND
- 120.2(e)2B A SETUP COOLING THERMOSTAT SETPOINT IF THE SYSTEM PROVIDES MECHANICAL COOLING.

120.2(f) DAMPERS FOR AIR SUPPLY AND EXHAUST EQUIPMENT

OUTDOOR AIR SUPPLY AND EXHAUST EQUIPMENT SHALL BE INSTALLED WITH DAMPERS THAT AUTOMATICALLY CLOSE UPON FAN SHUTDOWN.

Space Conditioning Mandatory Measures:

120.2(g) ISOLATION AREA DEVICES

EACH SPACE-CONDITIONING SYSTEM SERVING MULTIPLE ZONES WITH A COMBINED CONDITIONED FLOOR AREA OF MORE THAN 25,000 FT² SHALL BE DESIGNED, INSTALLED AND CONTROLLED TO SERVE ISOLATION AREAS.

- EACH ZONE, OR COMBINATION OF ZONES <25,000 FT², SHALL BE A SEPARATE ISOLATION AREA.
- EACH ISOLATION AREA SHALL BE PROVIDED WITH ISOLATION DEVICES, SUCH AS VALVES OR DAMPERS THAT ALLOW THE SUPPLY OF HEATING OR COOLING TO BE REDUCED OR SHUT-OFF INDEPENDENTLY OF OTHER ISOLATION AREAS.
- EACH ISOLATION AREA SHALL BE CONTROLLED BY A DEVICE MEETING THE REQUIREMENTS OF 120.2(e)1.

120.2(h) AUTOMATIC DEMAND SHED CONTROLS

SHALL MEET REQUIREMENTS IN 110.12

110.12(a) DEMAND RESPONSIVE (DR) CONTROL REQUIREMENTS:

1. EITHER CERTIFIED OPENADR 2.0a, OPENADR 2.0b VIRTUAL END NODE (VEN); OR CERTIFIED BY THE MANUFACTURER AS BEING CAPABLE OF RESPONDING TO A DR SIGNAL FROM A CERTIFIED OPENADR 2.0b VIRTUAL END NODE BY AUTOMATICALLY IMPLEMENTING THE CONTROL FUNCTIONS REQUESTED BY THE VIRTUAL END NODE FOR THE EQUIPMENT IT CONTROLS.
2. CAPABLE OF COMMUNICATING USING WI-FI, ZIGBEE, BACNET, ETHERNET, AND/OR HARD-WIRING.
3. MAY INCORPORATE AND USE ADDITIONAL PROTOCOLS BEYOND THOSE SPECIFIED IN 110.12(a)1 AND 2.
4. SHALL CONTINUE TO PERFORM ALL OTHER CONTROL FUNCTIONS PROVIDED BY THE CONTROL WHEN COMMUNICATIONS ARE DISABLED.
5. THERMOSTATS SHALL COMPLY WITH REFERENCE JOINT APPENDIX 5 (IAS)

110.12(b) NONRESIDENTIAL HVAC SYSTEMS WITH DDC TO THE ZONE LEVEL SHALL BE PROGRAMMED TO ALLOW CENTRALIZED DEMAND SHED FOR NON-CRITICAL ZONES. CONTROLS SHALL BE CAPABLE OF:

1. REMOTELY INCREASING THE OPERATING COOLING TEMPERATURE SETPOINTS BY 4 DEGREES OR MORE IN ALL NON-CRITICAL ZONES ON SIGNAL FROM A CENTRALIZED CONTACT OR SOFTWARE POINT WITHIN AN EMCS
2. REMOTELY DECREASING THE OPERATING HEATING TEMPERATURE SETPOINTS BY 4 DEGREES OR MORE IN ALL NON-CRITICAL ZONES ON SIGNAL FROM A CENTRALIZED CONTACT OR SOFTWARE POINT WITHIN AN EMCS
3. REMOTELY RESETTING THE TEMPERATURES IN ALL NON-CRITICAL ZONES TO ORIGINAL OPERATING LEVELS ON SIGNAL FROM A CENTRALIZED CONTACT OR SOFTWARE POINT WITHIN AN EMCS
4. PROVIDING AN ADJUSTABLE RATE OF CHANGE FOR THE TEMPERATURE INCREASE, DECREASE, AND RESET
5. THE FOLLOWING FEATURES:
 - A. DISABLED BY AUTHORIZED FACILITY OPERATORS
 - B. MANUAL CONTROL BY AUTHORIZED FACILITY OPERATORS
 - C. UPON RECEIPT OF A DR SIGNAL, SPACE-CONDITIONING SYSTEMS SHALL CONDUCT A CENTRALIZED DEMAND SHED, AS SPECIFIED IN 110.12(b)1 AND 110.12(b)2, FOR NON-CRITICAL ZONES DURING THE DR PERIOD

Space Conditioning Mandatory Measures:

120.2(j) DIRECT DIGITAL CONTROLS (DDC)

DDC TO THE ZONE SHALL BE PROVIDED AS SPECIFIED BY TABLE 120.2-A. THE DDC SYSTEM SHALL MEET CONTROL LOGIC REQUIREMENTS OF 120.1(D), 110.12(a) AND 110.12(b) AND BE CAPABLE OF ALL OF THE FOLLOWING:

1. MONITORING ZONE AND SYSTEM DEMAND FOR FAN PRESSURE, PUMP PRESSURE, HEATING AND COOLING
2. TRANSFERRING ZONE AND SYSTEM DEMAND INFORMATION FROM ZONES TO AIR DISTRIBUTION SYSTEM CONTROLLERS AND FROM AIR DISTRIBUTION SYSTEMS TO HEATING AND COOLING PLANT CONTROLLERS
3. AUTOMATICALLY DETECTING THE ZONES AND SYSTEMS THAT MAY BE EXCESSIVELY DRIVING THE RESET LOGIC AND GENERATE AN ALARM OR OTHER INDICATION TO THE SYSTEM OPERATOR
4. READILY ALLOW OPERATOR REMOVAL OF ZONE(S) FROM THE RESET ALGORITHM
5. FOR NEW BUILDINGS, TRENDING AND GRAPHICALLY DISPLAYING INPUT AND OUTPUT POINTS
6. RESETTING HEATING AND COOLING SETPOINTS IN ALL NON-CRITICAL ZONES UPON RECEIPT OF A SIGNAL FROM A CENTRALIZED CONTACT OR SOFTWARE POINT AS DESCRIBED IN 110.12(b).

120.2(k) OPTIMUM START/STOP CONTROLS

SPACE-CONDITIONING SYSTEMS WITH DDC TO THE ZONE SHALL HAVE OPTIMUM START/STOP CONTROLS. CONTROL ALGORITHM SHALL, AS A MINIMUM, BE A FUNCTION OF THE DIFFERENCE BETWEEN SPACE TEMPERATURE AND OCCUPIED SETPOINT, OUTDOOR AIR TEMP, AND AMOUNT OF TIME PRIOR TO SCHEDULED OCCUPANCY.

MASS RADIANT FLOOR SLAB SYSTEMS SHALL INCORPORATE FLOOR TEMPERATURE ONTO THE OPTIMUM START ALGORITHM.

120.4 AIR DISTRIBUTION SYSTEM DUCTS AND PLENUMS

PORTIONS OF SUPPLY- AND RETURN-AIR DUCTS CONVEYING HEATED OR COOLED AIR LOCATED IN ONE OR MORE OF THE FOLLOWING SPACES SHALL BE INSULATED TO A MINIMUM INSTALLED LEVEL OF R-8:

- OUTDOORS
- IN A SPACE BETWEEN THE ROOF AND AN INSULATING CEILING
- IN A SPACE DIRECTLY UNDER A ROOF WITH FIXED VENTS OR OPENINGS TO THE OUTSIDE OR UNCONDITIONED SPACES
- UNCONDITIONED SPACES, SUCH AS UNCONDITIONED CRAWLSPACE

PORTIONS OF SUPPLY-AIR DUCTS THAT ARE NOT IN ONE OF THESE SPACES, INCLUDING DUCTS BURIED IN CONCRETE SLAB, SHALL BE INSULATED TO A MINIMUM INSTALLED LEVEL OF R-4.2 (OR ANY HIGHER LEVEL REQUIRED BY CMC 605.0), OR BE ENCLOSED IN DIRECTLY CONDITIONED SPACE.

Space Conditioning Mandatory Measures:

120.4(b) DUCT AND PLENUM MATERIALS

120.4(b) FACTORY-FABRICATED DUCT SYSTEMS MUST:

- COMPLY WITH UL 181 FOR DUCTS AND CLOSURE SYSTEMS AND BE LABELED AS COMPLYING WITH UL 181
- ALL PRESSURE SENSITIVE TAPES, HEAT ACTIVATED TAPES, AND MASTICS USED IN MANUFACTURE OF RIGID FIBERGLASS DUCTS SHALL COMPLY WITH UL 181 AND UL 181A
- ALL PRESSURE SENSITIVE TAPES, AND MASTICS USED IN MANUFACTURE OF FLEXIBLE DUCTS SHALL COMPLY WITH UL 181 AND L 181B
- JOINTS AND SEAMS SHALL NOT BE SEALED WITH CLOTH BACK RUBBER ADHESIVE DUCT TAPES UNLESS COMBINED WITH MASTICS AND DRAWBANDS.

FIELD-FABRICATED DUCT SYSTEMS:

- FACTORY-MADE RIGID FIBERGLASS AND FLEXIBLE DUCTS FOR FIELD-FABRICATED DUCT SYSTEMS SHALL COMPLY WITH UL 181. ALL CLOSURE SYSTEMS, INCLUDING PRESSURE SENSITIVE TAPES, MASTICS, AND AEROSOL SEALANTS, SHALL MEET THE APPLICABLE REQUIREMENTS OF UL 181, UL 181A AND UL 181B.
- MASTIC SEALANTS SHALL:
 - COMPLY WITH APPLICABLE REQUIREMENTS OF UL 181, UL 181A, AND UL 181B AND BE NONTOXIC AND WATER RESISTANT.
 - PASS ASTM C731 AND D2202, IF USED IN BUILDING INTERIOR,
 - PASS ASTM C731, C732, AND D2202, IF USED ON EXTERIOR.
 - SEALANTS AND MESHES SHALL BE RATED FOR EXTERIOR USE.
- PRESSURE SENSITIVE TAPES SHALL COMPLY WITH APPLICABLE REQUIREMENTS IN UL 181, UL 181A, AND UL 181B.
- JOINTS AND SEAMS SHALL NOT BE SEALED WITH CLOTH BACK RUBBER ADHESIVE DUCT TAPES UNLESS COMBINED WITH MASTICS AND DRAWBANDS.
- DRAWBANDS USED WITH FLEXIBLE DUCTS SHALL:
 - BE EITHER STAINLESS STEEL WORM-DRIVE HOSE CLAMPS OR UV-RESISTANT NYLON DUCT TIES
 - HAVE A MINIMUM TENSILE STRENGTH RATING OF 150 LBS.
 - BE TIGHTENED AS RECOMMENDED BY THE MANUFACTURER
- AEROSOL SEALANT CLOSURES SHALL:
 - MEET REQUIREMENTS OF UL 723 AND BE APPLIED ACCORDING TO MANUFACTURER SPECIFICATIONS
 - TAPES OR MASTICS USED IN COMBINATION WITH AEROSOL SEALING SHALL COMPLY WITH APPLICABLE REQUIREMENTS OF UL 181, UL 181A, AND UL 181B, ASTM C731, C732 AND D2202.

120.4(c)

ALL DUCT INSULATION PRODUCT R-VALUES SHALL BE BASED ON INSULATION ONLY AND TESTED IN ACCORDANCE WITH ASTM C518 OR ASTM C177 AND CERTIFIED PER §110.8.

120.4(d)

INSTALLED THICKNESS OF DUCT INSULATION USED TO DETERMINE ITS R-VALUE SHALL BE DETERMINED AS FOLLOWS:

- DUCT BOARD, LINER, AND FACTORY-MADE RIGIDS: USE NOMINAL INSULATION THICKNESS
- DUCT WRAP: USE 75% (25% COMPRESSION) OF NOMINAL THICKNESS
- FACTORY-MADE FLEXIBLE AIR DUCTS: DIVIDE THE DIFFERENCE BETWEEN THE ACTUAL OUTSIDE DIAMETER AND NOMINAL INSIDE DIAMETER BY TWO.

120.4(e)

INSULATED FLEXIBLE DUCT PRODUCTS INSTALLED TO MEET THIS REQUIREMENT MUST INCLUDE LABELS (MAX INTERVALS OF 3 FT) SHOWING THERMAL RESISTANCE PERFORMANCE R-VALUE FOR THE DUCT INSULATION ITSELF BASED ON TESTS IN 120.4(c). AND INSTALLED THICKNESS DETERMINED BY 120.4(d)3.

Space Conditioning Mandatory Measures:

120.4(f) PROTECTION OF INSULATION

INSULATION SHALL BE PROTECTED FROM DAMAGE BY SUNLIGHT, MOISTURE, EQUIPMENT MAINTENANCE AND WIND. CELLULAR FOAM INSULATION SHALL BE PROTECTED, OR BE PAINTED WITH A WATER RETARDANT COATING THAT PROVIDES SHIELDING FROM SOLAR RADIATION.



CONTACT 811 BEFORE YOU DIG
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 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) 422-4153.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



SHAYAN ZOLGHADRI
No. 40394
Exp. 06/30/2025
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA



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CITY OF MONTEBELLO



Department of Public Works

SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

MECHANICAL TITLE 24

Sheet Number:

M5.2

GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE LOCAL CODES AND REGULATIONS.

2. MINIMUM SIZE OF CONDUIT SHALL BE 1/2", MINIMUM SIZE OF CONDUCTOR SHALL BE #12 AWG UNLESS OTHERWISE NOTED.

3. ALL PANELS, SWITCHES, ETC. SHALL HAVE SUFFICIENT GUTTER SPACE AND LUGS TO ACCOMMODATE CONDUCTORS SHOWN.

4. WHERE WIRE SIZES ARE INDICATED ON PLANS, FOR INDIVIDUAL CIRCUITS, THE WIRE SIZE INDICATED SHALL APPLY TO THE COMPLETE CIRCUIT, UNLESS OTHERWISE NOTED.

5. ALL JUNCTION BOXES AND PULL BOXES SHALL BE OF CODE GAUGE AND OF THE REQUIRED SIZE TO ACCOMMODATE NUMBER OF CONDUCTORS SHOWN.

6. ALL PULL BOXES IN FINISHED AREAS SHALL HAVE FACTORY APPLIED PRIME COAT OF PAINT.

7. ELECTRICAL CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL MECHANICAL, PLUMBING, KITCHEN EQUIPMENT AND REFRIGERATION AND ALL OTHER EQUIPMENT REQUIRING ELECTRICAL CONNECTION PRIOR TO ANY WORK.

8. ALL PANELBOARDS SHALL HAVE LOCKING DOOR AND BE KEYED FOR A CORBIN #60 KEY UNLESS OTHERWISE NOTED.

9. STUB OUT (2) 1" CONDUITS FROM ALL FLUSH MOUNTED PANELBOARDS INTO ACCESSIBLE CEILING SPACE AND CAP FOR FUTURE USE.

10. ELECTRICAL CONTRACTOR SHALL EXTEND WIRING FROM ALL JUNCTION BOXES, RECEPTACLES, SWITCHES, ETC. AND MAKE FINAL CONNECTION AS REQUIRED TO ALL BUILDING EQUIPMENT REQUIRING ELECTRICAL CONNECTIONS.

11. ALL MOUNTING HEIGHTS SHOWN ARE TO CENTER LINE OF OUTLET OR DEVICE AND SHALL APPLY UNLESS INDICATED OTHERWISE.

12. DRAWINGS ARE DIAGRAMMATIC AND INDICATED GENERAL ARRANGEMENT OF SYSTEMS AND WORK INCLUDED. FOLLOW DRAWINGS IN LAYING OUT WORK AND CHECK DRAWINGS OR OTHER TRADES RELATING TO WORK TO VERIFY SPACE IN WHICH WORK WILL BE INSTALLED. MAINTAIN HEADROOM AND SPACE CONDITIONS AT ALL TIMES.

13. LOCATION OF LOCAL WALL SWITCHES ARE SUBJECT TO MODIFICATIONS, AT OR NEAR DOOR, INSTALL SWITCHES ON SIDE OPPOSITE TO DOOR HINGE, VERIFY FINAL HINGE LOCATION IN FIELD PRIOR TO ANY WORK.

14. ELECTRICAL CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL WALL OUTLET BOXES FOR CLOCKS, SWITCHES, HORNS FIRE ALARM STRIKE STATIONS, SPEAKERS, RECEPTACLES ETC.

15. WHERE ELECTRONIC MOTORS OR HEATERS ARE INSTALLED IN HUNG CEILINGS, PROVIDE DISCONNECT SWITCH IN HUNG CEILING WITHIN REACH FROM ACCESS POINT.

16. EXPOSED RACEWAYS (WHEN INDICATED ON DRAWINGS) SHALL BE RUN PARALLEL WITH OR AT RIGHT ANGLES TO WALLS.

17. FURNISH APPROVED EXPANSION FITTINGS WHERE RACEWAY CROSSES BUILDING EXPANSION JOINTS.

18. FURNISH FISH WIRE IN EACH RACEWAY RUN OVER 10' IN LENGTH, IN WHICH PERMANENT WIRING IS NOT INSTALLED.

19. NOT MORE THAN THREE LIGHTING OR CONVENIENCE OUTLET CIRCUITS ARE PERMITTED IN ONE CONDUIT, UNLESS OTHERWISE INDICATED.

20. PROVIDE PULL BOXES WHEREVER NECESSARY TO FACILITATE PULLING OF CONDUCTORS. COORDINATE LOCATIONS OF BOXES WITH OTHER TRADES TO AVOID CONFLICT.

21. SUPPORT PANELBOARDS, JUNCTION AND PULL BOXES INDEPENDENTLY TO BUILDING STRUCTURE WITH NO WEIGHT BEARING ON RACEWAYS.

22. OUTLET BOXES FOR FIXTURES RECESSED IN HUNG CEILING SHALL BE ACCESSIBLE THROUGH OPENING CREATED BY REMOVAL OF FIXTURES.

23. SEE MECHANICAL, PLUMBING, KITCHEN EQUIPMENT AND REFRIGERATION DRAWINGS FOR ADDITIONAL CONNECTION REQUIREMENTS TO CONTROL PANELS AND TRANSFORMERS, SWITCHES, TIME CLOCKS, VALVES, STATS, RELAYS, ETC. INDICATED ON CONTROL WIRING DIAGRAMS. ELECTRICAL CONTRACTOR SHALL VERIFY FINAL CONTROL WIRING REQUIREMENTS PRIOR TO ANY WORK AND PROVIDE ALL NECESSARY DEVICES AND CONNECTIONS AS REQUIRED.

24. ALL EXTERIOR ELECTRICAL DEVICES AND EQUIPMENT SHALL BE WEATHERPROOF TYPE.

25. NO CONDUIT RUNS WILL BE ALLOWED IN CONCRETE SLAB. ALL CONDUITS WILL BE PLACED IN THE HUNG CEILING UNLESS SPECIFICALLY INDICATED TO BE UNDERGROUND.

26. LIGHTING, POWER, TELEPHONE AND COMMUNICATIONS OUTLETS SHALL NOT BE PLACED BACK TO BACK.

27. CONTACT UTILITY COMPANIES FOR SCOPE OF WORK PRIOR TO SUBMITTING BID, INCLUDE UTILITY CHARGES IF ANY.

28. WHERE MORE THAN (1) ONE LIGHT SWITCH OCCURS AT SAME LOCATION, SWITCHES SHALL BE MOUNTED IN A MULTIPLE GANG BOX UNDER A SINGLE COVER PLATE.

29. WHERE MOUNTING HEIGHTS OR DIMENSIONS OF DEVICE LOCATIONS ARE SHOWN, CONTRACTOR SHALL CONFIRM SUCH DIMENSIONS WITH ARCHITECTURAL DRAWINGS. WHERE CONFLICT IN DIMENSIONS OCCUR BETWEEN DRAWINGS, OR WHERE NO DIMENSIONS OR MOUNTING HEIGHTS ARE INDICATED ON EITHER SET OF DRAWINGS, CONTRACTOR SHALL VERIFY THESE ITEMS WITH ARCHITECT IN FIELD PRIOR TO ROUGH-IN.

30. ALL CONDUIT PENETRATIONS THROUGH FIRE RATED WALLS AND FLOORS SHALL BE PROTECTED BY MATERIALS TESTED IN ACCORDANCE WITH UL1479/ASTM E-814. INSTALLATION SHALL FOLLOW MANUFACTURER'S INSTRUCTIONS AND MAINTAIN THE FIRE RATING OF WALLS AND/OR FLOORS AFFECTED. PROVIDE HILTI CS240 FIRESTOP SEALANT, CSFM LISTING NO. 4060-1200-100, OR EQUIVALENT STATE FIRE MARSHALL APPROVED AND LISTED MATERIAL. REFER TO 5E4.1 FOR DETAIL.

31. WHERE LIGHTING FIXTURES ARE FOR LAY-IN MOUNTING IN AN EXPOSED RUNNER TYPE OF CEILING, PROVIDE EACH FIXTURE WITH CLIPS (4 REQUIRED) OR EQUIVALENT MEANS TO PREVENT THE ACCIDENTAL DISENGAGEMENT OF THE FIXTURE FROM THE CEILING. WHERE FIXTURES IN SUCH CEILINGS ARE SQUARE OR RECTANGULAR IN SHAPE, PROVIDE EACH FIXTURE WITH FOUR (4) #12 AWG GALVANIZED STEEL WIRES WITHIN 3 INCHES OF EACH OF THE CORNERS, AND SECURE TO THE BUILDING STRUCTURE AS REQUIRED.

32. ALL CONDUCTORS SHALL BE COPPER, TYPE THHN/THWN, U.O.N. CONDUCTORS IN CONDUIT EXPOSED ON THE ROOF SHALL HAVE 90° INSULATION (THWN-2), #12 AND SMALLER SHALL BE SOLID TYPE, AND #10 AWG AND LARGER SHALL BE STRANDED.

33. TRANSFORMER INSULATION SHALL BE SUITABLE FOR 150° AVERAGE TEMPERATURE RISE. SEE SPECIFICATIONS FOR DETAILS.

34. ALL RECEPTACLE OUTLETS SERVING COMPUTER EQUIPMENT SHALL HAVE A SEPARATE ISOLATED, INSULATED GROUND WIRE - SEPARATED NEUTRAL FOR EACH CIRCUIT OR OVERSIZE NEUTRAL (#10) FOR MULTI-CIRCUITS.

35. ALL CONDUITS SHALL BE ELECTRICAL METALLIC TUBING AND RIGID STEEL CONDUIT ONLY. PROVIDE APPROPRIATE COUPLINGS, CONNECTORS AND OTHER FITTINGS AS REQUIRED.

36. EMERGENCY CIRCUITS SHALL BE ENTIRELY INDEPENDENT OF ALL OTHER WIRING AND EQUIPMENT AND SHALL NOT ENTER SAME RACEWAY, BOXES OR CABINETS WITH OTHER WIRING EXCEPT WHERE PROVIDED IN NEC 700-96.

37. RECESSED FIXTURE IN FIRE RATED ASSEMBLY SHALL BE APPROVED PRIOR TO INSTALLATION UBC-4304.

38. BOXES SHALL BE SECURED AS PER ART 370-13.

39. ALL U.L. LISTED EQUIPMENT SHALL BE INSTALLED AS PER LISTING OR LABELING (i.e. MAX. FUSE SIZE MEANS FUSE PROTECTION REQUIRED), AND SHALL BE INSTALLED AS APPROVED.

40. ALL EQUIPMENT SHALL BE LISTED BY AN ACCEPTED TESTING LAB AND BEAR THE LISTING STICKER IN AN ACCESSIBLE LOCATION.

41. SUBMIT TORQUE CERTIFICATE FOR ALL ELECTRICAL EQUIPMENT/CONNECTIONS PRIOR TO CERTIFICATE OF OCCUPANCY ISSUANCE.

42. CONSULT WITH DISTRICT INSPECTOR BEFORE STARTING WORK.

43. ALL RACEWAYS/CONDUITS FOR POWER SHALL HAVE A GREEN INSULATED GROUNDING CONDUCTOR.

44. FIRE ALARM DESIGN SHALL BE BY OTHERS. UPGRADE FIRE ALARM SYSTEM TO ACCOMMODATE INTERIM HOUSING LOADS. EXISTING FIRE ALARM SHALL NOT BE INTERRUPTED THOUGH THE DURATION OF THE PROJECT. IMPAIRMENT OF THE SYSTEM WILL REQUIRE CONTINUOUS FIRE WATCH UNTIL IT IS RESTORED.

45. NO ATTACHMENT SHALL BE MADE WITHIN THE PROTECTED ZONES OF LFRRS (LATERAL FORCE RESISTING SYSTEM), SUCH AS STEEL MOMENT FRAME BEAM TO COLUMN CONNECTIONS OR STEEL BRACED FRAME BRACES AND GUSSET PLATE CONNECTIONS. COORDINATE THE LOCATIONS OF THE PROTECTED ZONES WITH THE SEOR.

46. PIPES OR CONDUITS SHALL NOT BE EMBEDDED IN ANY FLOOR SLAB, WALL, OR FOOTING BUT MAY BE PENETRATED PER APPROVED PENETRATION DETAILS.

47. UNLESS SPECIFICALLY APPROVED ON THE DRAWINGS, NO STRUCTURAL MEMBERS SHALL BE ALTERED BY CUTTING, BORING, BRAZING, DRILLING, NOTCHING, WELDING, AND ETC. WITHOUT THE SEOR AND DSA APPROVAL.

48. MODIFICATIONS/ALTERATIONS TO THE DSA PC (PRE-CHECK) DRAWINGS, SUCH AS NEW OPENINGS THROUGH ROOF, FLOOR SLAB, OR WALLS ARE NOT ACCEPTABLE UNLESS OTHERWISE ALLOWED.

49. PROVIDE NEW OPENING REPAIR DETAILS THROUGH ROOF, FLOOR SLABS, OR WALLS. SHOW ALL NEW FLOOR SLAB, ROOF SLAB, OR WALL OPENINGS ON STRUCTURAL DRAWINGS ALONG WITH ALL (E) ADJACENT OPENINGS BASE ON THE FIELD SURVEY. PROVIDE THE SEOR'S REVIEW AND ACCEPTANCE NOTE FOR EACH CORE LOCATION AS A PART OF RESPONSES TO PLAN REVIEW COMMENTS.

50. PROVIDE (E) OPENING INFILL/PATCHING DETAILS THROUGH ROOF OR FLOOR SLABS OR WALLS.

51. PROVIDE FLEXIBLE CONNECTIONS TO ALL HVAC EQUIPMENT (A/C UNIT, FANS, ETC.)

52. REGARDING PREFAB EQUIPMENT CURBS, PROVIDE OSHPD OPM OR STRUCTURAL CALC'S BY S.E. LICENSED IN CALIFORNIA.

53. FOR MEP DISTRIBUTED SYSTEMS (CONDUITS, DUCTS, PIPES, ETC.) THRU THE SEISMIC JOINTS, SHOW THAT FLEXIBLE CONNECTIONS CAN ACCOMMODATE THE MAX. INELASTIC BLDG. SEISMIC DRIFT. SEE THE SEOR.

ABBREVIATIONS

AC ABOVE COUNTER

AFF ABOVE FINISHED FLOOR

AH AIR HANDLER

APS ARIZONA PUBLIC SERVICE (SERVICE UTILITY CO.)

CCTV CLOSED CIRCUIT TELEVISION (SURVEILLANCE)

CU CONDENSING UNIT

DDC DIRECT DIGITAL CONTROL

(E) EXISTING TO REMAIN

EC EMPTY CONDUIT

EF EXHAUST FAN

EWG ELECTRIC WATER COOLER

EXP EXPLOSION - PROOF

FAA FIRE ALARM ANNUCIATOR

FACP FIRE ALARM CONTROL PANEL

FC FAN COIL

G EQUIPMENT GROUNDING CONDUCTOR

GFCI GROUND FAULT CIRCUIT INTERRUPTER (PERSONNEL)

GFP GROUND FAULT PROTECTION (EQUIPMENT)

GWH GAS WATER HEATER

HWP HOT WATER CIRC PUMP

IC INTERCOM

IG ISOLATED GROUND

KS KNEE SPACE

LC LIGHTING CONTACTOR

LTG LIGHTING

MATV MASTER ANTENNA TELEVISION

MCC MOTOR CONTROL CENTER

N NEUTRAL

NL NIGHT LIGHT

PB PULLBOX

UGPB UNDERGROUND PULLBOX

U.O.N. UNLESS OTHERWISE NOTED

PNL PANELBOARD

RF RETURN AIR FAN

RH RANGE HOOD

RO ROUGH-IN ONLY

SC SHORT CIRCUIT CURRENT RATING

SES SERVICE ENTRANCE SWITCHBOARD(S)

SF SUPPLY FAN

SMB SPECIAL SYSTEMS MOUNTING BOARD

SPD SURGE PROTECTIVE DEVICE

SWD SWITCHBOARD

SUSE SUITABLE ONLY FOR USE AS SERVICE EQUIPMENT

TMB TELEPHONE MOUNTING BOARD

TR TAMPER RESISTANT

TV TELEVISION

UH UNIT HEATER

VR VANDAL RESISTANT

WG WIREGUARD

WP WEATHERPROOF (NEMA-3R)

1. NFPA 70, NATIONAL ELECTRICAL CODE, 2023 EDITION

2. CALIFORNIA BUILDING CODE, PART 2, TITLE 24, 2022 EDITION

3. CALIFORNIA BUILDING CODE, PART 3, TITLE 24, 2022 EDITION

4. CALIFORNIA BUILDING CODE, PART 4, TITLE 24, 2022 EDITION

5. CALIFORNIA FIRE CODE, TITLE 24, PART 9, TITLE 24, 2022 EDITION

6. NFPA 72, NATIONAL FIRE ALARM AND SIGNALING CODE, 2022 EDITION

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E8.0 ELECTRICAL DETAILS

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E10.0 EXTERIOR TITLE 24 CALCULATIONS

LED DOWNLIGHT LIGHT FIXTURE.

LED DOWNLIGHT FIXTURE WITH BATTERY BACKUP

SURFACE MOUNTED LIGHT FIXTURE.

EXIT SIGN WITH BATTERY BACKUP LOCATED BOTTOM AT 7'-6" A.F.F.

2'X4' LED LIGHT FIXTURE RECESSED MOUNTED

2'X4' LED LIGHT FIXTURE W/EMERGENCY BATTERY

\$

SINGLE POLE SWITCH, +3'-10" OR AS NOTED.

Ⓢ

DIMMER SWITCH, +3'-10" OR AS NOTED.

Ⓢ

DUPLEX RECEPTACLE, +18" OR AS NOTED.

Ⓢ

QUAD RECEPTACLE, +18" OR AS NOTED.

Ⓢ

GROUND FAULT RECEPTACLE, +18" OR AS NOTED.

Ⓢ

WEATHER PROOF, G.F.I. PROTECTED RECEPTACLE.

Ⓢ

SPECIAL RECEPTACLE, NEMA STYLE AS NOTED, +18" OR AS NOTED.

NONE FUSED DISCONNECT SWITCH

FUSED DISCONNECT SWITCH

MOTOR CONNECTION.

120/208V., PANELBOARD, TOP 6'-0".

A.F.F.

ABOVE FINISHED FLOOR.

WP

WEATHERPROOF.

ELECTRICAL SYMBOLS LEGEND

SECTION 260010 - BASIC ELECTRICAL REQUIREMENTS

1. SCOPE

THE DRAWINGS AND THESE SPECIFICATIONS DESCRIBE THE SYSTEMS. FURNISH ALL MATERIALS AND DO ALL WORK REQUIRED BY THE DRAWINGS AND SPECIFICATIONS. UNLESS SPECIFICALLY NOTED TO THE CONTRARY, FURNISH AND INSTALL ALL NEW MATERIAL AND EQUIPMENT AS REQUIRED TO PRODUCE A COMPLETE OPERATING SYSTEM.

2. VERIFYING EXISTING CONDITIONS

BEFORE SUBMITTING BID, BECOME THOROUGHLY FAMILIAR WITH ACTUAL EXISTING CONDITIONS AT THE BUILDING. THE INTENT OF THE WORK IS SHOWN ON THE DRAWINGS AND DESCRIBED HEREINAFTER. BY THE ACT OF SUBMITTING A BID PROPOSAL FOR WORK, THE CONTRACTOR SHALL BE DEEMED TO HAVE MADE SUCH A STUDY AND EXAMINATION AND TO ACCEPT ALL CONDITIONS PRESENT AT THE SITE. NO REQUEST FOR ADDITIONAL PAYMENT SHALL BE CONSIDERED AS VALID, DUE TO FAILURE TO ALLOW FOR CONDITIONS WHICH MAY EXIST.

3. COORDINATION

COORDINATE ALL WORK WITH OTHER TRADES. OBTAIN ALL DRAWINGS THAT WILL REQUIRE COORDINATION AND PROVIDE ALL ELECTRICAL CONNECTIONS REQUIRED WHETHER SHOWN ON ELECTRICAL DRAWINGS OR NOT.

LOCATIONS OF ELECTRICAL EQUIPMENT, J-BOXES, AND CONDUIT RUNS SHOWN ON THE DRAWINGS ARE APPROXIMATE. FIELD VERIFY FOR EXACT LOCATION AND ROUTING OF EXISTING EQUIPMENT AND COORDINATE ALL NEW WORK WITH THE OTHER DISCIPLINES TO AVOID CONFLICTS.

THIS CONTRACTOR IS TO OBTAIN AND REFER TO H.V.A.C., PLUMBING AND OTHER DRAWINGS AND PROVIDE ALL CONTROL WIRING, RELAYS, STARTERS, TIME SWITCHES, CONDUITS, ETC. INDICATED THEREON AS BEING PROVIDED UNDER THE ELECTRICAL WORK.

4. SERVICE CONTINUITY

UNINTERRUPTED SERVICES, INCLUDING LIFE SAFETY SYSTEMS WHERE APPLICABLE, SHALL BE MAINTAINED TO ALL PARTS OF THE BUILDING OTHER THAN WORK AREAS. SCHEDULE SHUTDOWNS WITH THE OWNER, TO MAKE ALTERATIONS AND/OR ADDITIONS TO MAIN SWITCHGEAR, ASSEMBLIES, FEEDERS. PROVIDE ANY TEMPORARY SERVICES AS MAY BE REQUIRED. REQUESTS FOR SHUTDOWN SHALL BE MADE AT LEAST 72 HOURS IN ADVANCE TO THE OWNER AT WHICH TIME THE OWNER SHALL SCHEDULE THE EXACT TIME AND DATE. IDENTIFY AT BID TIME, ALL WORK TO BE DONE ON PREMIUM TIME AND TOTAL OVERTIME MANHOURS REQUIRED FOR COMPLETION.

5. AS BUILT

PROVIDE RECORD DRAWINGS TO THE OWNER WITH ALL CHANGES NOTED THEREON AT THE COMPLETION OF THE PROJECT. RECORD DRAWINGS SHALL BE SIGNED AND DATED BY CONTRACTOR.

6. GUARANTEE

CONTRACTOR SHALL UNCONDITIONALLY GUARANTEE ALL LABOR AND MATERIALS ON ALL WORK AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR, EXCEPT FOR LIGHTING FIXTURE LAMPS.

7. SHOP DRAWINGS

ALL EQUIPMENT TO BEAR U.L. LABEL OR THAT OF ANOTHER ACCEPTABLE TESTING LABORATORY. SHOP DRAWINGS MUST BE STAMPED BY THE CONTRACTOR FOR CONFORMANCE PRIOR TO SUBMITTING. SUBMITTALS SHALL INCLUDE THE PROJECT NAME AND CONTRACTORS NAME. SUBMIT SIX SETS OF SHOP DRAWINGS AND AWAIT ENGINEERING REVIEW COMMENT'S PRIOR TO PURCHASING ALL PANELBOARDS, LIGHTING FIXTURES AND LENSES, POWER DISTRIBUTION UNITS, CONTRACTORS, AND DISCONNECT SWITCHES.

8. CONTRACTOR BID

CONTRACTOR'S BID SHALL BE BASED ON ALL WORK SHOWN ON THE PLANS AND AS SPECIFIED. ALL PREMIUM TIME COSTS REQUIRED SHALL BE INCLUDED IN THE BID. IF CONTRACTOR PROPOSES TO SUBSTITUTE FOR EQUIPMENT SPECIFIED, HE SHALL SUBMIT HIS REQUEST FOR

CONSIDERATION TO THE OWNER AND ENGINEER PRIOR TO THE BID IN WRITING. ALL SUBSTITUTIONS MUST BE REVIEWED BY THE ENGINEER. SUCH REVIEW SHALL NOT RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE AT HIS OWN EXPENSE FOR ANY CHANGES RESULTING FROM HIS PROPOSED SUBSTITUTIONS WHICH AFFECT OTHER PARTS OF HIS OWN WORK OR THE WORK OF OTHER CONTRACTORS.

9. DEMOLITION

COORDINATE ALL DEMOLITION WITH THE NEW REQUIREMENTS TO ASSURE THAT EXISTING EQUIPMENT, WIRING, ETC., THAT IS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM IS NOT REMOVED.

NOTIFY THE OWNER IMMEDIATELY WHEREVER EXISTING EQUIPMENT IS ENCOUNTERED WHICH MUST BE RELOCATED DUE TO THE NEW CONSTRUCTION, WHEN NOT INDICATED IN THE DRAWINGS.

ALL REMOVED MATERIALS AND EQUIPMENT WHICH ARE SALVAGEABLE SHALL REMAIN THE PROPERTY OF THE OWNER. DELIVER SUCH SALVAGED MATERIALS AND EQUIPMENT ON THE PREMISES AS DIRECTED BY OWNER, AND NEATLY PILE OR STORE THEM AND PROTECT FROM DAMAGE. REMOVE FROM PREMISES AND DISPOSE OF ALL MATERIALS CONSIDERED BY THE OWNER TO BE SCRAP.

10. EXECUTION

CAREFULLY PROTECT ALL WALLS, TRIM, FLOORS, EQUIPMENT, UTILITY LINES AND MATERIALS, WHEN WORKING ON FINISHED SURFACES. LIMIT DAMAGE TO THE CONFINED SPACE AND RESTORE TO THE ORIGINAL CONDITION ALL SURFACES WHICH ARE DAMAGED BECAUSE OF THE INSTALLATION OF THIS WORK.

EQUIPMENT, MATERIALS AND SUPPLIES REMOVED FOR PROTECTION SHALL BE REPLACED IN ORIGINAL LOCATIONS. ANY MATERIALS DAMAGED SHALL BE REPLACED WITH NEW MATERIALS OF LIKE KIND AND QUALITY AT NO COST TO OWNER.

DO ALL CUTTING AND PATCHING OF FLOORS, WALLS, CEILINGS, ETC., TO MATCH EXISTING. SCHEDULE CUTTING AND PATCHING OF FLOORS WITH THE OWNER. CORE DRILLING FOR CONCRETE WILL BE THE ONLY METHOD PERMITTED.

ANY EXISTING CONDUITS, PIPING, ETC. DAMAGED DURING THE PROCESS OF CONSTRUCTION SHALL BE INSTALLED AND/OR RECONNECTED AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM. NO ADDITIONAL CHARGES WILL BE ALLOWED FOR ANY EQUIPMENT WHICH IS DAMAGED BY THIS CONTRACTOR DUE TO THE INSTALLATION OF THE WORK OR FOR PUTTING EXISTING SYSTEMS BACK INTO A COMPLETE OPERATING CONDITION.

PAINT ALL NEW EXPOSED ELECTRICAL RACEWAYS, CABINETS, ENCLOSURES AND FITTINGS TO MATCH ADJACENT SURFACES IN FINISHED AREAS.

SEAL ALL PENETRATIONS THROUGH FIRE RATED WALLS, CEILINGS, FLOORS, ETC., TO MAINTAIN THE FIRE RATING. FURNISH AND INSTALL FIRE RATED ENCLOSURES FOR ALL EQUIPMENT PENETRATING INTO FIRE RATED ENVELOPES, SPACES, ETC.

11. MATERIAL AND INSTALLATION

ALL WORK AND MATERIAL SHALL CONFORM TO THE LATEST RULES OF THE GOVERNING ELECTRICAL CODE AND INSTALLATION SHALL BE OF THE LATEST INDUSTRY STANDARDS OF WORKMANSHIP.

ALL MATERIALS SHALL BE NEW AND LISTED BY UNDERWRITERS LABORATORY (U.L.) OR ANOTHER ACCEPTABLE INDEPENDENT TESTING LABORATORY.

12. MATERIAL AND INSTALLATION

FURNISH ALL LABOR AND TEST EQUIPMENT AND SYSTEMS REQUIRED UNDER THIS DIVISION.

TEST CIRCUITS FOR GROUNDS OR SHORTS. REPAIR DEFECTIVE WIRING AS REQUIRED.

TEST CIRCUIT CONNECTED TO EQUIPMENT AT PANEL BOARD FOR PROPER OPERATION.

UPON COMPLETION OF WORK, MAKE FINAL INSPECTION, OPERATE EQUIPMENT UNDER NORMAL CONDITIONS, TO SATISFACTION OF ENGINEER.

UPON COMPLETION OF WORK, PROVIDE WRITTEN CERTIFICATION THAT ALL SYSTEMS ARE FUNCTIONING PROPERLY WITHOUT DEFECTS.

SECTION 260200 - LOW VOLTAGE TRANSFORMERS

1. DESCRIPTION: FACTORY-ASSEMBLED AND -TESTED, AIR-COOLED UNITS FOR 60-HZ SERVICE.
CORES: GRAIN-ORIENTED, NON-AGING SILICON STEEL.
COILS: CONTINUOUS WINDINGS WITHOUT SPLICES EXCEPT FOR TAPS.
INTERNAL COIL CONNECTIONS: BRAZED OR PRESSURE TYPE.
COIL MATERIAL: ALUMINUM.

2. COMPLY WITH NEMA ST 20, AND LIST AND LABEL AS COMPLYING WITH UL 1561
CORES: ONE LEG PER PHASE.
ENCLOSURE: VENTILATED, NEMA 250, TYPE 2.

3. CORE AND COIL SHALL BE ENCAPSULATED WITHIN RESIN COMPOUND, SEALING OUT MOISTURE AND AIR.

4. TWO 2.5 PERCENT TAPS ABOVE AND FOUR 2.5 PERCENT TAPS BELOW NORMAL FULL CAPACITY.

5. INSULATION CLASS: 220 DEG C, UL-COMPONENT-RECOGNIZED INSULATION SYSTEM WITH A MAXIMUM OF 150 DEG C RISE ABOVE 40 DEG C AMBIENT TEMPERATURE.

6. ENERGY EFFICIENCY FOR TRANSFORMERS COMPLYING WITH THE U.S. DEPARTMENT OF ENERGY (DOE) 2016 CFR TITLE 10, CHAPTER 11, PART 431.

7. LOW-SOUND-LEVEL REQUIREMENTS: MINIMUM OF 3 DBA LESS THAN NEMA ST 20 STANDARD SOUND LEVELS WHEN FACTORY TESTED ACCORDING TO IEEE C57.12-91.

8. MANUFACTURER: SCHEDULE D, EATON OR APPROVED EQUAL

9. NAMEPLATES: ENMURGRAVED, LAMINATED-PLASTIC OR METAL NAMEPLATE FOR EACH DISTRIBUTION TRANSFORMER, MOUNTED WITH CORROSION-RESISTANT SCREWS.

10. TEST AND INSPECT TRANSFORMERS ACCORDING TO IEEE C57.12.91. PERFORM VISUAL AND MECHANICAL INSPECTION AND ELECTRICAL TEST STATED IN NETA ACCEPTANCE TESTING SPECIFICATION. CERTIFY COMPLIANCE WITH TEST PARAMETERS.

SECTION 262726 - SWITCHES AND RECEPTACLES

1. PROVIDE 20 AMP NEMA RATED SWITCHES AND RECEPTACLES OF SPECIFICATION GRADE. ALL SWITCHES SHALL BE RATED FOR 125 VOLT AND RECEPTACLES SHALL BE NEMA 5-20R, UNLESS OTHERWISE NOTED. DEVICE BODY SHALL BE WHITE PLASTIC, EXCEPT THAT EMERGENCY RECEPTACLES SHALL BE RED. SPECIAL RECEPTACLES SHALL MATCH THE EQUIPMENT AS LISTED. ALL COVERPLATES SHALL BE CAMPUS STANDARD STAINLESS STEEL. WIRING DEVICES SHALL BE WHITE (CONNECTED TO NORMAL POWER) AND RED (CONNECTED TO EMERGENCY POWER). MOUNT RECEPTACLES IN THE VERTICAL POSITION WITH THE GROUND PIN UP UNLESS OTHERWISE NOTED. WRITE THE CIRCUIT NUMBER ON THE FRONT SIDE OF THE DEVICE BODY WITH PERMANENT BLACK MARKER (SHARPIE). LOCATE SO THAT COVER PLATE CONCEALS NUMBER. USE A FINE POINT BLACK PERMANENT MARKING PEN. IDENTIFY BY NOTING PANELBOARD AND CIRCUIT NUMBER. FOR EXAMPLE, "H41-16".

2. PROVIDE INSCRIBED COVERPLATES FOR ALL RECEPTACLES AND SWITCHES WITH PANEL CIRCUIT NUMBER (FOR EXAMPLE "H41-16").

3. THE EXACT LOCATION OF ALL ELECTRICAL DROPS AND CONDUIT DROPS SHALL BE ADJUSTED TO CLEAR LIGHTS, DIFFUSERS, DUCTS, ETC. COORDINATE LOCATION WITH USER.

END OF SECTION 262726

SCOPE OF WORK

1. REMOVE ALL LIGHTING FIXTURES AND RECEPTACLES EXCEPT FOR ELECTRICAL ROOM.

2. ADD NEW LIGHTING FIXTURES AND RECEPTACLES FOR MULTI PURPOSE ROOM, COMPUTER AREA, GYM, KITCHENETTE RESTROOMS AND STORAGE.

3. ADD A NEW 120/208V ELECTRICAL PANEL.

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

CONTACT 811 BEFORE YOU DIG

SAFE DIGGING PARTNER

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) 422-4153.

REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROV.

REGISTERED PROFESSIONAL ENGINEER

AREA 1 AND 2

NO. 23582

Exp. 8/30/2025

STATE OF CALIFORNIA

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DATE:

CITY OF MONTEBELLO

SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

ELECTRICAL NOTES, SYMBOLS AND ABBREVIATIONS

Department of Public Works

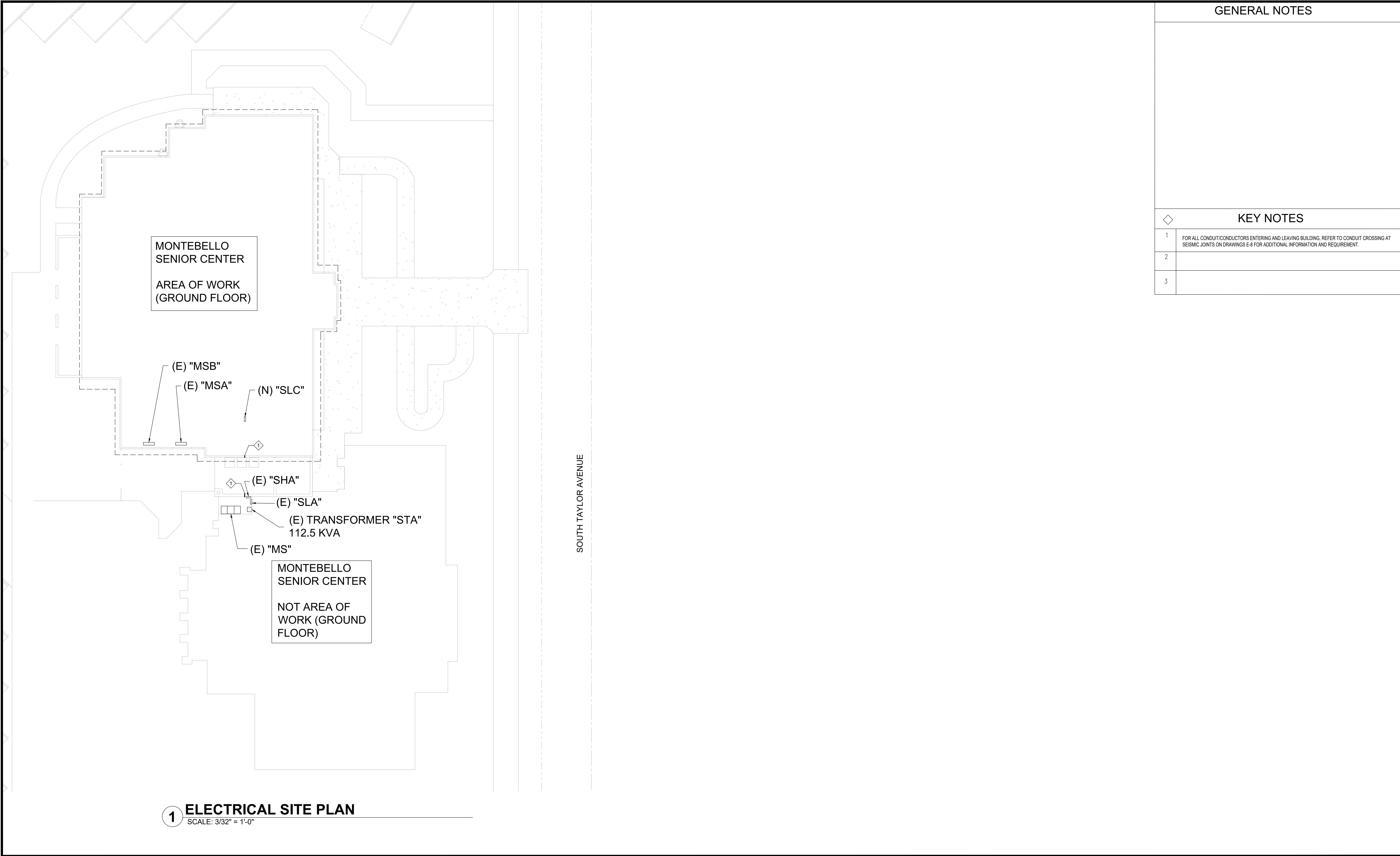
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P.N.: 2.1000.03

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GENERAL NOTES

KEY NOTES

1	FOR ALL CONDUIT/CONDUCTORS ENTERING AND LEAVING BUILDING, REFER TO CONDUIT CROSSING AT SEISMIC JOINTS ON DRAWINGS E-8 FOR ADDITIONAL INFORMATION AND REQUIREMENT.
2	
3	

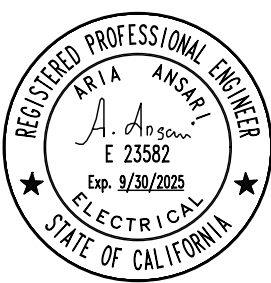


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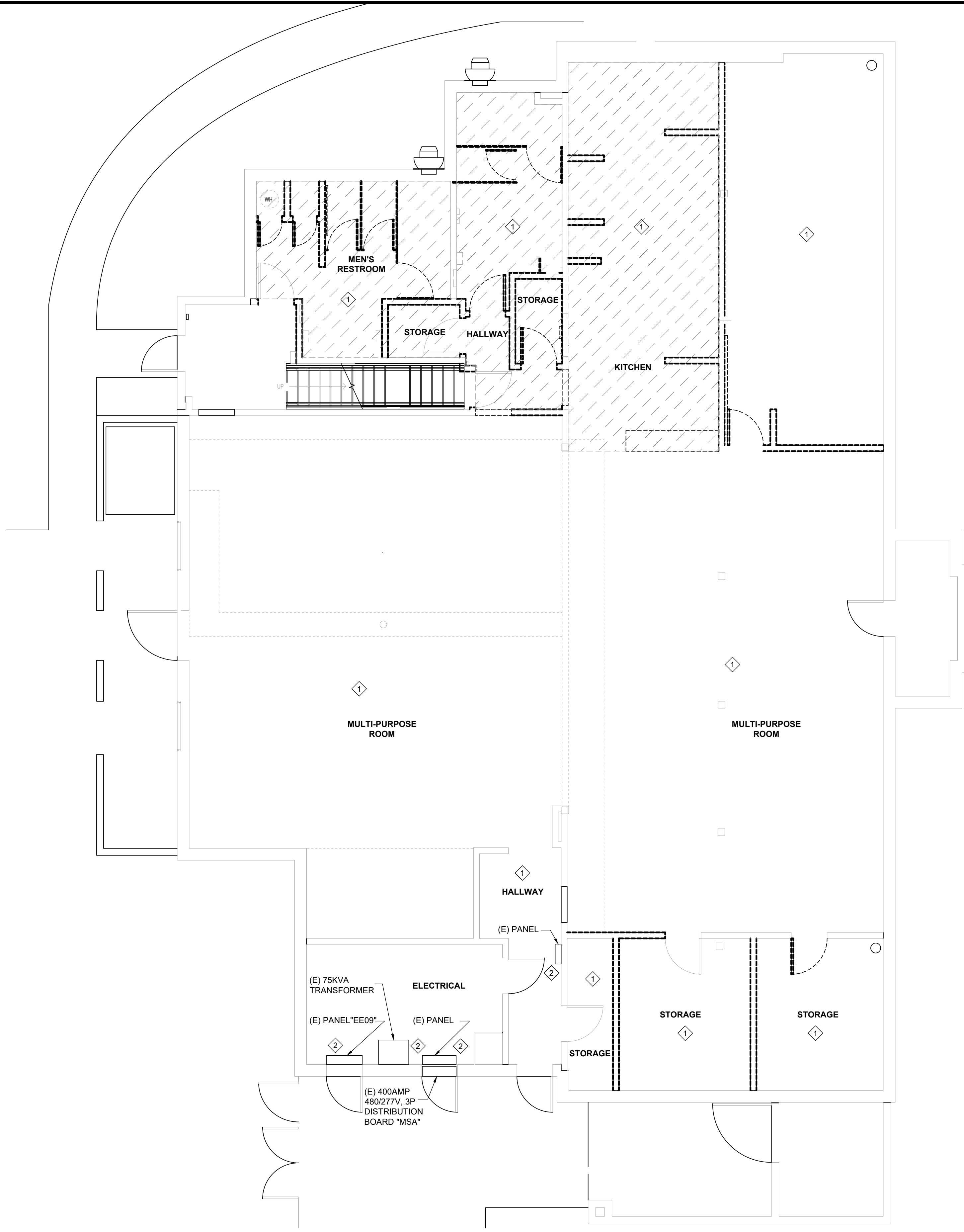
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ELECTRICAL SITE PLAN

Sheet Number:

E2.0



1 ELECTRICAL DEMO PLAN
SCALE: 3/16" = 1'-0"

GENERAL NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITIONS.

DEMO KEY NOTES

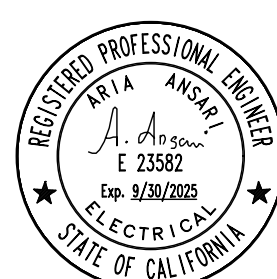
1	ALL EXISTING EQUIPMENT/DEVICES INCLUDING NOT LIMITING TO WIRING DEVICES, LIGHTING FIXTURE, LIGHTING CONTROLS AND THEIR ASSOCIATED CONNECTIONS SHALL BE DISCONNECTED AND REMOVED, FEEDERS SHALL BE DISCONNECTED AND REMOVED ENTIRELY BACK TO THE LAST DEVICE.
2	ALL EXISTING EQUIPMENT/DEVICES AND THEIR ASSOCIATED CONNECTIONS SHALL REMAIN UNCHANGED UNLESS OTHERWISE NOTED.
3	



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) 422-4153.

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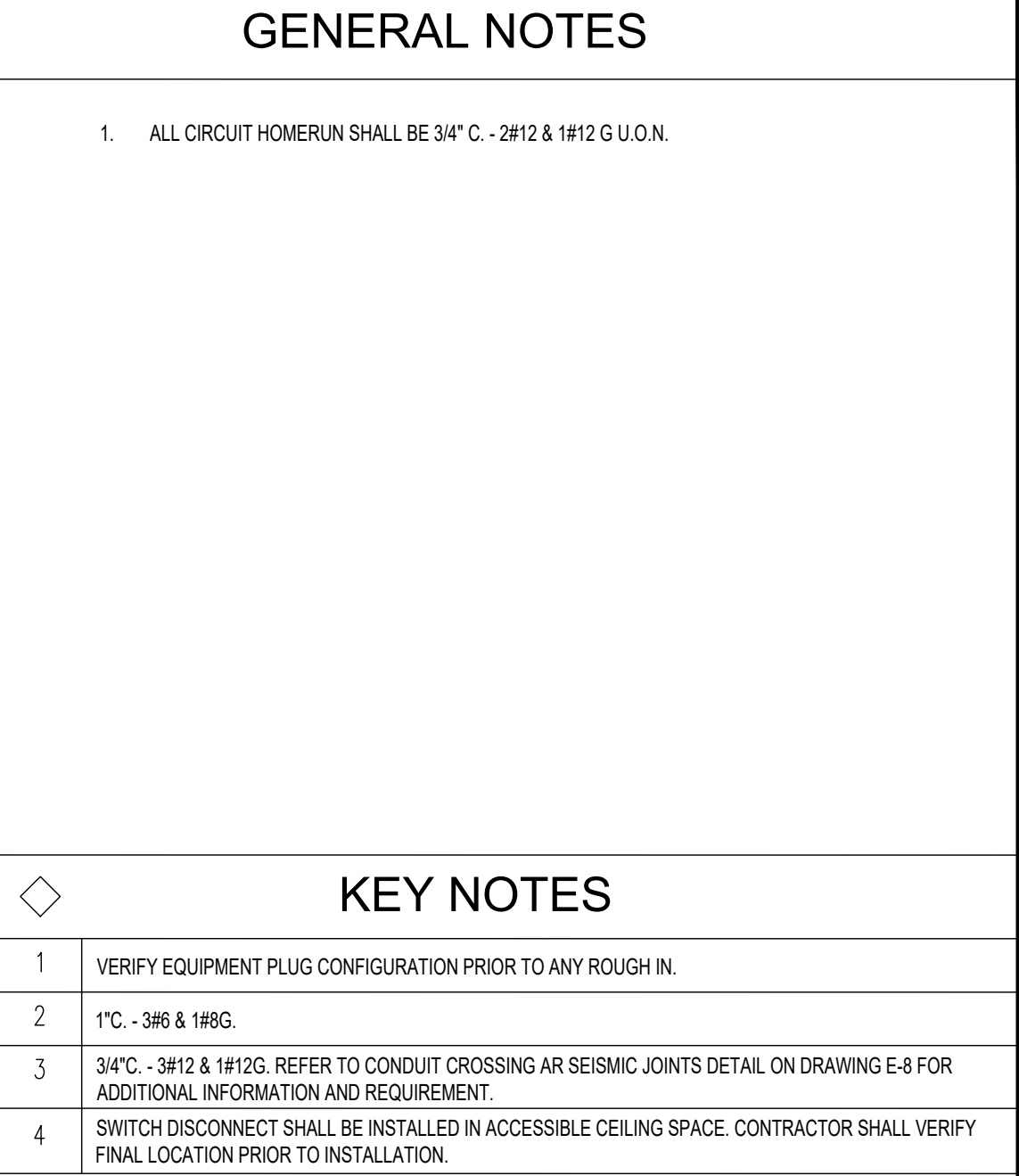
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ELECTRICAL DEMO PLAN

Sheet Number:

E3.0

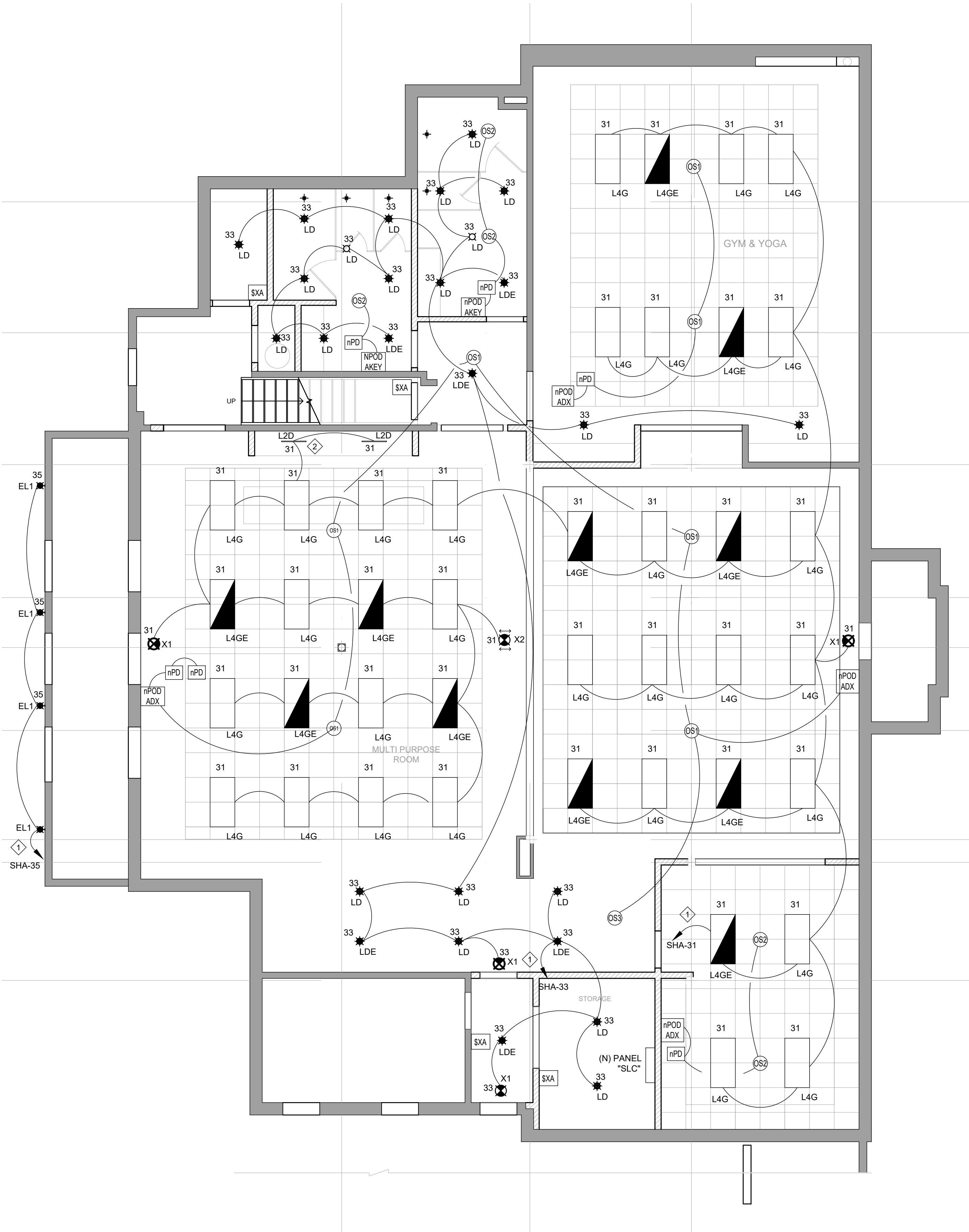


SCALE: 3/16" = 1'-0"

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOTED IN THE PLANS 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 CAUSE 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.

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1 ELECTRICAL RENOVATED LIGHTING PLAN
SCALE: 3/16" = 1'-0"

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER AND MODEL NUMBER	VOLT	LAMP	INPUT WATTS	RECESSED	REMARKS
LD	LED DOWNLIGHT DIMMABLE	LITHONIA # LDN4 35/15 L04 AR LSS TRW MVOLT GZ10	120/277V	1500 LUMEN LED	17.5 W	RECESSED	NOTE 1
LDE	LED DOWNLIGHT DIMMABLE WITH EMERGENCY BATTERY PACK	LITHONIA # LDN4 35/15 L04 AR LSS TRW MVOLT GZ10 E10WCP	120/277V	1500 LUMEN LED	17.5 W	RECESSED	NOTE 1
L4G	LED DECORATIVE 2'X4' DIMMABLE LIGHT FIXTURE WITH EMERGENCY BATTERY PACK	LITHONIA # 2BL T4 48L AD5M MVOLT GZ10 LP835	120/277V	4800 LUMEN LED	38 W	RECESSED IN GRID CEILING	NOTE 1
L4GE	LED DECORATIVE 2'X4' DIMMABLE LIGHT FIXTURE WITH EMERGENCY BATTERY PACK	LITHONIA # 2BL T4 48L AD5M MVOLT GZ10 LP835 E10WLCP	120/277V	4800 LUMEN LED	38 W	RECESSED IN GRID CEILING	NOTE 1
L2D	24V SLIM CORNER MOUNTED LED BAR	GLOWBACK LEDBARI24	120V	-	5 W	UNDER CABINET	NOTE 1
X1	SINGLE FACE LED EXIT SIGN WITH EMERGENCY BATTERY PACK	LITHONIA # LQM S W 3 G 120/277 ELN	120/277V	LED	5 W	SURFACE	NOTE 2
X2	DOUBLE FACE LED EXIT SIGN WITH EMERGENCY BATTERY PACK	LITHONIA # LQM S W 3 G 120/277 ELN	120/277V	LED	5 W	SURFACE	NOTE 2

LIGHTING FIXTURE SCHEDULE NOTES:

- PRIOR TO ORDERING LIGHTING FIXTURES, CONTRACTOR SHALL COORDINATE TRIM REQUIREMENTS WITH CEILING TYPE. ADJUST LIGHTING FIXTURE CATALOG NUMBER ACCORDINGLY.
- PROVIDE DIRECTIONAL ARROW(S) AS REQUIRED.

LIGHTING CONTROLS LEGEND AND DESCRIPTIONS

- OS1** NCM PDT 10
LOW VOLTAGE CEILING MOUNT SENSOR, PASSIVE
DUAL TECHNOLOGY, LARGE MOTION/ EXTENDED
RANGE 360 DEGREE LENS
- OS2** NCM PDT 9
LOW VOLTAGE CEILING MOUNT SENSOR, PASSIVE
DUAL TECHNOLOGY, SMALL MOTION/ STANDARD
RANGE 360 DEGREE LENS
- OS3** NCM 10
LOW VOLTAGE CEILING MOUNT SENSOR, LARGE
MOTION/ EXTENDED RANGE 360 DEGREE LENSE
- WS** SW1
NPODMA DX XXX
NIGHT WIRED AESTHETIC WALLPOD,
RAISED/LOWER DIMMING WITHOUT WIRES
- \$XA** SO2
WSXA XX
WALL SWITCH SENSOR
- NPDA
AKEY** SW5
NPODA KEY XX
WALLPOD, DIGITAL KEYSWITCH
- nPD** nPD
NPP16 D EFP
POWER/RELAY PACK, OCCUPANCY CONTROLLED
DIMMING, EXTERNAL FAULT PROTECTION
- nPD
ADX** SW1
NPODMA DX XXX
NIGHT WIRED AESTHETIC WALLPOD,
RAISED/LOWER DIMMING WITHOUT WIRES

GENERAL NOTES

- CONTRACTOR TO VERY FINAL LOCATION PRIOR TO INSTALL LIGHTING FIXTURES.
- ALL CIRCUIT HOMERUN SHALL BE 3/4" C. - 2#12 & 1#12 G.U.O.N.
- REFER TO DRAWING E-2 FOR PANEL "SHA" LOCATION.
- PROVIDE ONE EXTRA CONDUCTOR FOR ALL LIGHT FIXTURE EQUIPPED WITH EMERGENCY BATTERY PACK.

LIGHTING PLAN KEY NOTES

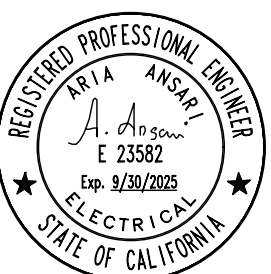
- | | |
|---|---|
| 1 | TO PANEL "SHA" LOCATED IN MAIN ELECTRICAL ROOM IN SOUTH BUILDING. REFER TO CONDUIT CROSSING AT SEISMIC JOINTS DETAIL ON DRAWING E-8 FOR ADDITIONAL INFORMATION AND REQUIREMENT. |
| 2 | PROVIDE ONE 24V 30W DIMMABLE DRIVER FOR ALL UNDER CABINER LED LIGHTING FIXTURES. |
| 3 | |



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



INFRASTRUCTURE ARCHITECTS

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DESIGNED BY: iArch
DRAWN BY: iArch
CHECKED BY: iArch DATE:

CITY OF MONTEBELLO



Department of Public Works

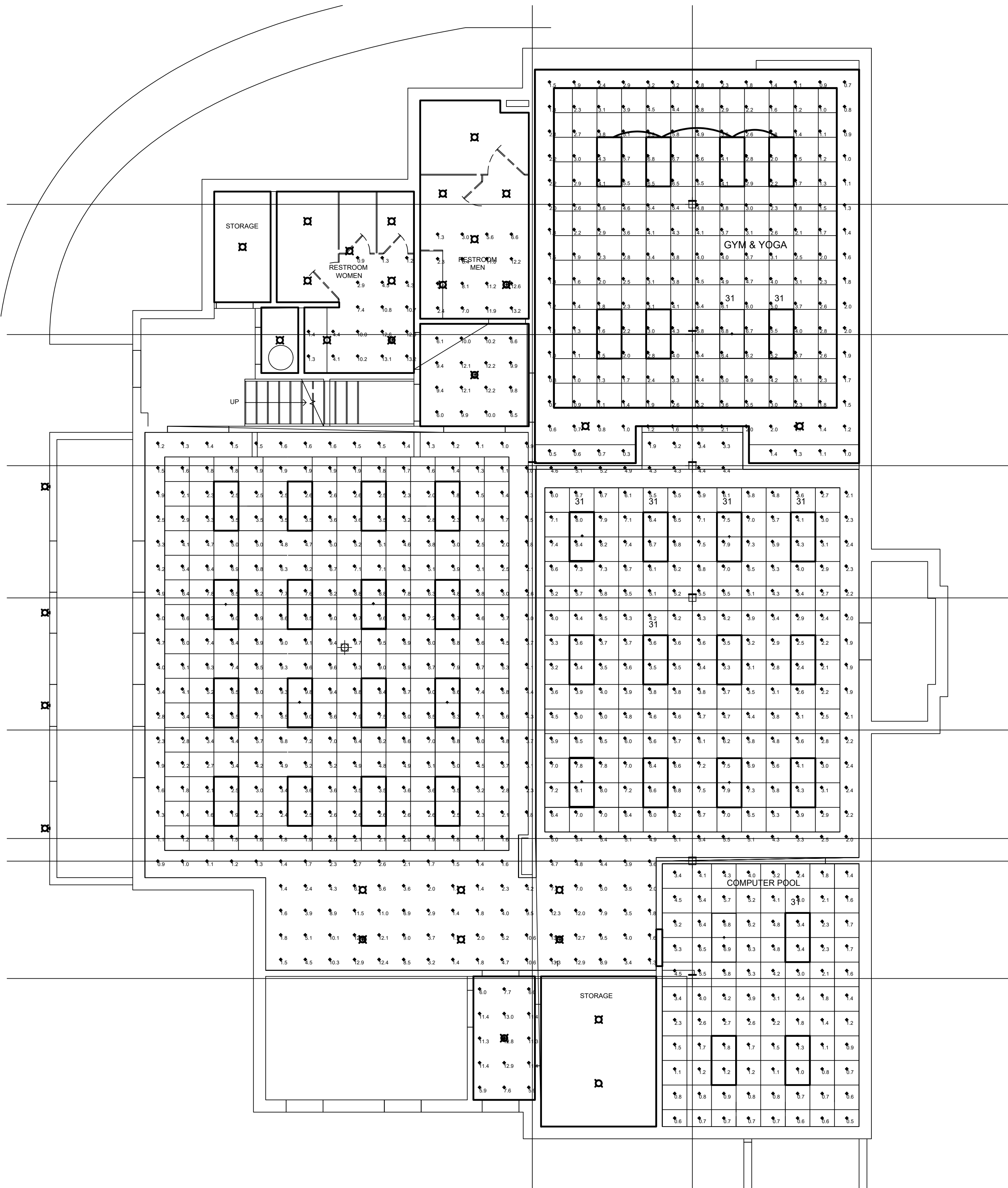
SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

**ELECTRICAL RENOVATION
LIGHTING PLAN**

Sheet Number:

E5.0



Calculation Summary							
Label	Units	Avg	Max	Min	Avg/Min	Max/Min	IES Recommended
COMMON AREA_Floor	Fc	4.74	13.3	0.9	5.27	14.78	1FC AVG, 40:1 MAX:MIN
COMPUTER POOL_Workplane	Fc	2.66	6.9	0.5	5.32	13.80	1FC AVG, 40:1 MAX:MIN
GYM & YOGA_Floor	Fc	2.83	6.8	0.3	9.43	22.67	1FC AVG, 40:1 MAX:MIN
RESTROOM MEN_Floor	Fc	7.36	13.2	1.3	5.66	10.15	1FC AVG, 40:1 MAX:MIN
RESTROOM VESTIBULE_Floor	Fc	9.53	12.2	6.0	1.59	2.03	1FC AVG, 40:1 MAX:MIN
RESTROOM WOMEN_Floor	Fc	6.69	13.2	0.9	7.43	14.67	1FC AVG, 40:1 MAX:MIN
VESTIBULE_Floor	Fc	9.73	13.0	5.9	1.65	2.20	1FC AVG, 40:1 MAX:MIN

Luminaire Schedule							
Tag	Symbol	Qty	Label	Description	LLF	Lumens	Watts
LDE		6	LDN4 35_15 L04 AR LSS TRW MVOLT GZ10 E10WCP	LITHONIA 4IN DOWNLIGHT - 1500LM 3500K, WITH 10W EM BATTERY PACK	0.500	1493	17.5
LAGE		11	2BLT4 48L AD5M MVOLT GZ10 LP835 E10WLCF	LITHONIA BLT 2X4 TROFFER - 4800LM, 3500K, WITH 10W EM BATTERY	0.250	5174	37.68

1 EMERGENCY LIGHTING PHOTOMETRIC CALCULATIONS

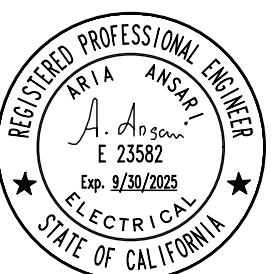
SCALE: 3/16" = 1'-0"



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



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DRAWN BY: iArch
CHECKED BY: iArch DATE:

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Department of Public Works

SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

EMERGENCY LIGHTING
PHOTOMETRIC CALCULATIONS

Sheet Number:

E6.0

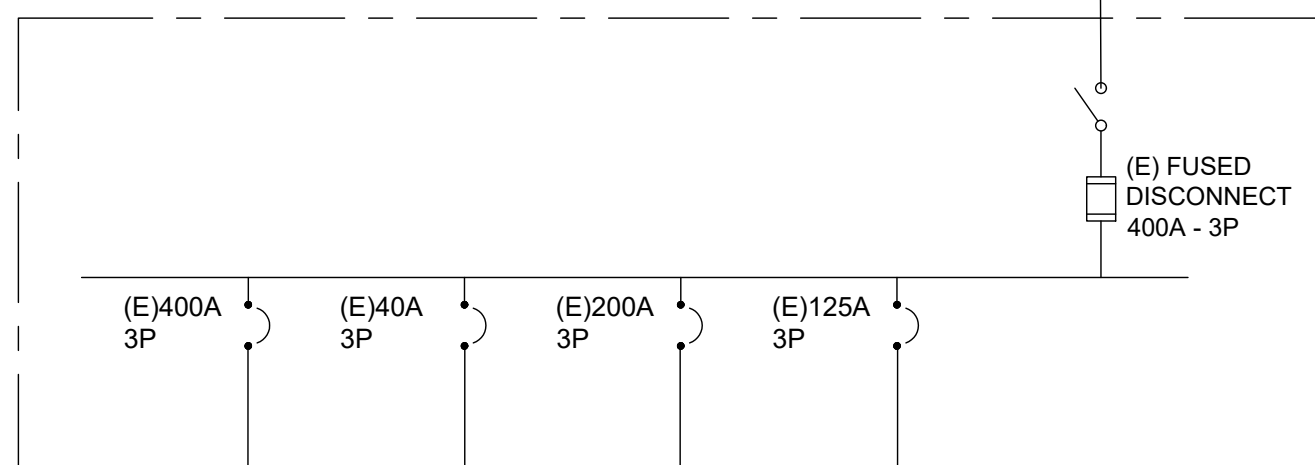
GENERAL NOTES

1. ALL EQUIPMENT AND FEEDERS SHOWN ON SINGLE LINE DIAGRAMS ARE EXISTING TO REMAIN UNLESS OTHERWISE NOTED WITH (N) ADJACENT DENOTES NEW.

KEY NOTES

1. PROVIDE NEW BREAKER, SIZE AS INDICATED TO MATCH THE EXISTING. NEW LOAD ADDED TO PANEL.
2. FEEDER LENGTH SHOWN IS FOR VOLTAGE DROP CALCULATION ONLY. CONTRACTOR SHALL VERIFY THE EXACT LENGTH IN FIELD.
3. UTILIZE 31.33,35 BUSSED SPACE TO HOUSE THE NEW BREAKER.

EXISTING "MSA" 400 AMP,
480/277V, 3PH, 4W



(E) PANEL
"AC-A"

(E) PANEL
"EQPT."

(E) PANEL
"EQPT."

(E) TRANSF. "T-B"
75 KVA
480V-120/208V
3Φ, 4W

(E) PANEL
"SLA"

(E) "MSB"
400A-240/120V
3Φ-4W

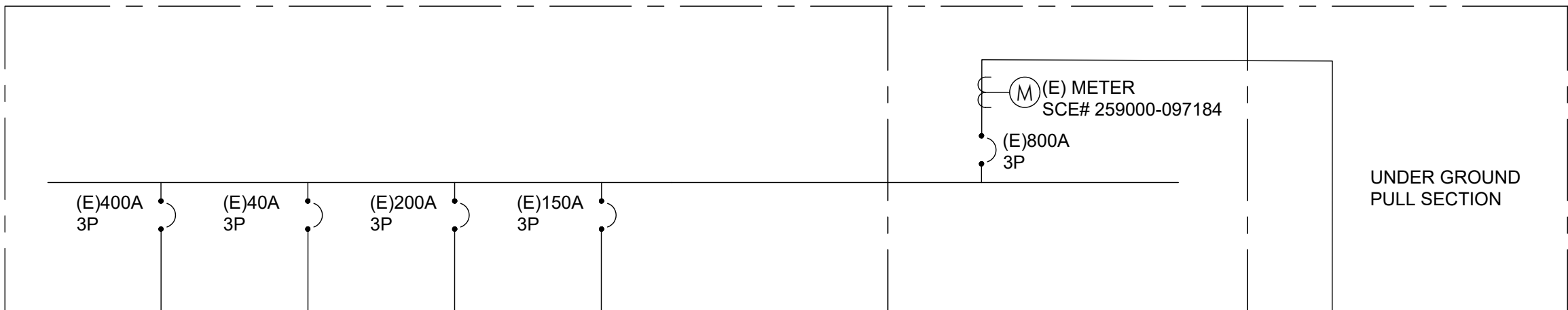
(E) FUSED
DISCONNECT
400A - 2P

(E) PANEL
"EE09"

(E) PANEL
"A"

(E) PANEL
"BA"

EXISTING "MS" 800 AMP, 480/277V, 3PH, 4W
LOCATED IN MAIN ELECTRICAL ROOM
SOUTH BUILDING



(E) PANEL
"ELEV"

(E) PANEL
"SHA"

(E) TRANSF. "STA"
112.5 KVA
480V-120/208V
3Φ, 4W

AFC=7.7KA
AIC=10KA

(E) PANEL
"SLA"

(E) PANEL
"SLB"

(E) PANEL
"SLK"

(E) PANEL
"SLB"

FEEDER
LENGTH=100FT
4#1 & 1#6
1-1/2" VC
VD=1.06%
AFC=4.136A
AIC=10KA

LOAD JUSTIFICATION FOR EXISTING MAIN SWITCHBOARD "MS"

EXISTING MAXIMUM LOAD FROM UTILITY BILL FROM 01/01/2024 TO 12/31/2024	308.00 KVA
25% OF EXISTING LOAD	77.00 KVA
EXISTING MAIN SWITCHBOARD DEMAND LOAD	385.00 KVA
OMIT LOAD FROM LIGHTING (DEMOLISHED LIGHTING IN THIS PROJECT)	-4.20 KVA
ADDED NEW LIGHTING LOAD	2.11 KVA
OMIT LOAD FROM OUTLETS (DEMOLISHED OUTLET IN THIS PROJECT)	-8.40 KVA
ADDED NEW LOAD FROM NEW PANEL SLC	24.30 KVA

ADDED LOAD FROM NEW HP-1	8.29 KVA
NET TOTAL CALCULATED LOAD IN SWITCHBOARD	407.10 KVA
407.10 KVA @ 277/480V, 3 PH, 4W =	489.89 AMPS
EXISTING FEEDER CIRCUIT BREAKER	800.00 AMPS
SPARE CAPACITY	310.11 AMPS

LOAD JUSTIFICATION FOR EXISTING PANEL SLA

EXISTING LOAD IN PANEL SLA EXCLUDED LOAD FROM PANELA SLB, SLC, SLK	32.40 KVA
EXISTING LOAD IN PANEL SLB	19.44 KVA
EXISTING LOAD IN PANEL SLK(KITCHEN EQUIPMENT PANEL)	36.00 KVA
ADDED NEW LOAD FROM PANEL SLC	24.30 KVA
NET TOTAL CALCULATED LOAD IN PANEL	105.66 KVA
FIRST 10KVA OF CONV. OUTLETS @ 100%	10.00 KVA
REMAINING 40.76 KVA OF CONV. OUTLETS @ 50%	20.38 KVA
KITCHEN EQUIPMENT DEMAND LOAD @ 65%	23.40 KVA
REMAINING LOAD @ 100%	18.90 KVA
NET TOTAL CALCULATED LOAD IN PANEL	72.68 KVA
72.68 KVA @ 120/208V, 3 PH, 4W =	201.89 AMPS
EXISTING 112.50 KVA TRANSFORMER	112.50 KVA
SPARE CAPACITY	39.82 KVA

LOCATION: STORAGE				PANEL "SLC"										MAIN 100A				
MOUNTING: SURFACE				120/		208 VOLTS,		3 PHASE,		4 WIRE		BUS 125A						
FED FROM: PANEL "SLA"				A.I.C. RATING : 10,000										FAULT CURRENT 4136A				
DESCRIPTION	VOLT AMPS			LTO	REC	MISC	BRK	CKT		CKT	BRK	MISC	REC	LTO	VOLT AMPS			DESCRIPTION
	Ø A	Ø B	Ø C												Ø A	Ø B	Ø C	
COMPUTER STATION	1080				6		20/1	1	★	2	20/1	4		720			MULTI-PURPOSE ROOM	
COMPUTER STATION		1080			6		20/1	3	★	4	20/1	4			720		MULTI-PURPOSE ROOM	
RECEPTACLES			720		4		20/1	5	★	6	20/1	6				1080	RECEPTACLES	
MICROWAVE	1580					1	20/1	7	★	8			1		4160		OVEN	
FRIDGE		1150				1	20/1	9	★	10						4160	-	
HP-2			1165			1		15/2	11	★	12					718	AH-1	
-	1165								13	★	14				718		-	
THREADMILL		800				1	20/1	15	★	16					479		AH-2	
THREADMILL			800			1	20/1	17	★	18						479	-	
EXTERIOR RECEPTACLES	360						20/1	19	★	20	15/1				506		EF-1	
SPARE							20/1	21	★	22	20/1		2			360	COUNTER RECEPTACLES	
SPARE							20/1	23	★	24	20/1						SPARE	
SPARE							20/1	25	★	26	20/1						SPARE	
SPARE							20/1	27	★	28	20/1						SPARE	
SPARE							20/1	29	★	30	20/1						SPARE	
SPARE							20/1	31	★	32	20/1						SPARE	
SPACE								33	★	34							SPACE	
SPACE								35	★	36							SPACE	
SPACE								37	★	38							SPACE	
SPACE								39	★	40							SPACE	
SPACE								41	★	42							SPACE	
VA				Ø A = 10,289			Ø B = 8,749			Ø C = 4,962								
TOTAL VA = 24,000 + LCL = 24,720 VA				AMPS = 68.6			LCL = 2,880			x 25% = 720 VA								

LOCATION: STORAGE				(E) PANEL "SHA"				MAIN MLO										
MOUNTING: SURFACE				277/ 480 VOLTS, 3 PHASE,		4 WIRE		BUS 225A										
FED FROM: MAIN BOARD "MSB"				A.I.C. RATING : 14,000		FAULT CURRENT												
DESCRIPTION	VOLT AMPS			LTG	REC	MISC	BRK	CKT			BRK	MISC	REC	LTG	VOLT AMPS			DESCRIPTION
	Ø A	Ø B	Ø C					Ø A	Ø B	Ø C					Ø A	Ø B	Ø C	
EXISTING AC-1	8310						70/3	1		2	20/1				1800			EXISTING KITCHEN LIGHTING
-		8310						3		4	20/1					1800		EXISTING ROOM #107 LIGHTING
-			8310					5		6	20/1						2000	EXISTING AREA POLE LIGHTING
EXISTING AC-2	3878						50/3	7		8	20/1				2200			EXISTING ROOM #108 LIGHTING
-		3878						9		10	20/1					1500		EXISTING LIGHTING
-			3878					11		12	20/1						1200	EXISTING COVE LIGHTING
EXISTING EF-3	3047							13		14	20/1				1200			EXISTING EXTERIOR LIGHTING
-		3047					20/3	15		16	20/1					2000		EXISTING EXTERIOR LIGHTING
-			3047					17		18	20/1						1500	EXISTING EXTERIOR LIGHTING
EXISTING	1800						20/1	19		20	20/1				1650			EXISTING LOWER LEVEL LIGHTING
EXISTING		1800					20/1	21		22	20/1					2000		EXISTING
EXISTING EXTERIOR LIGHTING			1500				20/1	23		24	20/1						1800	EXISTING
EXISTING	1800							25		26	20/1				1600			EXISTING
-		1800					20/3	27		28	20/1					1800		EXISTING
-			1800					29		30	20/1						1800	EXISTING
LIGHTING CIRCUIT	1545					43	20/1	31		32			1		3000			EXISTING WATER HEATER
LIGHTING CIRCUIT		483.5				28	20/1	33		34	20/3					3000		EXISTING WATER HEATER
EXTERIOR LIGHTING			92			4	20/1	35		36							3000	EXISTING WATER HEATER
HP-1	2762					1		37		38								SPACE
-		2762					15/3	39		40								SPACE
-			2762					41		42								SPACE
VA				Ø A = 34,592			Ø B = 34,181			Ø C = 32,689								
TOTAL VA = 101,462 + LCL = 107,694 VA				AMPS = 129.5			LCL = 24,930			x 25% = 6,233 VA								
PANEL "SHA" IS FED FROM 200A CIRCUIT BREAKER FROM "MS", THEREFORE IT'S ADEQUATE TO CARRY ADDED LOAD WITHOUT OVERLOADING																		

PANEL "SHA" IS FED FROM 200A CIRCUIT BREAKER FROM "MS", THEREFORE IT'S ADEQUATE TO CARRY ADDED LOAD WITHOUT OVERLOADING

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



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REVISIONS				APPROV.
NO.	DATE	BY	DESCRIPTION	



INFRASTRUCTURE ARCHITECTS

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DRAWN BY: iArch
CHECKED BY: iArch DATE:

CITY OF MONTEBELLO



Department of Public Works

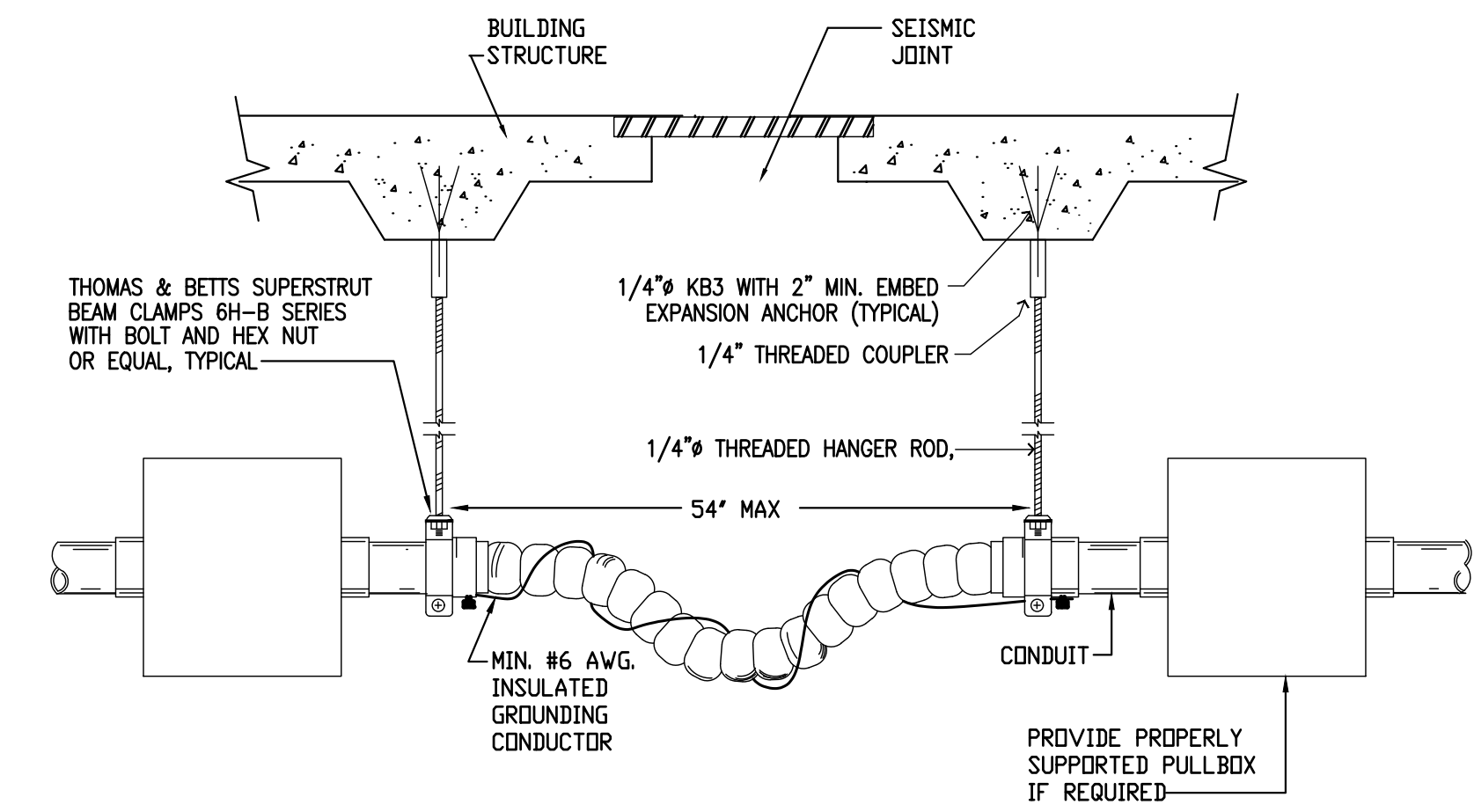
SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

SINGLE LINE DIAGRAM AND
PANEL SCHEDULES

Sheet Number:

E7.0

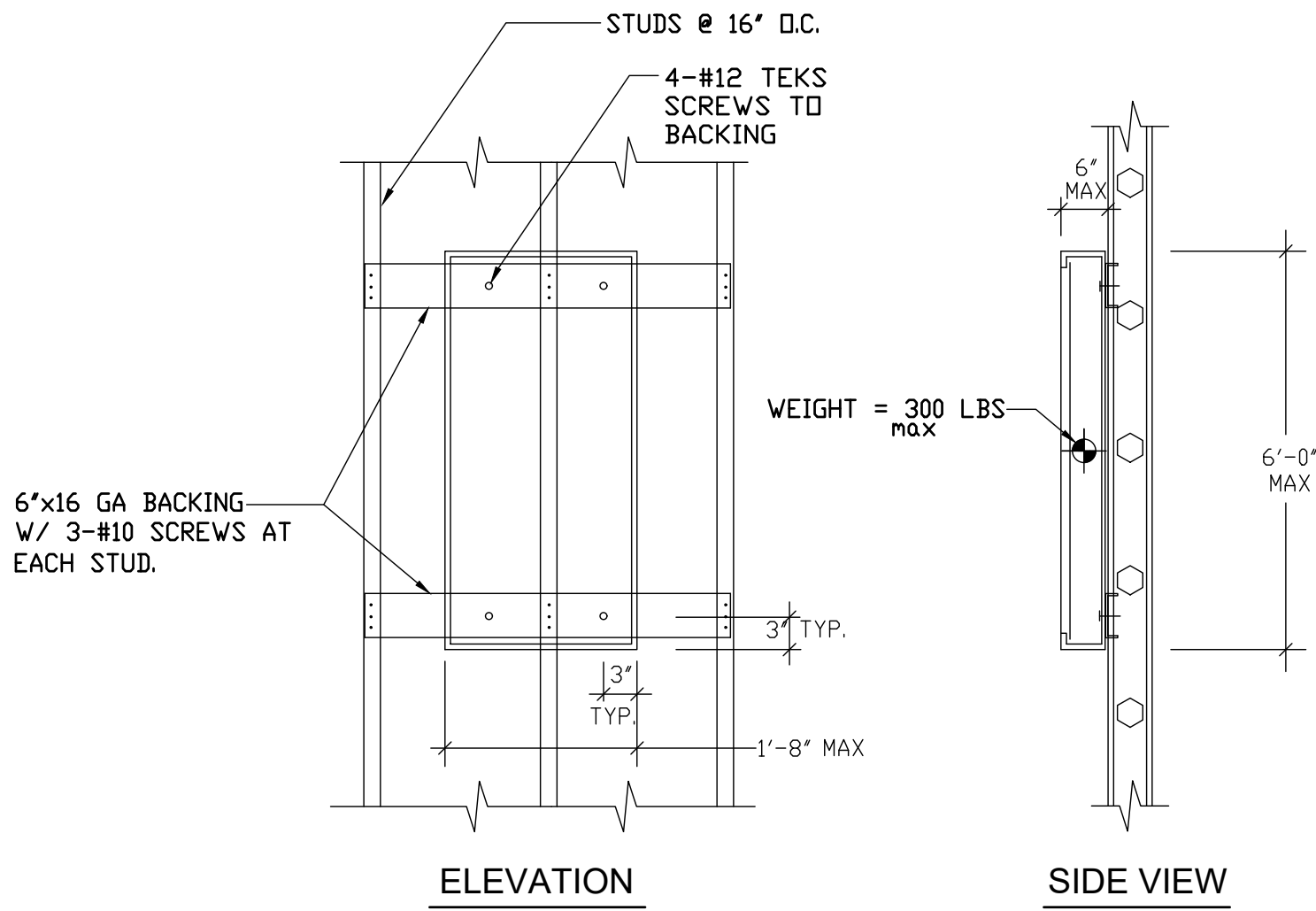


- NOTES:
- THE FOLLOWING ARE THE MOVEMENT REQUIREMENTS FOR THE FOLLOWING LEVELS:
 - 1ST FLOOR (2ND FLOOR STRUCTURE): 6" MOVEMENT.
 - TOTAL FLEXIBLE CONDUIT LENGTH IS WIDTH BETWEEN CONNECTORS PLUS REQUIRED MOVEMENT.

TYPICAL CONDUIT CROSSING AT SEISMIC JOINTS

SCALE:
NONE

1A



SURFACE MOUNT PANELBOARD DETAIL

SCALE:
NONE

2A

SCALE:
NONE

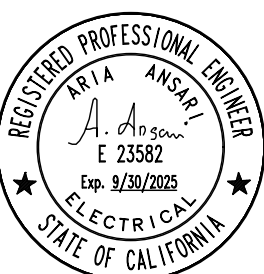
3A



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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CITY OF MONTEBELLO



Department of Public Works

SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

ELECTRICAL DETAILS

Sheet Number:

E8.0

STATE OF CALIFORNIA

Indoor Lighting

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

NRCC-LTI-E

This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.0, 130.1, 140.6 and 141.0(b)2 for indoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)4 for indoor lighting scopes using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.

Project Name: City of Montebello Senior Center

Report Page: (Page 1 of 8)

Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T16:37:47-05:00

A. GENERAL INFORMATION

01 Project Location (city)	Montebello	04 Total Conditioned Floor Area (ft²)	4,148
02 Climate Zone	9	05 Total Unconditioned Floor Area (ft²)	0
03 Occupancy Types Within Project (select all that apply):	06 # of Stories (Habitable Above Grade)		
All Other Occupancies			

B. PROJECT SCOPE

This table includes any lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.6 / 170.2(e) or 141.0(b)2 / 180.2(b)4 for alterations.

Scope of Work		Conditioned Spaces		Unconditioned Spaces	
01	02	03	04	05	
My Project Consists of (check all that apply):		Calculation Method	Area (ft²)	Calculation Method	Area (ft²)
☐ New Lighting System		N/A	0	N/A	0
☐ New Lighting System - Parking Garage		N/A	0	N/A	0
☒ Altered Lighting System		Area Category Method	4148	N/A	0
Total Area of Work (ft²)		4148			

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: 275991-0225-0006

Report Generated: 2025-02-24 13:37:49

Documentation Software: Energy Code Ace

STATE OF CALIFORNIA

Indoor Lighting

CALIFORNIA ENERGY COMMISSION

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Project Name: City of Montebello Senior Center

Report Page: (Page 4 of 8)

Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T16:37:47-05:00

IV. INDOOR LIGHTING CONTROLS (Not including PAFs)

This table includes lighting controls for conditioned and unconditioned spaces.

Building Level Controls		01		02		03	
Mandatory Demand Response 110.12(c)		Shut-off controls 130.1(c) / 160.5(b)4C		Field Inspector		Pass	
NA < 4,000W subject to multilevel		See Area/Space Level Controls				Fail	

Area Level Controls

04	05	06	07	08	09	10	11	12
Area Description	Complete Building or Area Category Primary Function Area	Manual Area Controls 130.1(a) / 160.5(b)4A	Multi-Level Controls 130.1(b) / 160.5(b)4B	Shut-Off Controls 130.1(c) / 160.5(b)4C	Primary/Sky Light Daylighting 130.1(d) / 160.5(b)4D	Secondary Daylighting 130.1(e) / 160.5(b)4E	Interlocked Systems 140.6(a)1 / 170.2(e)2A	Field Inspector
GYM AND YOGA	Exercise Center Gymnasium	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass
COMPUTER AREA	Classroom, Lecture, or Training Vocational	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Fail
MULTI PURPOSE AREA	Lounge	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass
RESTROOM	Restroom	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Fail
STORAGE	Storage - MF common areas	Readily Accessible	Dimmer	Occupancy Sensor	NA: Not daylight zone	NA: Not daylight zone	No	Pass
13								
Plan Sheet Showing Daylit Zones:								

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: 275991-0225-0006

Report Generated: 2025-02-24 13:37:49

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STATE OF CALIFORNIA

Indoor Lighting

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

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Project Name: City of Montebello Senior Center

Report Page: (Page 7 of 8)

Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T16:37:47-05:00

U. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selections have been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title

NRCC-LTI-E - Must be submitted for all buildings

V. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in this document. If any selections have been changed by the permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and any with "A" in the form name must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: <http://www.energy.ca.gov/title24/atccp/providers.html>

Form/Title

NRCA-LTI-02-A - Must be submitted for occupancy sensors and automatic time switch controls.

GYM AND YOGA; COMPUTER AREA; MULTI PURPOSE AREA; RESTROOM; STORAGE

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: 275991-0225-0006

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STATE OF CALIFORNIA

Indoor Lighting

CALIFORNIA ENERGY COMMISSION

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Project Name: City of Montebello Senior Center

Report Page: (Page 2 of 8)

Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T16:37:47-05:00

C. COMPLIANCE RESULTS

If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Lighting in conditioned and unconditioned spaces must not be combined for compliance per 140.6(b)1 / 170.2(e)	Allowed Lighting Power per 140.6(b) / 170.2(e) (Watts)					Adjusted Lighting Power per 140.6(a) / 170.2(e) (Watts)					Compliance Results
	01	02	03	04	05	06	07	08	09		
	Complete Building 140.6(c)1	Area Category 140.6(c)2 / 170.2(e)4	Area Category Additional 140.6(c)2G / 170.2(e)4Av (+)	Tailored 140.6(c)3 / 170.2(e)4B (+)	Total Allowed (Watts)	Total Designed (Watts)	PAF Lighting Control Credits 140.6(a)2 / 170.2(e)1B (+)	Total Adjusted (Watts) *Includes Adjustments	05 must be >= 08 140.6 / 170.2(e)		
(See Table I)	(See Table I)	(See Table I)	(See Table K)	=	2,202.55	=	1,957.5	=	1957.5	COMPLIES	
Conditioned	2,202.55					1,957.5					COMPLIES
Unconditioned											COMPLIES
Controls Compliance (See Table H for Details)											COMPLIES
Rated Power Reduction Compliance (See Table Q for Details)											

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: 275991-0225-0006

Report Generated: 2025-02-24 13:37:49

Documentation Software: Energy Code Ace

STATE OF CALIFORNIA

Indoor Lighting

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

NRCC-LTI-E

This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.0, 130.1, 140.6 and 141.0(b)2 for indoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)4 for indoor lighting scopes using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.

Project Name: City of Montebello Senior Center

Report Page: (Page 5 of 8)

Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T16:37:47-05:00

I. LIGHTING POWER ALLOWANCE: COMPLETE BUILDING OR AREA CATEGORY METHODS

Each area complying using the Complete Building or Area Category Methods per 140.6(b) are included in this table. Column 06 indicates if additional lighting power allowances per 140.6(c) or adjustments per 140.6(a) are being used.

Conditioned Spaces

01	02	03	04	05	06
Area Description	Complete Building or Area Category Primary Function Area	Allowed Density (W/ft²)	Area (ft²)	Allowed Wattage (Watts)	Additional Allowance / Adjustment
GYM AND YOGA	Exercise Center Gymnasium	0.5	815	407.5	No
COMPUTER AREA	Classroom, Lecture, or Training Vocational	0.6	342	205.2	No
MULTI PURPOSE AREA	Lounge	0.55	2,236	1,229.8	No
RESTROOM	Restroom	0.63	432	267.8	No
STORAGE	Storage - MF common areas	0.45	205	92.25	No
TOTALS:			4,010	2,202.55	See Tables J, or P for detail

J. ADDITIONAL ALLOWANCE: AREA CATEGORY METHOD QUALIFYING LIGHTING SYSTEM

This section does not apply to this project.

K. TAILORED METHOD GENERAL LIGHTING POWER ALLOWANCE

This section does not apply to this project.

L. ADDITIONAL LIGHTING ALLOWANCE: TAILORED WALL DISPLAY

This section does not apply to this project.

M. ADDITIONAL LIGHTING ALLOWANCE: TAILORED FLOOR AND TASK LIGHTING

This section does not apply to this project.

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STATE OF CALIFORNIA

Indoor Lighting

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CERTIFICATE OF COMPLIANCE

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Project Name: City of Montebello Senior Center

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Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T16:37:47-05:00

F. INDOOR LIGHTING FIXTURE SCHEDULE

This table includes all planned permanent and portable lighting other than dwelling unit/ hotel/ motel room lighting. Multifamily dwelling unit and hotel/motel room lighting is documented in Table I. If using Table T to document lighting in multifamily common use areas providing shared provisions for living, eating, cooking or sanitation, these luminaires are not included here.

Designed Wattage: Conditioned Spaces

01	02	03	04	05	06	07	08	09	10
Name or Item Tag	Complete Luminaire Description	Modular (Track) Fixture	Small Aperture & Color Change¹	Watts per luminaire²	How is Wattage determined	Total Number of Luminaires	Excluded per 140.6(a)3 / 170.2(e)2C	Design Watts	Field Inspector
LD	LED DOWNLIGHT DIMMABLE	No	NA	17.5	Mfr. Spec	19	No	332.5	Pass
LDE	LED DOWNLIGHT DIMMABLE WITH EMERGENCY BATTERY	No	NA	17.5	Mfr. Spec	6	No	105	Fail
L4G	LED DECORATIVE 2'X4' DIMMABLE	No	NA	38	Mfr. Spec	29	No	1,102	Pass
L4GE	LED DECORATIVE 2'X4' DIMMABLE WITH EMERGENCY BATTERY PACK	No	NA	38	Mfr. Spec	11	No	418	Fail
Total Designed Watts: CONDITIONED SPACES								1,957.5	

G. MODULAR LIGHTING SYSTEMS

This section does not apply to this project.

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STATE OF CALIFORNIA

Indoor Lighting

CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE

NRCC-LTI-E

This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.0, 130.1, 140.6 and 141.0(b)2 for indoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)4 for indoor lighting scopes using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.

Project Name: City of Montebello Senior Center

Report Page: (Page 3 of 8)

Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T16:37:47-05:00

N. ADDITIONAL LIGHTING ALLOWANCE: TAILORED DECORATIVE / SPECIAL EFFECTS

This section does not apply to this project.

O. ADDITIONAL LIGHTING ALLOWANCE: TAILORED VERY VALUABLE MERCHANDISE

This section does not apply to this project.

P. POWER ADJUSTMENT: LIGHTING CONTROL CREDIT (POWER ADJUSTMENT FACTOR (PAF))

This section does not apply to this project.

Q. RATED POWER REDUCTION COMPLIANCE FOR ONE-FOR-ONE ALTERATIONS

This section does not apply to this project.

R. 80% LIGHTING POWER FOR ALL ALTERATIONS - CONTROLS EXCEPTIONS

This section does not apply to this project.

S. DAYLIGHT DESIGN POWER ADJUSTMENT FACTOR (PAF)

This section does not apply to this project.

T. DWELLING UNIT LIGHTING

This section does not apply to this project.

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Indoor Lighting

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This document is used to demonstrate compliance with requirements in 110.9, 110.12(c), 130.0, 130.1, 140.6 and 141.0(b)2 for indoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e) and 180.2(b)4 for indoor lighting scopes using the prescriptive path for multifamily occupancies. Multifamily includes dormitory and senior living facilities.

Project Name: City of Montebello Senior Center

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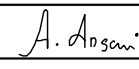
Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Date Prepared: 2025-02-24T16:37:47-05:00

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Aria Ansari

Documentation Author Signature: 

Signature Date: 02-24-2025

Company: Aria Engineering Group

Address: 1832B LOCKSLEY STREET

City/State/Zip: SAN DIEGO CA 92128

CLIA HEIR Certification Identification (if applicable):

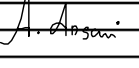
Phone: 619-694-9485

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

- The information provided on this Certificate of Compliance is true and correct.
- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).
- The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features and system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
- I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: ARIA ANSARI

Responsible Designer Signature: 

Company: ARIA ENGINEERING GROUP

Date Signed: 02-24-2025

Address: 1832B LOCKSLEY STREET

City/State/Zip: SAN DIEGO CA 92128

License: E-23582

Phone: 619-694-9485

ARIA ENGINEERING GROUP

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

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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 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) 422-4153.

REVISIONS

NO.	DATE	BY	DESCRIPTION	APPROV.



REGISTERED PROFESSIONAL ENGINEER
Aria Ansari
E 23582
Exp. 8/30/2025
ELECTRICAL
STATE OF CALIFORNIA



INFRASTRUCTURE ARCHITECTS
iARCH
100 Progress, Suite 110, Irvine, CA 92618
www.infrastructurearchitects.com

DESIGNED BY: iArch
DRAWN BY: iArch
CHECKED BY: iArch DATE:



CITY OF MONTEBELLO
Department of Public Works

SENIOR CENTER RENOVATION
115 South Taylor Ave. , Montebello , CA 90640

INTERIOR TITLE 24 CALCULATIONS

Sheet Number: E9.0

P.N.: 2.1000.03
CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT
Page 284 of 710

STATE OF CALIFORNIA

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

This document is used to demonstrate compliance with requirements in 110.9, 130.0, 130.2, 140.7, and 141.0b(2) for outdoor lighting scopes using the prescriptive path for residential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e), 180.1(a) and 180.2(b)(4) for outdoor lighting scopes using the prescriptive path for multifamily and mixed-use occupancies. Multifamily includes dormitory and senior living facilities.

Project Name: City of Montebello Senior Center

Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640

Report Page:

Date Prepared:

SALICIA ENERGY COMMISSION

NRCC-170-0

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A. GENERAL INFORMATION

01 Project Location (city)	Montebello	04 Total Illuminated Hardscape Area (ft ²)	200
02 Climate Zone	9		
03 Outdoor Lighting Zone per Title 24 Part 3.10.11.4 or as designated by Authority Having Jurisdiction (AHJ):			
☐ 03.0 Very Low - Undeveloped Parkland	☒ 03.2 Moderate - Urban Clusters	☐ 03.4 High - Must be reviewed by CA Energy Commission for Approval	
☐ 03.1 Low - Rural Areas	☐ 03.3 Moderately High - Urban Areas		
05 Occupancy Types within Project			
☒ All Other Occupancies			

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(e) or 141.0b(2) / 180.2(b)(4) for alterations.

My Project Consists of:

01	02	
☒ New Lighting System	Must Comply with Allowances from 140.7 / 170.2(e)	
☐ Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)?	☒ Yes ☒ No
03	04	05
% of Existing Luminaires Being Altered ¹	Sum Total of Luminaires Being Added or Altered	Calculation Method
☐ < 10% ☐ ≥ 10% and < 50% ☐ ≥ 50%		

Please proceed to Table F, Outdoor Lighting Fixture Schedule to define the project's luminaires.

¹ FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.

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STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION
Outdoor Lighting		
CERTIFICATE OF COMPLIANCE		NRCC-LTD-E
Project Name: City of Montebello Senior Center	Report Page:	(Page 4 of 7)
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H. OUTDOOR LIGHTING CONTROLS				
This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application. Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit.				
Mandatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings				
01	02	03	04	05
Area Description	Shut-Off 130-2(c) / 160.5(c)	Auto-Schedule 130-2(c) / 160.5(c)	Motion Sensor 130-2(c)3 / 160.5(c)	Field Inspector
				Pass Fail
Building Walkway: "E1"	Photocontrol	Provided	NA: Each Luminaire <= 40 Watts	Pass Fail
¹FOOTNOTE: Not has been observed, please refer to Table 160.5-4 to confirm compliance with the specific light source technologies listed. ²Autonomous jurisdiction may ask for calculations or other documentation to confirm compliance of light source. ³Recessed luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-in-suitcase ceilings are excepted from II and iii.				

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STATE OF CALIFORNIA		CALIFORNIA ENERGY COMMISSION	
Outdoor Lighting			
CERTIFICATE OF COMPLIANCE			
Project Name: City of Montebello Senior Center		NRCC-ITO-E (Page 7 of 7)	
Project Address: 115 S TAYLOR AVE, MONTEBELLO, CA 90640		Date Prepared: 2025-02-26T18:16:44-05:00	

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT I certify that this Certificate of Compliance documentation is accurate and complete.		Documentation Author Signature: <i>A. Ansari</i> Signature Date: 02-24-2025 CEA/HERS Certification Identification (if applicable): Phone: 619-684-9495	
Documentation Author Name: Aria Ansari Company: Aria Engineering Group Address: 18028 LOCKSLEY STREET City/State/Zip: SAN DIEGO CA 92128			
RESPONSIBLE PERSON'S DECLARATION STATEMENT (certify the following under penalty of perjury, under the laws of the State of California:			
1. The information provided on this Certificate of Compliance is true and correct. 2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer) 3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of the Title 24, Part 1 and Part 6 of the California Code of Regulations. 4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, and specifications submitted to the enforcement agency for approval with this building permit application. 5. I will ensure that a completed signed copy of this Certificate of Compliance will be made available with building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.			
Responsible Designer Name: ARIA ANSARI Company: ARIA ENGINEERING GROUP Address: 18028 LOCKSLEY STREET City/State/Zip: SAN DIEGO CA 92128		Responsible Designer Signature: <i>A. Ansari</i> Date Signed: 02-24-2025 License: 619282 Phone: 619-684-9495	

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance	Generated Date/Time: Report Version: 2022.0.000 Schema Version: rev 20220101	Documentation Software: Energy Code Ace Compliance ID: 276222-0225-0005 Report Generated: 2025-02-26 15:16:47
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[illegible]

D. EXCEPTIONAL CONDITIONS
<i>This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.</i>

E. ADDITIONAL REMARKS
<i>This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.</i>

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CERTIFICATE OF COMPLIANCE		NRCC-LTO-E	
Project Name:	City of Montebello Senior Center	Report Page:	(Page 5 of 7)
		Date Prepared:	2025-02-26T18:16:44-05:00

I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(e))										
This table includes areas using allowance calculations per 140.7 / 170.2(e). General Hardscape Allowances are per Table 140.7-A/ Table 170.2-A while "Use it or lose it" Allowances are per Table 140.7-B/ Table 170.2-B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance. Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here. Calculated General Hardscape Lighting Power Allowance per Table 140.7-A for Nonresidential & Table (below)				01 "Use it or lose it" Allowance (select all that apply) (select all that apply) ☒ General Hardscape Allowance Table (Below) ☐ Per Application Table J ☐ Sales Frontage Table K ☐ Ornamental Table L ☐ Per Specific Area Table M						
02		03		04	05	06		07	08	09
Area Description		Area Wattage Allowance (AWA)				Linear Wattage Allowance (LWA)				Total General AWA + LWA (Watts)
Illuminated Area (ft ²)		Allowed Density (W/ft ²)		Area Allowance (Watts)		Perimeter Length (ft)	Allowed Density (W/ft)	Linear Allowance (Watts)		
Building Walkway		15		0.019	0.28	11	0.15	1.65	1.93	
Initial Wattage Allowance for Entire Site (Watts):										200
Instances of Initial Wattage Allowance (L2 only) ¹										
Total General Hardscape Allowance (Watts):										201.93

J. LIGHTING ALLOWANCE: PER APPLICATION
<i>This section does not apply to this project.</i>

K. LIGHTING ALLOWANCE: SALES FRONTAGE
<i>This section does not apply to this project.</i>

L. LIGHTING ALLOWANCE: ORNAMENTAL
<i>This section does not apply to this project.</i>

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STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: City of Montebello Senior Center	Report Page:	(Page 3 of 7)
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F. OUTDOOR LIGHTING FIXTURE SCHEDULE										
<i>For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(e) all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)(1), only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (i.e., existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit is included in Table H, and are not included here. All other multifamily outdoor lighting is included here.</i>										
Designed Wattage:										
01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description	Watts per luminaire ¹	How is Wattage determined	Total Number Luminaires ²	Luminaire Status ³	Excluded per 140.7(a) / 170.2(e)6A	Design Watts	Cutoff Rec'd: 6,200 initial lumen output (130.2b) / 160.5(e)14 ⁴	Field Inspector	
									Pass Fail	
EL1	LED WALL MOUNTED WITH INTEGRAL PHOTO-SENSOR AND EMERGENCY BATTERY PACK	☐ Linear	24	Mfr. Spec	4	New	☐	96	N/A < 6200 lumens	☐ ☐
Total Design Watts:								96		
¹ NOTES: Selections with a * require a note in the space below explaining how compliance is achieved. ELuminaires is lighting a status. EXCEPTION to 130.2(b)										

G. SHIELDING REQUIREMENTS (BUG)
<i>This section does not apply to this project.</i>

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M. LIGHTING ALLOWANCE: PER SPECIFIC AREA
<i>This section does not apply to this project.</i>

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)
<i>This section does not apply to this project.</i>

0. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION <i>Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online</i>	
Form/Title	
NRCC-LTO-E - Must be submitted for all buildings	

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE	
Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Form (ATTCF). For more information visit: http://www.enr.gov/sites/default/files/atoms/files/ATTCF.pdf	
Form/Title	Systems/Spaces To Be Field Verified
NRCA-ITO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls are added to <= 20 luminaires.	Building Wallway, "EL1"

	Generated Date/Time:	Documentation Software: Energy Code Ace
CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance	Report Version: 2022.0.000 Schema Version: rev 20220101	Compliance ID: 276222-0225-0005 Report Generated: 2025-02-26 15:16:47

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 SERVICE. THE EXCAVATION CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERTS AT 1 (800) 422-4133.

REVISIONS				
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DATE:	



CITY OF MONTEBELLO



Department of Public Works

SENIOR CENTER RENOVATION
115 South Taylor Ave. , Montebello , CA 90640

EXTERIOR TITLE 24 CALCULATIONS

Sheet Number:

E10.0

SCOPE OF WORK
RENOVATION AN EXISTING SENIOR CENTER. 1- REPLACE AND RELOCATE AN EXISTING GAS TANK WATER HEATER. 2- REMOVE ELECTRIC WATER HEATER FROM THE ELECTRICAL ROOM. 3- REPLACE AND RELOCATE LAVATORY , WATER CLOSET , URINAL, FLOOR DRAIN IN RESTROOMS. 4- REMOVE AND DEMOLISH 3 COMPARTMENT SINK, SINGLE SINK, GAS RANGE, FLOOR DRAIN AND FLOOR SINKS IN THE KITCHEN AREA. 5- MODIFY AND ADJUST COLD WATER, SANITARY SEWER AND VENT FOR NEW PLUMBING. 6- REPLACE NATURAL GAS AND HOT WATER PIPES ENTIRELY.
GENERAL PLUMBING NOTES
1. EXISTING CONDITIONS ARE BASED ON LIMITED FIELD VERIFICATION. CONTRACTOR SHALL ADJUST TO ACTUAL FIELD CONDITIONS AT NO ADDITIONAL EXPENSE TO THE TENANT.
2. ALL CONTRACTORS SHALL REVIEW A COMPLETE SET OF CONSTRUCTION ALL CONTRACTORS SHALL REVIEW A COMPLETE SET OF CONSTRUCTION DOCUMENTS. PLUMBING CONTRACTOR SHOULD COORDINATE HIS WORK WITH ALL OTHER TRADES. THIS INCLUDES COORDINATING THE LOCATION AND SIZE OF ALL OPENINGS, LOCATIONS OF EQUIPMENT PAD, AND CHANGES OF ELEVATIONS.
3. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH DEMOLITION RESPONSIBLE TO BIDDING AND START OF WORK. CONTRACTOR IS RESPONSIBLE ALL EXISTING AS REQUIRED FOR INSTALLATION/CONSTRUCTION OF NEW WORK.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING CONDITIONS PRIOR TO SUBMITTING HIS BID. VERIFY LOCATION, ELEVATIONS, AND SIZES OF ALL EXISTING PLUMBING AND INFORM THE ARCHITECT OF ANY DISCREPANCIES. NO ADDITIONAL COMPENSATION WILL BE MADE FOR ANY EXTRAS DUE TO CONTRACTOR'S FAILURE TO VISIT THE JOBSITE AND/OR PREDETERMINE ALL EXISTING CONDITIONS BEFORE SUBMITTING HIS BID. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT FOR RESOLUTION. NO EXCEPTION.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL UTILITY RUNS, UNDERGROUND AND ABOVE GROUND PIPING AND/OR OTHER IMPROVEMENTS LOCATED ON THE PREMISES. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ALL COSTS RELATING TO THE RELOCATION OF DAMAGE TO, REPAIR OF ANY EXISTING UTILITY RUNS AND/OR IMPROVEMENTS WHICH ARE DAMAGED AS A RESULT OF WORK IN OR AROUND THE PREMISES.
6. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT SPECIFICATIONS, LOCATIONS AND MOUNTING HEIGHTS OF ALL PLUMBING FIXTURES. NO EXCEPTION.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PREPARE ACCURATE AS-BUILT DRAWINGS DURING CONSTRUCTION AND SUBMIT FOR APPROVAL UPON COMPLETION OF INSTALLATION.
8. CONTRACTOR SHALL FINISH ALL MATERIALS, LABOR, EQUIPMENT, TRANSPORTATION AND SERVICES REQUIRED FOR COMPLETING THE WORK. ALL MATERIALS AND WORK SHALL COMPLY WITH APPLICABLE CODES AND REGULATIONS AND MEET THE APPROVAL OF STATE & LOCAL JURISDICTION.
9. WATER HEATER SHALL BE CERTIFIED BY THE MANUFACTURER AND MUST AND MUST COMPLY WITH THE EFFICIENCY STANDARDS OF THE CALIFORNIA ENERGY COMMISSION, 2023 EDITION & GREEN BUILDING STANDARD LAGBC.
10. ALL HOT WATER PIPING SHALL BE INSULATED WITH ARMSTRONG "ARMAFLEX" ALL HOT WATER PIPING SHALL BE INSULATED WITH ARMSTRONG "ARMAFLEX" INSULATION PER SECTION 609.11 OR THE 2022 PLUMBING CODE AND TABLE 120.3-A, SECTION 120.3 OF THE CALIFORNIA ENERGY CODE.
11. CONTRACTOR SHALL VERIFY WATER PRESSURE CONDITIONS AT THE PROJECT SITE. CONTRACTOR SHALL PROVIDE INSTALL A PRESSURE REGULATOR WHERE THE SUPPLY PRESSURE EXCEEDS 80 PSI.
12. ALL PIPING SHALL BE SUPPORTED AT INTERVAL NOT TO EXCEED THOSE SHOWN IN CPC TABLE 313.3
13. ALL POTABLE WATER OUTLETS WITH HOSE ATTACHMENTS, SUCH AS HOSE BIBS, AND MOP SINKS ARE TO BE PROVIDED WITH A BACKFLOW /ANTI-SIPHON DEVICE.
14. ALL CONCEALED PIPING SHALL BE INSTALLED PER CALIFORNIA PLUMBING CODE. ALL CONCEALED PIPING SHALL BE INSTALLED PER CALIFORNA PLUMBING CODE 2022. NO EXCEPTION.
15. ALL FAUCETS SHALL COMPLY WITH CALIFORNIA PROPOSITION 65 AND SHALL ALL FAUCETS SHALL COMPLY WITH CALIFORNIA PROPOSITION 65 AND SHALL BE CERTIFIED TO NSF STANDARD 61 SECTION 9 FOR DRINKING WATER COMPONENTS.
16. ALL REQUIRED CLEANOUTS SHALL BE INSTALLED AS PER SEC. 707.0 & 719.0 OF ALL REQUIRED CLEANOUTS SHALL BE INSTALLED AS PER SEC. 707.0 & 719.0 OF THE 2023 LOS ANGELES PLUMBING CODE.
17. FLOOR DRAINS OR SIMILAR TRAPS DIRECTLY CONNECTED TO THE DRAINAGE FLOOR DRAINS OR SIMILAR TRAPS DIRECTLY CONNECTED TO THE DRAINAGE SYSTEM AND SUBJECT TO INFREQUENT USE SHALL BE PROVIDED WITH AN APPROVED AUTOMATIC MEANS OF MAINTAINING THEIR WATER SEALS.
18. ALL PLUMBING VENTS SHALL TERMINATE NOT LESS THAN TEN(10) FEET FROM OR AT LEAST THREE (3) FEET ABOVE ANY DOOR, OPENING, FRESH AIR INTAKE OR VENT SHAFT.
19. SLOPE ALL CONDENSATE DRAIN LINES AT 1% AND SLOPE ALL SEWER PIPING MINIMUM OF 2%.
20. WASTE & VENT PIPING MATERIAL: SHALL BE ABS/PVC OR AB&1 SERVICE WASTE & VENT PIPING MATERIAL: SHALL BE ABS/PVC OR AB&1 SERVICE WEIGHT CAST IRON NO-HUB SOIL PIPE AND FITTINGS WITH NO-HUB CLAMPS. MUST CONFORM TO CISPI STANDARD 301.04s & 310.04 AND CLEARLY MARKED WITH THE CAST IRON SOIL PIPE INSTITUTE TRADEMARK, MANUFACTURER'S NAME AND COUNTRY OF ORIGIN. ABS/PVC CAN BE USED IF ALLOWED BY LOCAL AUTHORITY HAVING JURISDICTION.
21. WRAP ALL IRON AND COPPER PIPE AND FITTINGS BELOW SLAB OR GRADE WITH 8 MIL POLYETHYLENE WRAP AND 6" MINIMUM ENVELOPE OF CLEAN SAND. ALL ROUND PIPE IN ACCORDANCE WITH NSI/AWWA STANDARD C105/A21.5-82.
22. WATER PIPE SHALL BE TYPE "L" ABOVE GRADE, HARD DRAWN COPPER WATER PIPE SHALL BE TYPE "L" ABOVE GRADE, HARD DRAWN COPPER TUBING, WITH WROUGHT COPPER FITTINGS, SOLDER ALL JOINTS WITH LEAD-FREE SOLDER.
23. CONDENSATE DRAIN PIPE SHALL BE TYPE "DWV" HARD DRAWN COPPER TUBING WITH WROUGHT COPPER FITTINGS, 50-50 SOLDERED JOINTS. INSULATE ALL CONDENSATE DRAIN PIPING WITHIN BUILDING INTERIOR.
24. NEW OR REPAIRED PORTABLE WATER SYSTEMS SHALL BE DISINFECTED NEW OR REPAIRED PORTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE ACCORDING TO THE METHODS IN LAPC 2023 609.9. NO EXCEPTION.
25. CONTRACTOR TO PROVIDE THERMOSTATIC MIXING VALVES FOR PUBLIC-USE LAVATORIES TO LIMIT TEMPERATURE TO A MAXIMUM OF 120 DEGREES FAHRENHEIT (2023 LAPC 407.3).
26. THIS DOCUMENT IS NOT FOR BID OR CONSTRUCTION UNTIL THE PLAN HAS BEEN REVIEWED AND APPROVED BY ALL AUTHORITIES HAVING JURISDICTION AND THE PERMIT IS OBTAINED. NO COMPENSATION WILL BE MADE FOR ADDITIONAL WORK DUE TO THE VIOLATION OF THIS REQUIREMENT.

TYPICAL WATER CALCULATIONS	
PRESSURE @ STREET HIGH/LOW : 68~70 PSI*	COLD WATER
PRESSURE @ REGULATOR : NA	
METER SIZE: (E)2" WATER METER-SENSUS	
FLOW RATE (GPM)= 46 GPM	
PIPE MATERIAL: TYPE "L" COPPER	
COLD WATER MAX. VEL.=8 FPS; HOT WATER MAX. VEL.=5FPS	
1. LOSS THRU 2" METER LOSS @90GPM, PSI (EXISTING)	2.5
2. STATIC HEAD LOSS 20FT X 0.434	8.7
3. MINIMUM RESIDUAL PRESSURE @ FIXTURES, PSI	25
4. LOSS THRU 3" BACKFLOW PREVENTER @90GPM, PSI (EXISTING ZURN 375)	13
5. LOSS THRU PRESSURE REGULATOR = NA	0
6. TOTAL LOSSES, PSI (1 THRU 5)	49.2
7. WATER PRESSURE (MIN), PSI	68
8. PRESSURE AVAILABLE FOR FRICTION, PSI (7-6)	18.8
9. TOTAL DEVELOPED LENGTH FT	200
10. DEVELOPED LENGTH 130% OF ITEM 9	260.0
11. AVERAGE PRESSURE DROP , PSI/100FT	7.2
NOTE: *IF STREET PRESSURE EXCEEDS 80 PSI, A PRESSURE REDUCING VALVE IS TO BE INSTALLED TO REDUCE THE PRESSURE TO 80PSI.	

WATER PIPE SIZING FIXTURE UNITS VERSUS FRICTION LOSS (PSI/100 FT) TYPE L COPPER								
FRICTION LOSS PSI/100FT	PIPE SIZE	NOMINAL PIPE DIAMETER(INCHES)						
		1/2"	3/4"	1"	1 1/4"	1 1/2"	2"	2 1/2"
7.2	COLD WATER-FLUSH VALVE	0	0	0	10	33	132	329
	COLD WATER FLUSH TANK	3	8	21	46	99	254	455
	HOT WATER(5FT/S MAX)	3	8	16	28	46	119	245

MINIMUM PLUMBING FACILITIES 2022 CPC 422.1		
A-3 Assembly occupancy		
PLUMBING FIXTURE	MEN	WOMEN
WATER CLOSET FIXTURES	1	2
URINALS	1	-
SINGLE SHOWERHEAD	NA	NA
LAVATORY	1	1
DRINKING FOUNTAIN	1	
OTHER	1 SERVICE SINK OR MOP SINK LAUNDRY TRAY	
CPC TABLE 4-1 OCCUPANT LOAD= 79 PERSON AS PER LOAD CALCULATION A1.1		

NATURAL GAS (CPC TABLE1215.2) SCHEDULE 40 METALLIC PIPE						
INLET PRESSURE: LESS THAN 2PSI, PRESSURE DROP: 0.5 IN.W.C.						
LENGTH(FT)\NOMINAL	½"	¾"	1"	1-¼"	1-½"	2"
10	172	360	678	1390	2090	4020
20	118	247	466	957	1430	2670
30	95	199	374	768	1150	2220
40	81	170	320	657	985	1900
50	72	151	284	583	873	1680
60	65	137	257	528	791	1520
70	60	126	237	486	728	1400
80	56	117	220	452	677	1300
90	52	110	207	424	635	1220

FIXTURE SCHEDULE									
ITEM	DESCRIPTION	MAKE/MODEL	TRAP	WASTE	VENT	COLD WATER	HOT WATER	REMARKS	
WC-1	WATER CLOSET	MADERA FLOWISE #5901.10 OR #5901.100 ADA COMPLIANT	3"	3"	2"	3/4"	-	VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE FLUSH VALVE MODEL: 3461.528	
UR-1	URINAL	WASHBROOK FLOWISE FLUSH VALVE MODEL: 6590.525	2"	2"	1-1/2"	3/4"	-	VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE	
LV-1	LAVATORY	AMERICAN STANDARD 9482.000	1-1/2"	2"	1-1/2"	1/2"	1/2"	VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE	
WH-1	GAS TANK WATER HEATER	AO SMITH BTH-120 MXI	-	FD-1	-	1-1/2"	1-1/2"	HEAT RECOVERY 197 USGPH @70F RISE, ESTIMATE STORAGE RECOVERY 18MIN.	
S-1	KITCHEN SINK	CHIGAGO FAUCET MODEL 420-T25E2805ABCP	2"	2"	-	1/2"	1/2"	VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE	
MS-1	MOP SINK	AMERICAN STANDARD MODEL: 7692.008	1-1/2"	2"	1-1/2"	3/4"	3/4"	PROVIDED WITH A BACKFLOW/ANTI-SIPHON DEVICE. VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE	
DF-1	DRINKING WATER FOUNTAIN	SEE ARCHITECT PLAN	1-1/2"	1-1/2"	-	1/2"	1/2"	PROVIDED WITH A BACKFLOW/ANTI-SIPHON DEVICE. VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE	
FD-1	FLOOR DRAIN	ZURN 6" TYPE S SQUARE STRAINER POLISHED NICKEL MODEL: Z400S	-	2"	1-1/2"	-	-	VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE	
WHA-1	WATER HAMMER ARRESTER	PPP #SWA-1000	-	-	-	1/2"	-	VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE	
TP-1	TRAP PRIMER	WATTS LFTP300	-	-	-	1/2"	-	VERIFY W/ OWNER OR ARCHITECT FOR EXACT FIXTURE SPECIFICATION BEFORE PURCHASING FIXTURE	
*PLUMBING FIXTURES MUST COMPLY WITH GREEN BUILDING STANDARDS.									

FIXTURE UNIT CALCULATION CPC 2022 TABLE A103.1									
FIXTURE TYPE	FILTERED WATER	INDIRECT WASTE	QTY	WATER FIXTURE UNIT & DRAIN FIXTURE UNIT				DRAINAGE	
				FIXTURE DEMAND	HOT DEMAND	TOTAL WATER DEMAND (WSFU)	TOTAL HOT WATER DEMAND	DFU	TOTAL
WATER CLOSET / WC-1			5	5	0	25.0	0.0	4	20
URINAL / UR-1			1	4	0	4.0	0.0	2	2
LAVATORY / LV-1			4	1	0.75	4.0	3.0	1	4
S-1			1	2	1.5	2.0	1.5	2	2
DRINKING WATER FOUNTAIN/ DF-1			1	1	0	1.0	0.0	1	1
MOP SINK / MS-1			1	3.0	1.5	3.0	1.5	3	3
WATER HEATER / WH-1		YES	1	0.0	0.0	0.0	0.0	0	0
FLOOR DRAIN (EMERGENCY)			3	0	0.0	0.0	0.0	0	0
TOTAL FIXTURE UNITS						39.0	3.0		32
EQUIVALENT WATER DEMAND IN GPM						46			
REQUIRED MINIMUM PIPE SIZE						2"	1-1/2"		4"

GREEN BUILDING NOTES	
PLUMBING FIXTURE	DECREIPTION
WATER CLOSET	THE EFFECTIVE FLUSH VOLUME OF ALL WATER CLOSETS SHALL NOT EXCEED 1.28 GALLONS (4.8 L) PER FLUSH. TANK-TYPE WATER CLOSETS SHALL BE CERTIFIED TO THE PERFORMANCE CRITERIA OF THE U.S. EPA WATERSENSE SPECIFICATION FOR TANK TYPE TOILETS IN COMPLIANCE WITH CHAPTER 5, DIVISION 5.3. OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN).
NONRESIDENTIAL LAVATORY FAUCETS	THE MAXIMUM FLOW RATE FOR PUBLIC LAVATORY FAUCETS SHALL NOT EXCEED 0.5 GPM AT 60 PSI (1.9 L/M AT 414 KPA).
KITCHEN FAUCETS	KITCHEN FAUCETS SHALL HAVE A MAXIMUM FLOW RATE OF NOT MORE THAN 1.8 GALLONS PER MINUTE AT 60 PSI. KITCHEN FAUCETS MAY TEMPORARILY INCREASE THE FLOW ABOVE THE MAXIMUM RATE, BUT NOT TO EXCEED 2.2 GALLONS PER MINUTE AT 60 PSI, AND MUST DEFAULT TO A MAXIMUM FLOW RATE OF 1.8 GALLONS PER MINUTE AT 60 PSI.
PRE-RINSE SPRAY VALVE	PRODUCT CLASS 1 (≤ 5.0 OZF) 1.00 GP.M PRODUCT CLASS 2 (> 5.0 OZF AND ≤ 8.0 OZF) 1.20GPM PRODUCT CLASS 3 (> 8.0 OZF) 1.28 GPM



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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:

SHAYAN ZOLGHADRI
No.40394
Exp.06/30/2025



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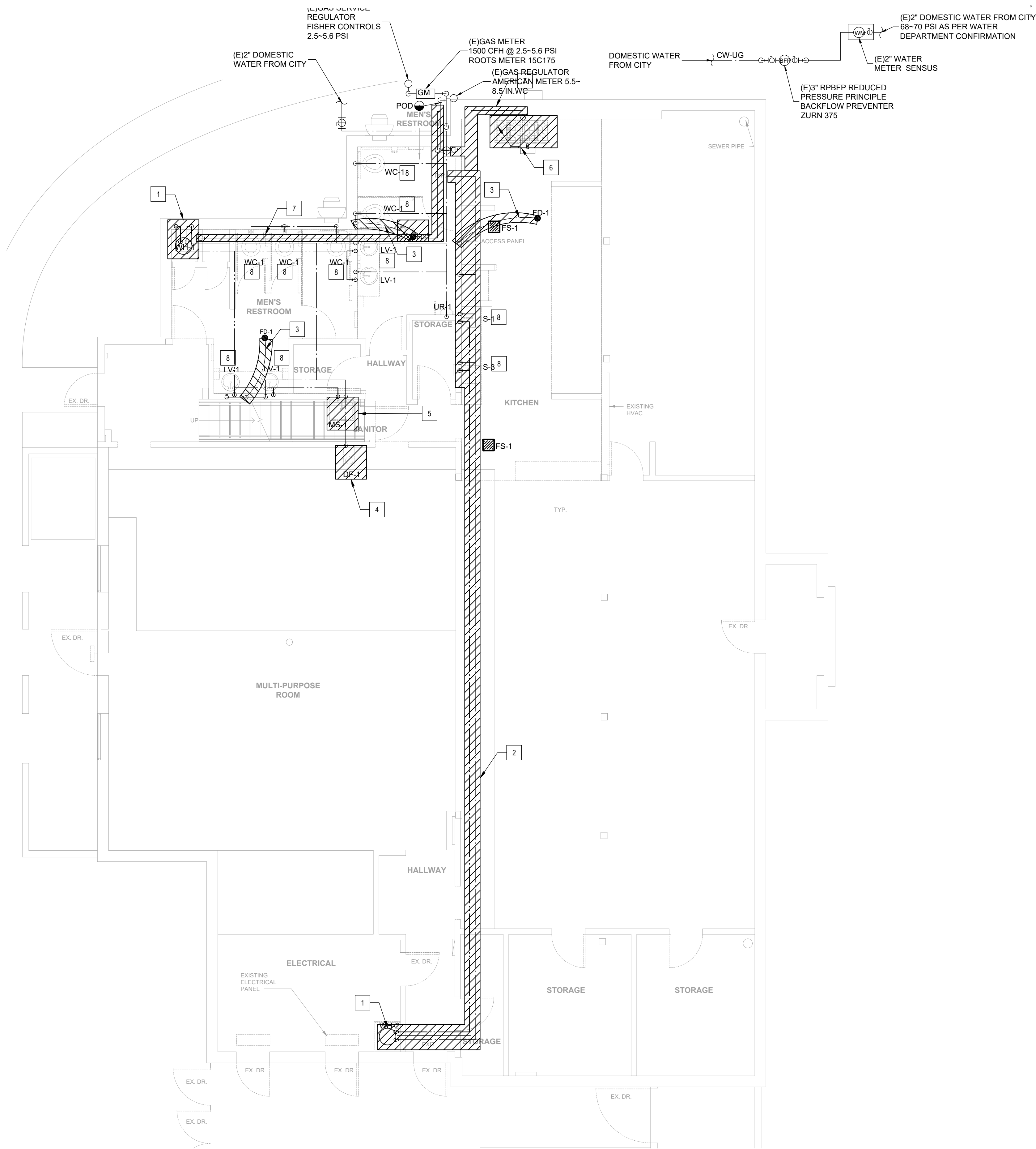
CITY OF MONTEBELLO

Department of Public Works

SENIOR CENTER RENOVATION
115 South Taylor Ave. , Montebello , CA 90640

MECHANICAL SYMBOL, GENERAL
NOTES AND SCHEDULES

Sheet Number:
P1.0



- PLUMBING PLAN NOTES**
- 1 REMOVE AND DEMOLISH THE EXISTING WATER HEATER, POWER, CONTROL, PIPES AND ALL RELATED ACCESSORIES.
 - 2 REMOVE AN DEMOLISH HOT & COLD DOMESTIC WATER PIPE AND ANY EXISTING GAS PIPE FROM WATER HEATER TO KITCHEN.
 - 3 REMOVE AND DEMOLISH TRAP PRIMER AND RELATED PLUMBING FROM FLOOR DRAIN.
 - 4 REMOVE AND DEMOLISH THE EXISTING DRINKING FOUNTAIN, POWER, CONTROL, PIPES AND ALL RELATED ACCESSORIES.
 - 5 REMOVE AND DEMOLISH THE EXISTING MOP SINK, PIPES AND ALL RELATED ACCESSORIES.
 - 6 REMOVE AND DEMOLISH THE KITCHEN RANGE.
 - 7 REMOVE AND DEMOLISH ALL EXISTING GAS PIPES FROM PROJECT TO GAS METER.
 - 1 REMOVE AND DEMOLISH ALL EXISTING PLUMBING FIXTURES INCLUDING, WATER CLOSET, LAVATORY, SINK WITH ALL RELATED ACCESSORIES. CAP COLD WATER, HOT WATER AND SEWER AND PREPARE FOR NEW PLUMBING FIXTURE.

01 PLUMBING COLD WATER, HOT WATER ANG GAS-DEMO
3/16" = 1'-0"
NORTH
TRUE



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SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

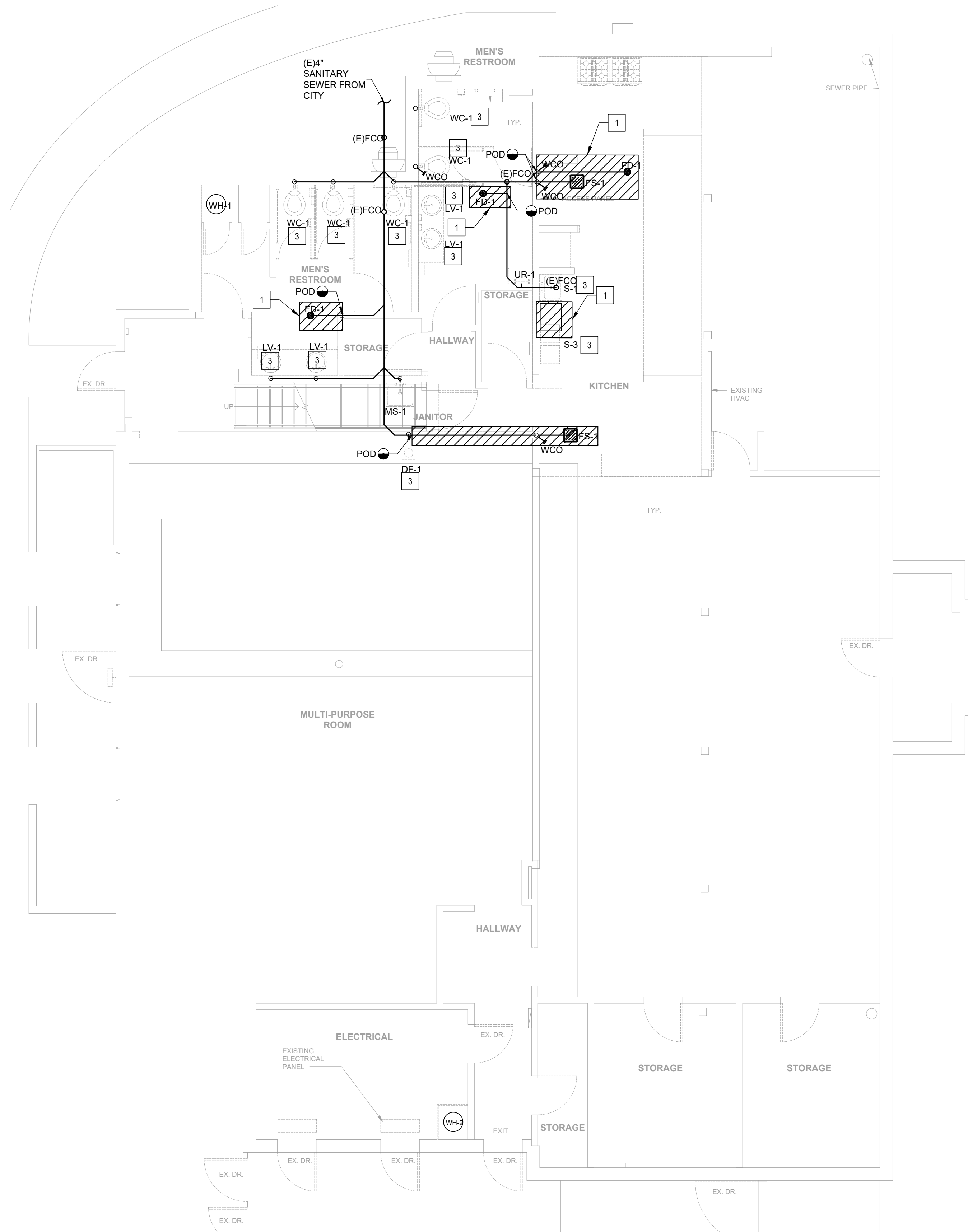
PLUMBING, COLD WATER, HOT WATER & GAS -DEMO

Sheet Number:

P2.0

PLUMBING PLAN NOTES

- 1 REMOVE AND DEMOLISH FLOOR SINKS AND FLOOR DRAINS. REMOVE SANITARY SEWER PIPES ALL THE WAY TO THE POINT OF DISCONNECTION.
- 2 REMOVE AND DEMOLISH UNDERGROUND GREASE TRAP. REMOVE SANITARY SEWER PIPES ALL THE WAY TO THE POINT OF DISCONNECTION.
- 3 REMOVE AND DEMOLISH ALL EXISTING PLUMBING FIXTURES INCLUDING, WATER CLOSET, LAVATORY, SINK WITH ALL RELATED ACCESSORIES. CAP COLD WATER, HOT WATER AND SEWER AND PREPARE FOR NEW PLUMBING FIXTURE.



01 PLUMBING SEWER AND VENT-DEMO
3/16\"/>



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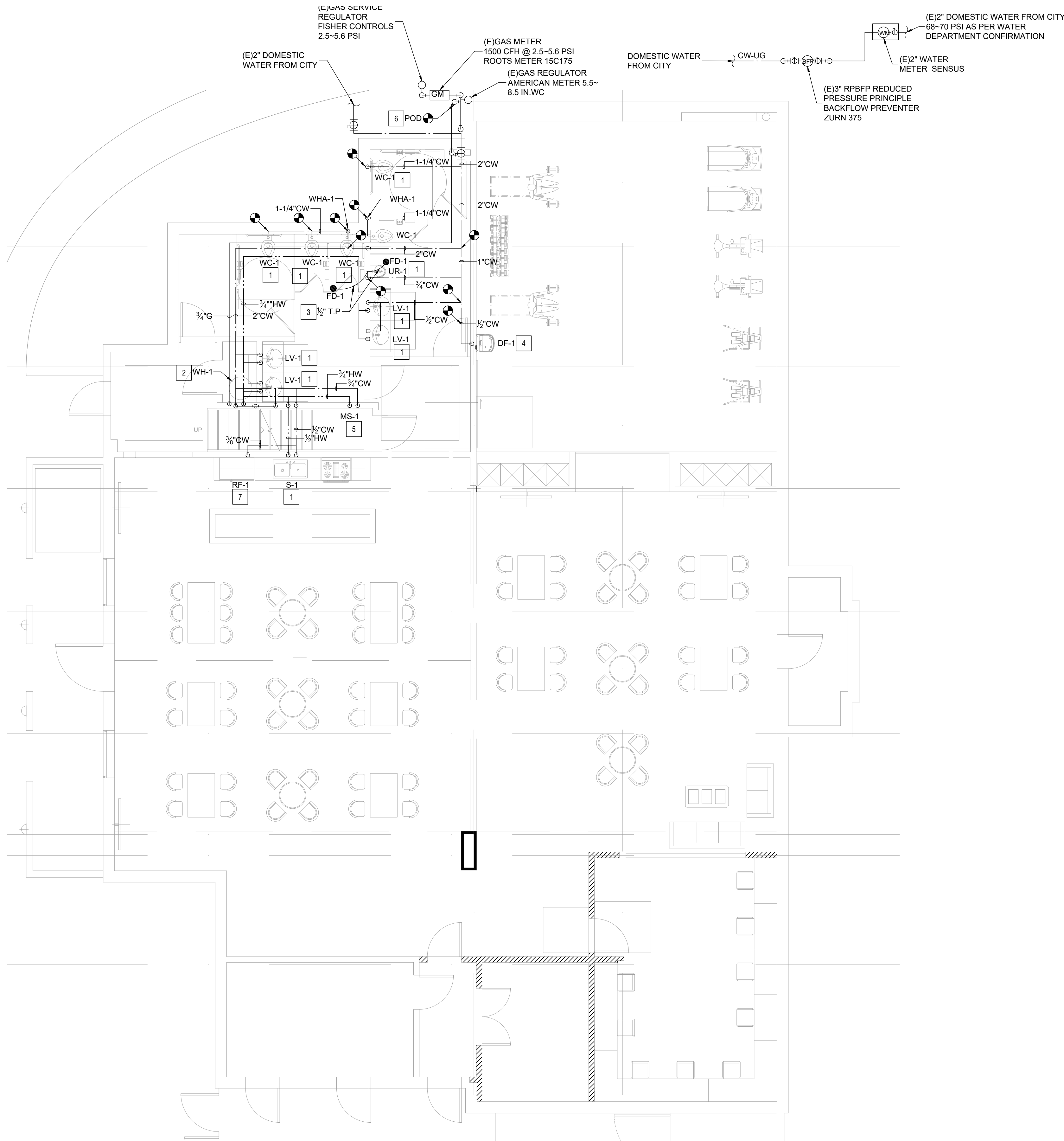
SENIOR CENTER RENOVATION

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PLUMBING WASTE AND VENT-DEMO

Sheet Number:

P2.1



- PLUMBING PLAN NOTES**
1. PROVIDE NEW PLUMBING FIXTURES INCLUDING, WATER CLOSET, URINAL, LAVATORY, SINK WITH ALL RELATED ACCESSORIES. RECONNECT TO THEM TO NEAREST COLD WATER, HOT WATER AND SEWER.
 2. PROVIDE A NEW GAS TANK WATER HEATER, POWER, CONTROL, PIPES AND ALL RELATED ACCESSORIES.
 3. PROVIDE TRAP PRIMER AND RELATED PLUMBING FOR FLOOR DRAIN ACCESS PANEL SHOULD BE PROVIDED.
 4. PROVIDE A NEW DRINKING FOUNTAIN, POWER, CONTROL, PIPES AND ALL RELATED ACCESSORIES.
 5. PROVIDE NEW MOP SINK, PIPES AND ALL RELATED ACCESSORIES.
 6. POINT OF CONNECTION TO AN EXISTING GAS PIPE.
 7. PROVIDE COLD WATER FOR REFRIGERATOR.

- GENERAL NOTES**
1. THE PLUMBING CONTRACTOR SHALL COORDINATE ALL NEW WORK WITH THE EXISTING CONDITIONS AND THE NEW WORK OF ALL OTHER TRADES ON THE JOB SITE AND SHALL BE RESPONSIBLE TO REPAIR AND REPLACE ANY EXISTING SUSPENDED CEILINGS AND / OR FINISHES DAMAGED BY THE INSTALLATION OF EQUIPMENT, PIPING, FIXTURES, ETC. UNDER THE PLUMBING CONTRACT.
 2. CONTRACTOR SHALL MAKE SURE NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE ACCORDING TO THE METHOD SET IN SECTION 609.9 OF THE PLUMBING CODE.
 3. THE HOT WATER SYSTEM DESIGN COMPLIES WITH THE CPC 2019 ASSE 1070 WHICH LIMITS THE HOT WATER SUPPLY TEMPERATURE TO 120°F.
 4. THE LEAD CONTENT OF PIPES, PIPE OR PLUMBING FITTINGS AND FIXTURES INTENDED TO CONVEY OR DISPENSE WATER FOR HUMAN CONSUMPTION SHALL BE IN ACCORDANCE WITH SECTION 116875 OF THE HEALTH AND SAFETY CODE.
 5. ALL FIXTURES, EQUIPMENT, PIPING, AND MATERIALS SHALL BE LISTED.
 6. WHERE A HOT WATER RECIRCULATIONS INSTALLED, THE BRANCH FROM THE RECIRCULATION LOOP TO THE FIXTURE SHALL CONTAIN MAXIMUM OF 0.6 GALLONS (LAPC610.4.1.2)
 7. PIPING INSULATION: CONDENSATE DRAIN PIPING SHALL BE INSULATED WITH 1" THICK MOLDED GLASS FIBER WITH A MAXIMUM K FACTOR OF 0.27 AT 75 DEGREES F MEAN TEMPERATURE AND FACTORY APPLIED VAPOR BARRIER JACKET.
 8. ALL PLUMBING FIXTURES SHALL MEET FLOW REQUIREMENTS SPECIFIED IN THE LOS ANGELES PLUMBING CODE.

01 PLUMBING COLD WATER, HOT WATER ANG GAS-NEW
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Department of Public Works

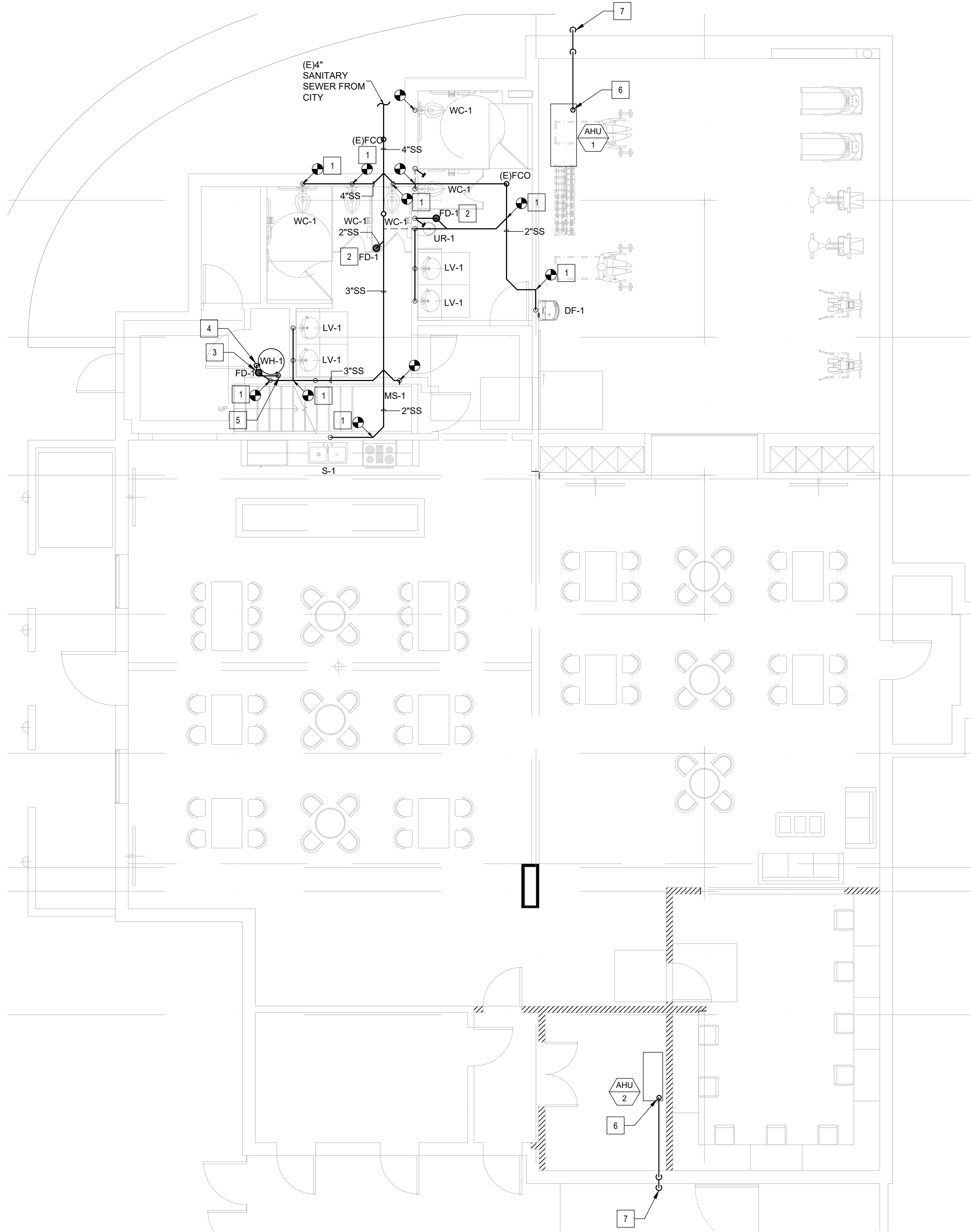
SENIOR CENTER RENOVATION

115 South Taylor Ave. , Montebello , CA 90640

PLUMBING, COLD WATER, HOT WATER & GAS -NEW

Sheet Number:

P3.0



PLUMBING PLAN NOTES

- 1 RECONNECT NEW PLUMBING FIXTURES TO EXISTING SEWER AND VENT PIPES
- 2 NEW EMERGENCY FLOOR DRAIN FOR RESTROOMS.
- 3 NEW FLOOR DRAIN FOR WATER HEATER DRAINAGE.
- 4 T&P RELIEF DISCHARGE INDIRECTLY TO THE FLOOR DRAIN
- 5 CONDENSATE DISCHARGE TO THE FLOOR DRAIN
- 6 CONDENSATE FROM AIR-COOLING COILS SHALL BE COLLECTED AND DISCHARGED TO AN APPROVED PLUMBING FIXTURE OR DISPOSAL AREA, WHERE DISCHARGED INTO THE DRAINAGE SYSTEM. EQUIPMENT SHALL DRAIN USING AN INDIRECT WASTE PIPE. THE WASTE PIPE SHALL HAVE A SLOPE OF NOT LESS THAN 1/8 INCH PER FOOT (10.4 MM/M) OR 1 PERCENT SLOPE AND SHALL BE OF AN APPROVED CORROSION-RESISTANT MATERIAL NOT SMALLER THAN THE OUTLET SIZE IN ACCORDANCE WITH SECTION 814.3 OR SECTION 814.4 FOR AIR-COOLING COILS OR CONDENSING APPLIANCES, RESPECTIVELY. CONDENSATE OR WASTEWATER SHALL NOT DRAIN OVER A PUBLIC WAY.
- 7 AIR-CONDITIONING CONDENSATE WASTE PIPES SHALL CONNECT INDIRECTLY, EXCEPT WHERE PERMITTED IN SECTION 814.6, TO THE DRAINAGE SYSTEM THROUGH AN AIR GAP OR AIR BREAK TO DRY WELLS. A CONDENSATE DRAIN SHALL BE TRAPPED IN ACCORDANCE WITH THE APPLIANCE MANUFACTURER'S INSTRUCTIONS OR AS APPROVED.

GENERAL NOTES

1. THE PLUMBING CONTRACTOR SHALL COORDINATE ALL NEW WORK WITH THE EXISTING CONDITIONS AND THE NEW WORK OF ALL OTHER TRADES ON THE JOB SITE AND SHALL BE RESPONSIBLE TO REPAIR AND REPLACE ANY EXISTING SUSPENDED CEILINGS AND / OR FINISHES DAMAGED BY THE INSTALLATION OF EQUIPMENT, PIPING, FIXTURES, ETC. UNDER THE PLUMBING CONTRACT.
2. CONTRACTOR SHALL MAKE SURE NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE ACCORDING TO THE METHOD SET IN SECTION 609.9 OF THE PLUMBING CODE.
3. THE HOT WATER SYSTEM DESIGN COMPLIES WITH THE CPC 2019 ASSE 1070 WHICH LIMITS THE HOT WATER SUPPLY TEMPERATURE TO 120°F.
4. THE LEAD CONTENT OF PIPES, PIPE OR PLUMBING FITTINGS AND FIXTURES INTENDED TO CONVEY OR DISPENSE WATER FOR HUMAN CONSUMPTION SHALL BE IN ACCORDANCE WITH SECTION 116875 OF THE HEALTH AND SAFETY CODE.
5. ALL FIXTURES, EQUIPMENT, PIPING, AND MATERIALS SHALL BE LISTED.
6. WHERE A HOT WATER RECIRCULATIONS INSTALLED, THE BRANCH FROM THE RECIRCULATION LOOP TO THE FIXTURE SHALL CONTAIN MAXIMUM OF 0.6 GALLONS (LAPC610.4.1.2)
7. PIPING INSULATION: CONDENSATE DRAIN PIPING SHALL BE INSULATED WITH 1" THICK MOLDED GLASS FIBER WITH A MAXIMUM K FACTOR OF 0.27 AT 75 DEGREES F MEAN TEMPERATURE AND FACTORY APPLIED VAPOR BARRIER JACKET.
8. ALL PLUMBING FIXTURES SHALL MEET FLOW REQUIREMENTS SPECIFIED IN THE LOS ANGELES PLUMBING CODE.

01 PLUMBING SEWER AND VENT-NEW
3/16" = 1'-0"
TRUE

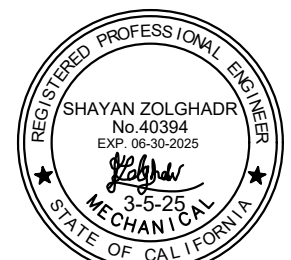


UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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) 422-4153.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



INFRASTRUCTURE ARCHITECTS

iARCH

100 Progress, Suite 110, Irvine, CA 92618
www.infrastructurearchitects.com

DESIGNED BY: iArch
DRAWN BY: iArch
CHECKED BY: iArch DATE:

CITY OF MONTEBELLO



Department of Public Works

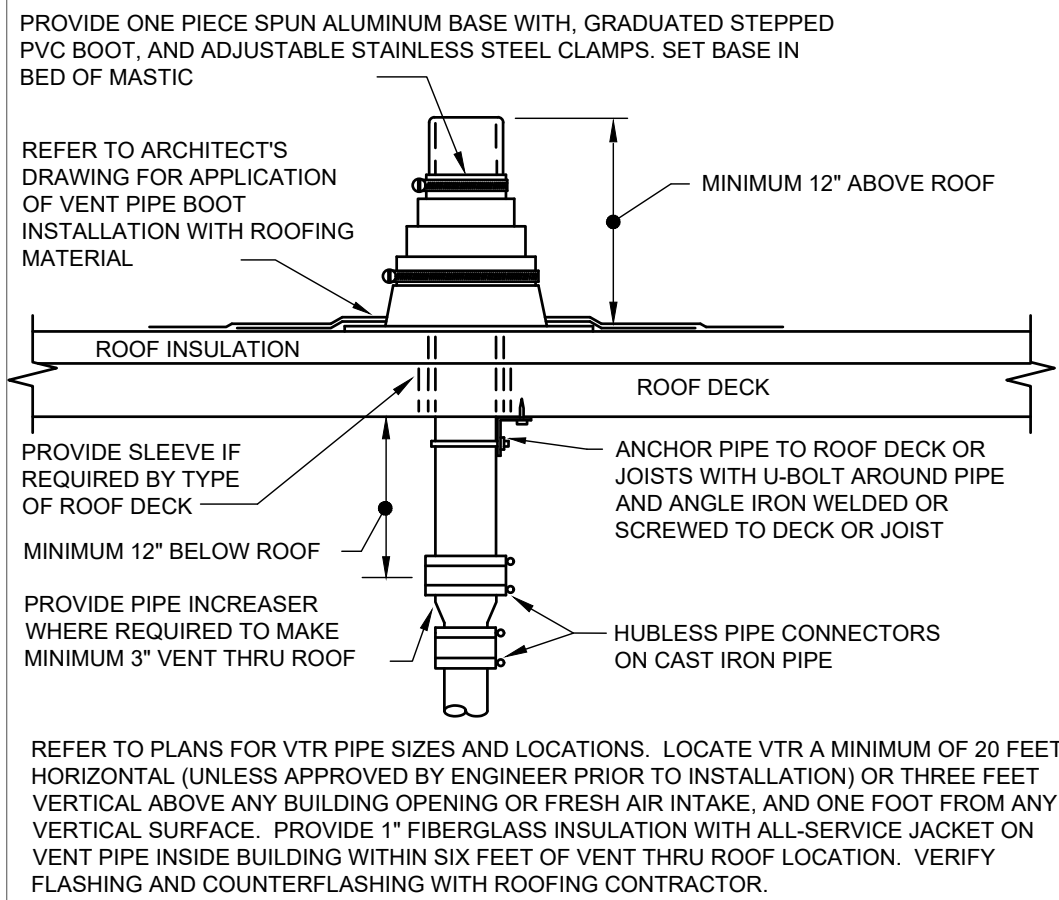
SENIOR CENTER RENOVATION

115 South Taylor Ave., Montebello, CA 90640

PLUMBING WASTE AND VENT-NEW

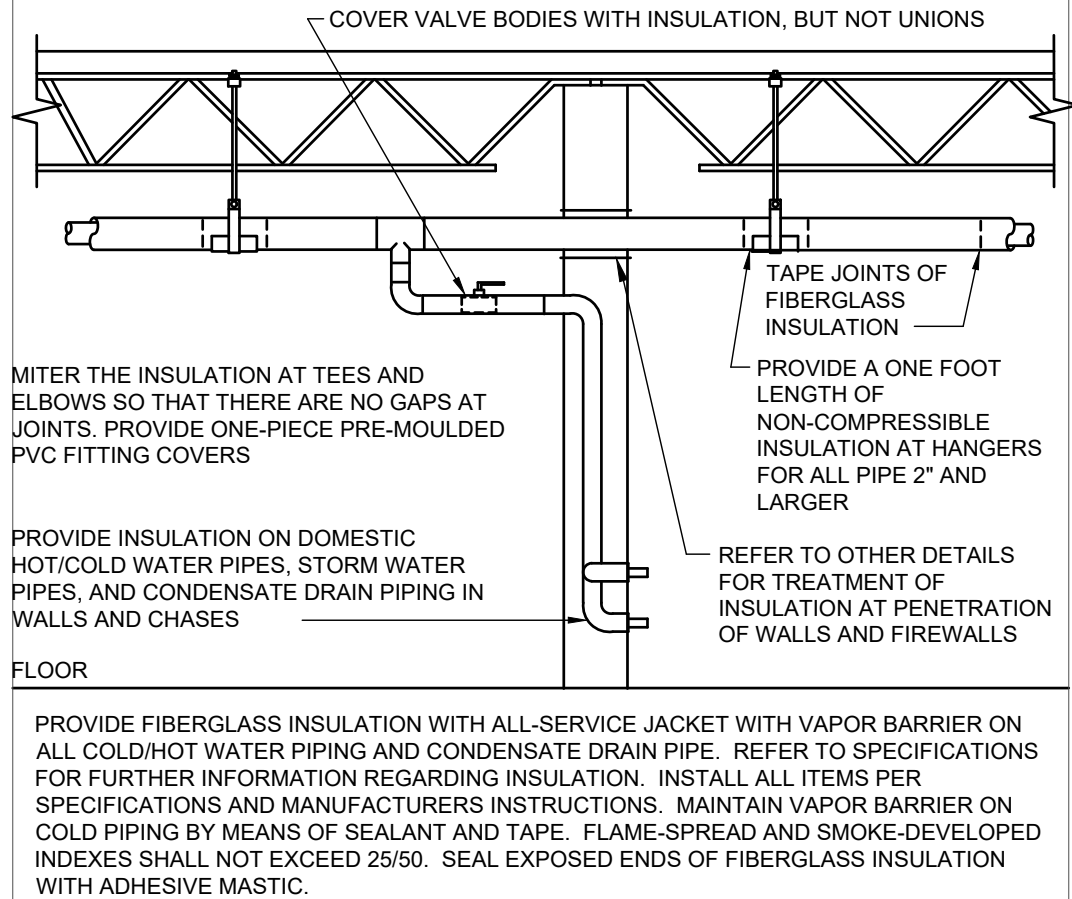
Sheet Number:

P3.1



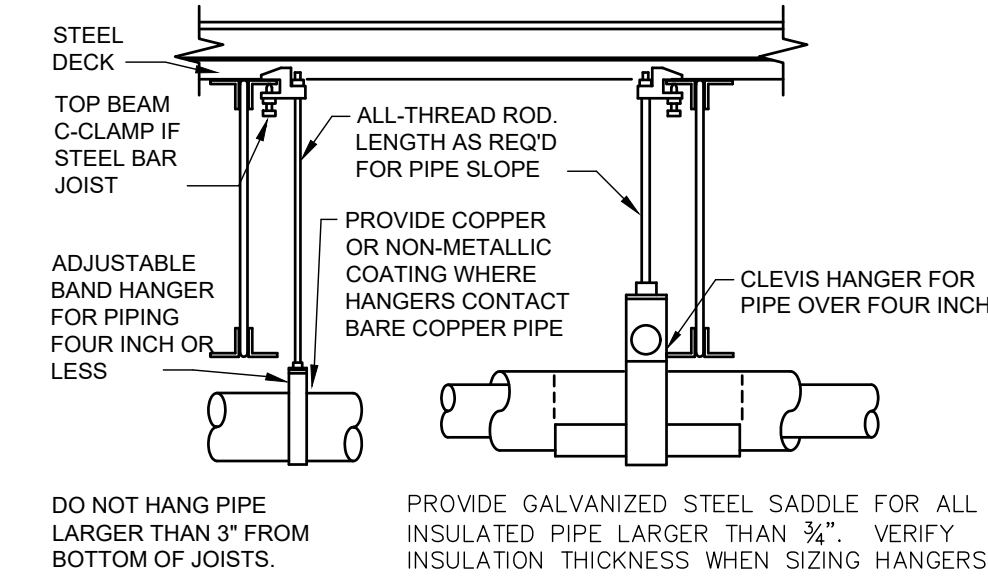
01 VENT THRU ROOF (VTR)

NOT TO SCALE



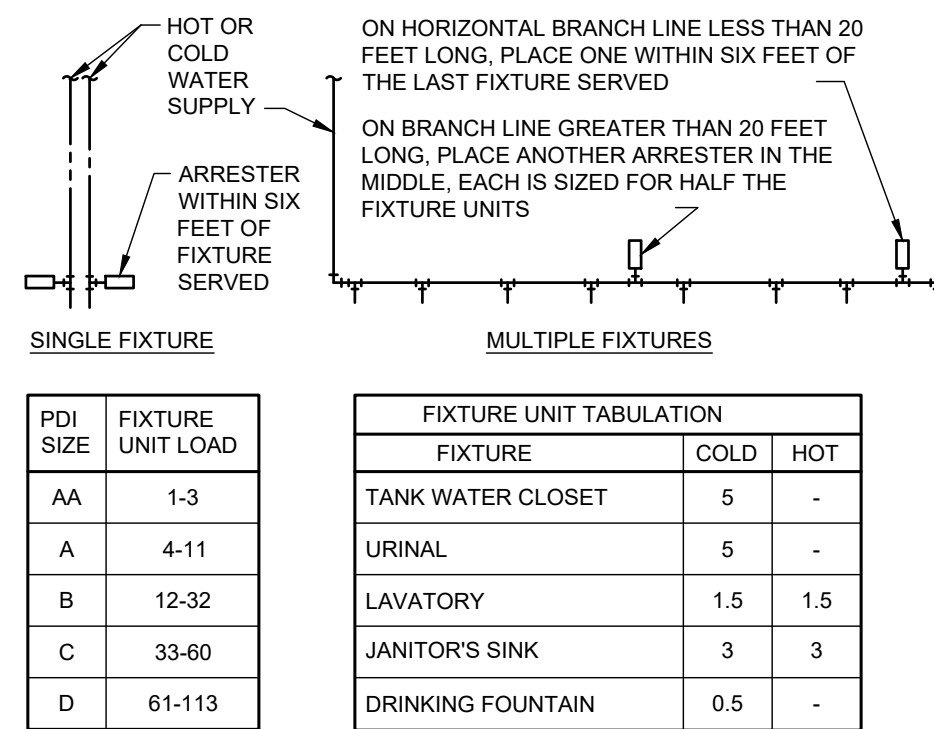
02 PIPE INSULATION

NOT TO SCALE



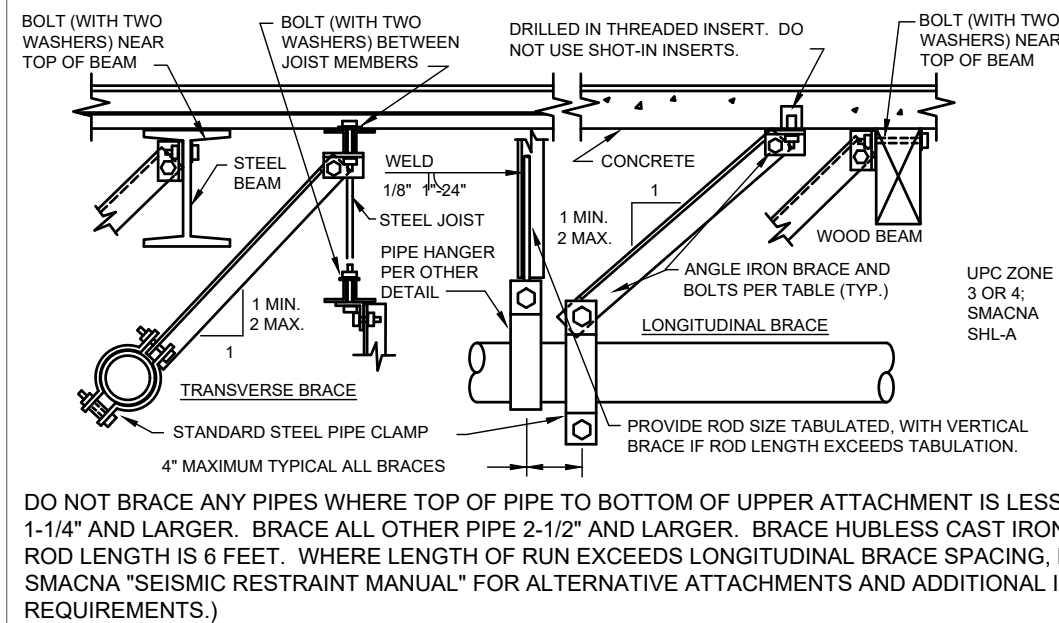
03 PIPE HANGERS

NOT TO SCALE



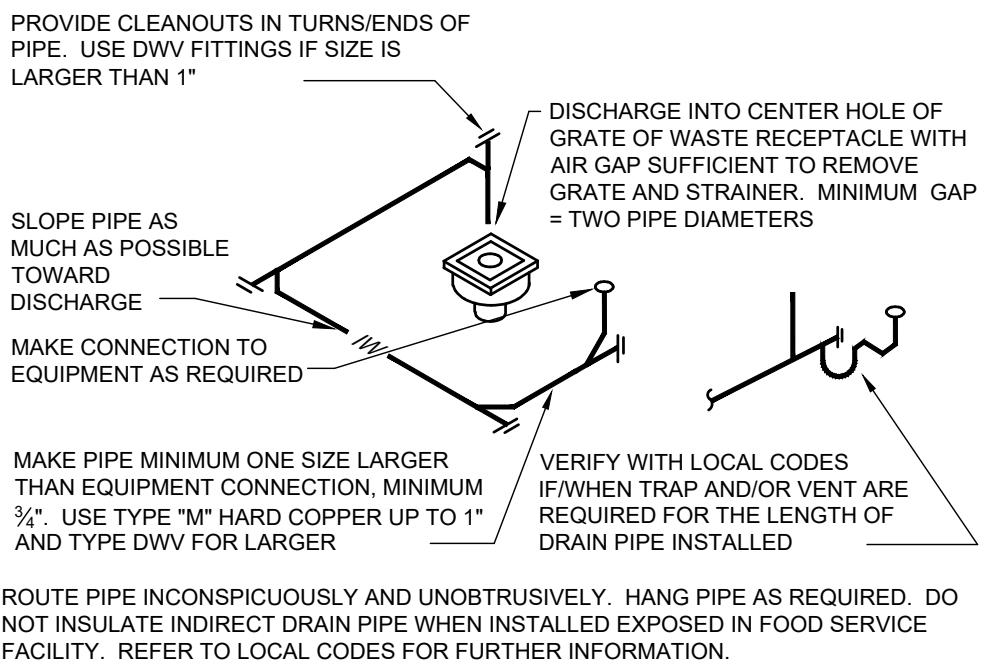
04 WATER HAMMER ARRESTERS

NOT TO SCALE



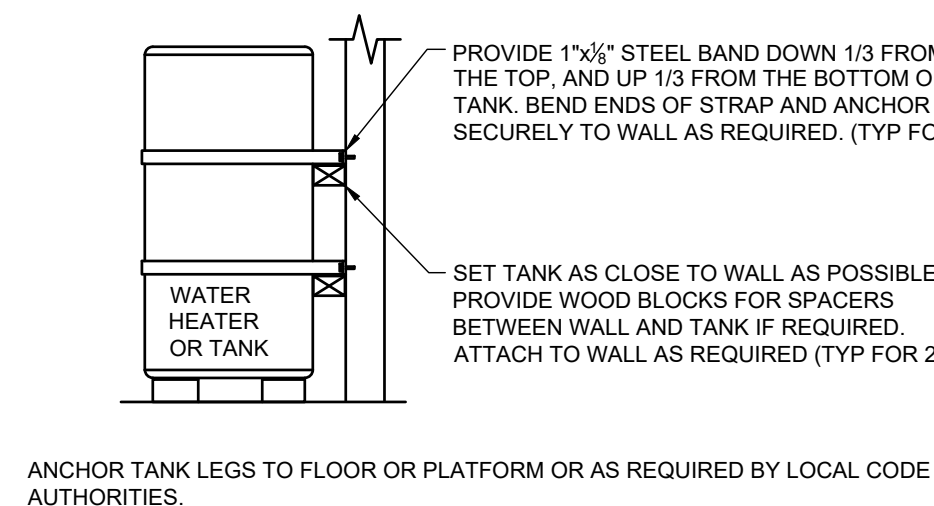
05 SEISMIC BRACING FOR PIPE

NOT TO SCALE



06 INDIRECT DRAIN

NOT TO SCALE



07 TANK SEISMIC RESTRAINT

NOT TO SCALE

Engineering Specification				ES-TP300
Job Name		Contractor		
Job Location		Approval		
Engineer		Contractor's P.O. No.		
Approval		Representative		

Series TP300

Trap Primer

Size: 1/2"

The TP300 operates by sensing the pressure drop in the supply line from downstream fixtures or appliances. The pressure reduction above the Valve Disc (2) causes the disk to move upward opening the Lower Disc Seal (4) and closing off the Upper Disc Seal (1). With the Lower Disc Seal (4) open the stored air pressure in the Air Chamber (5) pushes a portion of the contained volume of water from the lower chamber out through the opening beneath the Lower Disc Seal (4) to prime the trap. When there is no longer a demand in the supply line and the full line pressure is restored, the Valve Disc (2) lowers, opening the Upper Disc Seal, allowing flow through the One Way Seal (3), sealing the Lower Disc Seal (4) and recharging the Air Chamber (5) for the next pressure drop cycle.

Options

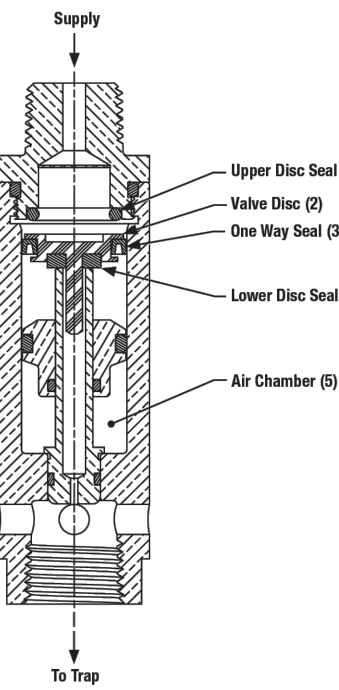
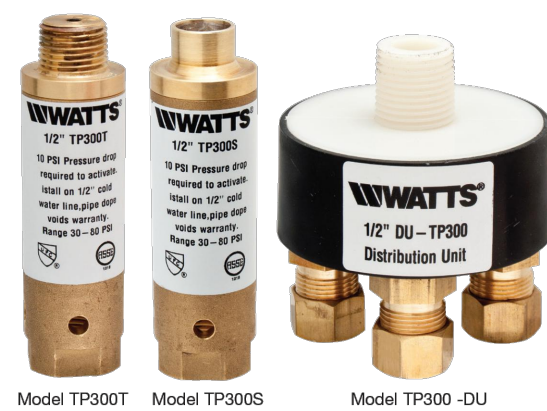
- TP300T Threaded Connections
- TP300S Union Solder Ends
- TP300 DU Distribution Unit

Features

- Built in vacuum breaker

Specifications

A trap primer shall be installed in plumbing systems to prevent floor drain traps from losing their water seal by evaporation. Maintaining the water seal will prevent the backflow of sewer gas into the buildings or rooms where the traps are installed. Trap primers are specified in various plumbing codes such as IPC/UMC, Southern Standard Building Code, National Standard Plumbing Code and many state and local plumbing codes in U.S.A. and Canada. The device shall meet the requirements of ASSE Standard 1018. Watts Series TP300T (threaded), or TP300S (solder).



NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

Watts product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please consult Watts Technical Service. Watts reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications to Watts products previously or subsequently sold.



Materials

Brass Body with EPDM Seals

Pressure

Maximum supply pressure: 125psi (8.6 bar). Minimum supply pressure must exceed 25psi (172 kPa). For proper trap priming, minimum flows must exceed those stated in flow chart.

Standards



Tested and approved in conformance with Standard 1018 of the American Society of Sanitary Engineers. Listed by IAPMO.

Flow Chart

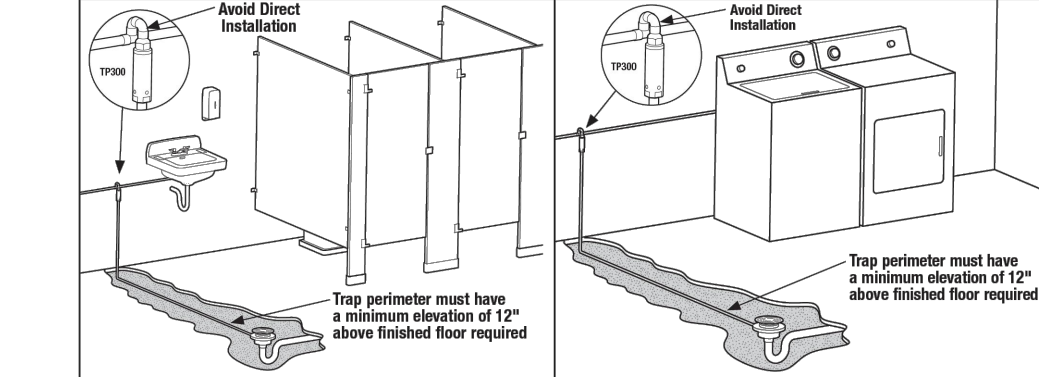
INLET PRESSURE	25	50	75	100	125
UPH	1.1	2.2	3.3	4.4	5.5
GPM	4.2	8.3	12.5	16.7	20.8

*Minimum cold flow required for proper trap priming.

Dimensions - Weights

MODEL	SIZE	DIMENSIONS				WEIGHT			
		A	B	C	D	E	F	G	H
TP300T	1/2"	110	110	32	—	—	1.8	—	—
TP300S	1/2"	110	110	32	—	—	2.2	—	—
TP300 DU	1/2"	79	79	21 1/2	71	1 1/2	47	74	34

Typical Installation



USA: T: (878) 688-6006 • F: (878) 975-8300 • Watts.com
Canada: T: (888) 228-8027 • F: (805) 481-2316 • Watts.ca
Latin America: T: (52) 55-4122-0158 • Watts.com

ES-TP300 2264

09 TRAP PRIMER

REFER TO SHEET P2.0

Sheet Number:

SENIOR CENTER RENOVATION

115 South Taylor Ave., Montebello, CA 90640

PLUMBING DETAILS

Sheet Number:

P4.0

P.N.: 2.1000.03

CAUTION: IF THIS SHEET IS NOT 24"x36" IT IS A REDUCED PRINT

Page 291 of 710



A. O. Smith
Phone: 1.866.362.9898
www.aosmith.com

Pro-Size Selection Report

February 22, 2025

Project Information

Project #: 2025-00CA
Project Name: Montebello Senior Center
Location: California
Engineer: SZ
Contractor: NA

Prepared for: City of Montebello

Prepared by: SZ

Selected Product

BTH-120 Mxi
Cyclone® Mxi Modulating
Heaters: 1
Model Number: BTH-120 Mxi
Heater Storage (ea): 60 USG
Input (ea): 120,000 Btu/hr
New External Tanks: 0
Tank Capacity (ea): 0 USG
Total Usable Storage: 42 USG



- Standard and Low profile concentric vent available
- Vents with PVC, CPVC polypropylene and AL-29-4C Stainless steel
- Venting distances of up to 120' on all models
- Meets or exceeds the thermal efficiency and/or standby loss requirements of the U.S. Department of Energy and current edition of ASHRAE/IESNA 90.1
- Meets NSF requirement's (no leg kit needed)
- Up to 98% Thermal Efficiency
- Down-Fired Low-NOx Powdered Burner Design
- Fully Submerged, Spiral-Shaped Condensing Heat Exchanger
- Complies with SCAGMD Rule 1146.2
- Sidevent and Vertical power vent and direct Vent Options
- Space-Saving Design, with Zero Clearance to Combustibles

Application Loads

Summary

Peak Demand: 19 USGPH Temperature Rise: 70 °F

Sizing Notes

Hot water loads for pools, hot tubs, or other uses should be considered separately. Restaurant or food service loads should be considered separately if independent water heating equipment is to be used.

Application Settings

Type: Country / Health Club
Building Use: Not Specified Cold Water Temp: 70 °F

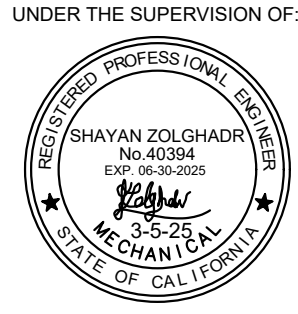
*A. O. Smith Pro-Size sizing program is a tool that can be used to estimate water heater requirements for many common applications. Pro-Size is intended to assist in selecting after heaters or boilers that best meet the specific job requirements. It is the sole responsibility of the system designer to select the correct products needed for the specific application. © A. O. Smith reserves the right to make changes to Pro-Size without notice.

Page 1 of 2



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NO.	DATE	BY	REVISIONS DESCRIPTION	APPROV.



UNDER THE SUPERVISION OF:



INFRASTRUCTURE ARCHITECTS

iARCH

100 Progress, Suite 110, Irvine, CA 92618
www.infrastructurearchitects.com

DESIGNED BY: iArch
DRAWN BY: iArch
CHECKED BY: iArch DATE:

CITY OF MONTEBELLO



Department of Public Works



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**FOR
SENIOR CENTER BASEMENT REMODEL**

C.P. No. 925

**SALVADOR MELENDEZ – MAYOR
GEORGINA TAMAYO – MAYOR PRO TEM
DANIELLE ROMERO – COUNCILMEMBER
SCARLET PERALTA – COUNCILMEMBER
RIC ALONZO – COUNCILMEMBER**

**RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN – DIRECTOR OF PUBLIC WORK**

PREPARED BY:



Project Labor Agreement No. 4202 must be adhered to

Bid Opening: July 16, 2025 at 11:00 AM

Engineer's Estimate: \$908,936

SENIOR CENTER REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

BID SCHEDULE

Tasks	Timeline
City Council authorization to solicit bids for construction	May 30, 2025
Mandatory Job Walk	June 18, 2025 at 9 am
Request for Information – Questions posted by bidders	June 23, 2025 by 12 pm
Response to bidders' questions/Addendums	June 30, 2025 by 5 pm
Open Construction Bids	July 16, 2025 at 11:00 am
City Council award construction contract (Tentative)	August 13, 2025
Commence Construction – Senior Center Basement Remodel (60 working days)	September 2025 – December 2025
Close out Project	January 2026

Proposals will be received at the office of the City Clerk, City Hall, City of Montebello, 1600 West Beverly Boulevard, Montebello, California 90640 until **11:00 AM on July 16, 2025**.

These Specifications have been prepared
under the direction of:

Mohamad J. Farahani, P.E.



**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
Public Works Director

SENIOR CENTER REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

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SPECIAL PROVISIONS	
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PART 2 – BID ITEM DESCRIPTION	BD-1 to BD-3
STANDARD PLANS	APPENDIX “A”
DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM	APPENDIX “B”
PROJECT SIGNS	APPENDIX “C”
PROJECT LABOR AGREEMENT NO. 4202	APPENDIX “D”

NOTICE INVITING SEALED BIDS
FOR
SENIOR CENTER REMODELING
C.P. No. 925
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 on July 16, 2025.** They will be publicly opened in the City Council Chambers shortly after on the above date.

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2012 Standard Plans for Public Works Construction (SPPWC), 2018 Standard Specifications for Public Works Construction “Greenbook” and 2018 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

Copies of the contract documents are available on PlanetBids and PlanetBids can be accessed through 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 12:00 p.m. on June 23, 2025**

PREVAILING WAGE:

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. 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 a 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 acknowledgment 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 7-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of

equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

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

The contract period for this project is **sixty (60) working days** 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
SENIOR CENTER REMODELING
C.P. No. 925
IN THE CITY OF MONTEBELLO

GENERAL INFORMATION

ELECTRONIC proposals, including all documents required to be submitted with the bid, will be received until the date and time specified in the legal notice or addendum to the project documents, whichever occurs latest, for the construction of work described in the project documents or said legal notice. The Bid(s) will be opened and publicly read by the City Clerk staff or their respective designees, in the Council Chambers, or other designated location, at the City of Montebello.

In addition to the Proposal Documents described in the 'INVITATION TO BIDDERS', the City Clerk's Department will be requesting the fully executed **original Bid Bond** from consider all bidders and shall be delivered to the Montebello City Clerk's Office the same day the Bid is due.

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

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

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

PROPOSAL FORMS

Bids shall be submitted in writing on 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 via PlanetBids, accessible via the City's website at: <https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839> by 11:00 am on July 16, 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
SENIOR CENTER REMODELING
C.P. No. 925
IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as AGENCY

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

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

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

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the AGENCY's notice of award of contract to the lowest responsive BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

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

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

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

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

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

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

BID PROPOSAL

FOR

SENIOR CENTER REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

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

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

BASE BID ITEMS:

Item No.	Item Description	Qty.	Unit	Amount
1	Mobilization And Demobilization %3			
	Demo Phase			
1	Remove All Existing Toilet Doors, Partitions, And Miscellaneous.	1	LS	
2	Remove All Existing Plumbing Fixtures And Miscellaneous Per Plumbing Drawings.	1	LS	
3	Remove All Existing Restroom And Kitchen Equipment, And Miscellaneous Items.	1	LS	
4	Demolish Designated Walls As Indicated With Dashed Lines.	1	LS	
5	Demolish Finish Layer Of Designated Remaining Walls As Per Demolition Plans.	1	LS	
6	Demolish Existing Floor Tiles And Mortar Down To The Slab Surface. Saw Cut The Existing Slab For New Floor Drains.	4500	SF	
7	Remove Existing Lighting Fixtures, Switches, And Electrical Outlets As Per Electrical Plans.	1	LS	
8	Remove All Existing Restroom Signs And Accessories.	1	EA	

9	Remove All Designated Doors And Windows Per Demolition Plan.	10	EA	
10	Remove All Existing Ceiling Gypsum Board; Prepare The Structure To Receive New Ceiling System Per Construction Rcp Plan.	4500	SF	
11	Remove All Existing Light Fixtures And Associated Wiring.	1	LS	
12	Remove All Existing Hvac Registers, Diffusers, And Ductwork To Accommodate New Hvac System Installation.	1	LS	
13	Remove All Existing Exhaust Fans And Associated Components To Receive New.	1	LS	
	Construction Phase			
1	Construct New Interior Walls As Indicated With Hatch Lines, Per Construction And Structural Plans. Ensure All Work Meets Design Specifications And Code Requirements.	1	LS	
2	Furnish And Install All New Flooring Finishes Per Finish Schedule.	4500	SF	
3	Patch And Repair All Existing Loose And Flaking Interior Damaged Walls, Re-Paint To Match Existing, Per Finish Schedule.	2000	SF	
4	Furnish And Install All New Doors Per Door Schedule And Manufacture Specifications.	10	EA	
5	Furnish And Install All New Windows Per Window Schedule And Manufacture Specifications.	4	EA	
6	Furnish And Install Lockers Per Manufacture Specification.	39	EA	
7	Furnish And Install Filtered Drinking Fountain Per Specification.	1	EA	
8	Furnish And Install All New Restroom Partitions, Doors Miscellaneous Per Construction Plan.	1	LS	
9	Furnish And Install Wall Tiles Per Interior Wall Views & Finish Schedule.	2000	SF	
10	Furnish And Install All New Restroom Equipment And Miscellaneous Items Per Construction Plan & Equipment Schedule And Manufacture Specification.	1	LS	

11	Furnish And Install Kitchen Base And Upper Cabinets And Appliances Per Construction Plan & Finish Schedule And Manufacture Specification.	1	LS	
12	Furnish And Install Kitchen Serving Counter Top Per Enlargement Plan.	1	LS	
13	Furnish And Install Plumbing & Electrical Fixtures And Miscellaneous Per M&E Plans.	1	LS	
14	Furnish And Install International Restroom Signs.	2	EA	
15	Furnish And Install Accessible International And Directional Signs Restroom And Interior Signs Per Sheet A0.2.	3	EA	
16	Revise Door Swing To Open Inward. Repair Any Wall Damage Caused By Modification And Repaint To Match Existing Finish.	1	EA	
17	Furnish And Install Mirror Per Manufacture's Specifications As Indicated In Sheet A3.2.	1	LS	
18	Furnish And Place Two Flower Pots.	2	EA	
19	Patch And Repair Existing Ceiling Assembly As Required.	4000	SF	
20	Install New Gypsum Board Ceiling Per Construction Plan, Apply Joint Compound, Sand, Prepare For Finishes. Paint New Ceiling As Specified.	4000	SF	
21	Furnish And Install All New Lighting Fixtures, Hvac Diffusers And Other Ceiling Elements, Per Electrical, Rcp And Mechanical Drawings.	1	LS	
22	Install New Hvac Registers, Diffusers, And Ductwork; Install New Exhaust Fans With Associated Wiring; And Ensure Proper Integration As Per Mechanical, Electrical, And Construction Plans.	1	LS	
	Contingency At 15%			
	Total Base Bid Schedule (In Figures)			

TOTAL AMOUNT BID IN WORDS _____

_____ Dollars

Bidder's Signature

Title

Company Name

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

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 sixty (60) 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

()

()

PHONE

FAX

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

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

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

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

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

California Public Contract Code 7104

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

Bidder's List of subcontractor

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:

<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item # & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number
				DIR Reg Number
Name: City, State				
Name: City, State				
Name: City, State				
Name: City, State				
Name: City, State				

REFERENCES

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

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

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

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has ____ , has not ____ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud,

bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in

connection with the bidding upon, award of, or performance of, any public works contract, as defined in

Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section

1100, including the Regents of the University of California or the Trustees of the California State

University. The term "bidder" is understood to include any partner, member, officer, director, responsible

managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of _____
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Fill in description of contract)

Company

Name of Bidder

Signature of Bidder

Business Address

City State Zip Code

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

Notary Public in and for the County of

_____, State of California.

My Commission Expires _____, 20__ __.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. grant b. cooperative agreement c. loan d. loan guarantee e. loan insurance	2. Status of Federal Action: ☐ b. initial award c. post-award	3. Report Type: ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District , if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District , if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number , if known:	9. Award Amount , if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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

PROPOSAL GUARANTEE
BID BOND

FOR

SENIOR CENTER REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

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

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

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

BIDDER* _____

SURETY* _____

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

NOTARY PUBLIC _____

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

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE
FOR
SENIOR CENTER REMODELING
C.P. No. 925
IN THE CITY OF MONTEBELLO

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

QUESTIONNAIRE

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

Yes _____

No _____

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

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

SENIOR CENTER REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of Montebello, or cash in the amount of _____

Dollars
(\$_____). The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of Montebello within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bidder

DESIGNATION OF SUBCONTRACTORS

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

[illegible]

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

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

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

BIDDER _____

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

Signature of Contractor's Representative

Printed Name

Title

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

NOTARY PUBLIC _____

CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT

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 sixty (60)** 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."

C. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Warranty Bond in the amount of 50% of the Contract price, conditioned upon the guaranty and warranty of the work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form attached hereto as Exhibit "D."

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, an 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: 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**

**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, 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

SPECIAL PROVISIONS
FOR
SENIOR CENTER REMODELING
C.P. No. 925
IN THE CITY OF MONTEBELLO
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SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

SENIOR CENTER REMODELING

C.P. No. 925

IN THE CITY OF MONTEBELLO

Except as otherwise provided in the Plans, Special Provisions, Special Specifications, or as modified herein, the work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications for Public Works Construction, “Green Book”, 2018 Edition, which are hereinafter referred to as the Standard Specifications.

The intention of the contract documents is to include all plant labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore, as provided in the contract documents for the proper execution and completion of the work on the project in strict accordance with the plans and specifications.

The Standard Specifications and Standard Plans of the AGENCY are contained in the 2018 Edition, and applicable amendments to, 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, 1612 South Clementine Street, Anaheim, CA 92802, telephone (714) 517-0970.

The AGENCY also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans) which Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

PART 1 – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 TERMS AND DEFINITIONS.

In addition to the terms and definitions of subsection 1-2, whenever in the contract documents the following terms are used, they shall be understood to mean and refer to the following:

ALLOWABLE COSTS means those costs not covered by agreed unit prices, which are to be used in calculating adjustments to the Contract Sum.

ALLOWABLE MARKUPS means the percentage of markups for Work not covered by agree unit prices, which are to be used in calculating adjustments to the Contract Sum.

APPLICABLE LAWS means all applicable federal, state and municipal laws (legal and equitable), statutes, building codes, ordinances, regulations and lawful orders (including, without limitation, the City acting in its regulatory capacity) having jurisdiction over the Project, Work, Site, City, or Contractor (including, without limitation, Environmental Laws) and all ordinances, rules and regulations enacted by City. In the event of a conflict between or among Applicable Laws governing Contractor's performance of the Work, the more stringent shall apply.

APPLICATION FOR PAYMENT means Contractor's certified application for payment for Work in accordance with the Contract Documents.

ARCHITECT means the individual or firm under contract with City primarily responsible to provide design, engineering and related construction administration for the Project.

AGENC: City of Montebello

BOARD: City Council of the City of Montebello

COUNTY: County of Los Angeles

FEDERAL: United State of America

BIDDING DOCUMENTS means the following collection of documents prepared and issued for the purpose of soliciting Bids for the Work: (1) Invitation to Submit Bids, (2) Instructions to Bidders, (3) Bid Forms, (4) Construction Contract, (5) Special Provisions, (6) Drawings and Schedules, (7) Details, (8) Addenda(s), and (9) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (8) hereinabove, are expressly cross-referenced therein or attached thereto.

CERTIFICATE FOR PAYMENT means the statement from the Engineer certifying both the undisputed amount of money due to Contractor and the amount of money, if any, that are disputed upon an Application for Payment.

CHANGE means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any

cause or circumstances, including, without limitation, either directly at the request of City or constructively by reason of other circumstances. Use of the term “Change,” in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to an adjustment increasing the Contract Sum or extending the Contract Time on any basis other than for Compensable Change or Compensable Delay.

CHANGE ORDER means a written instrument, signed by City and Contractor in accordance with the requirements of the General Conditions, designating any work that is a change of scope requiring additional expenditure of materials and labor and/or requiring additional time to complete. Its purpose is to establish the terms of City and Contractor’s mutual agreement to an adjustment of the Contract Sum or Contract Time on account of Compensable Change, Deleted Work, Compensable Delay or Excusable Delay.

CHANGE ORDER REQUEST means Contractor’s written request for an adjustment in the Contract Sum and/or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

CITY means the City of Montebello, a municipal corporation organized under the laws of the State of California, acting through the City Council or other representatives duly authorized by the City Council to act on City’s behalf.

CITY CONSULTANT means the designated Consultant, other than the Architect, engaged by City (or engaged as a subconsultant to the Architect or Consultant) to provide professional advice with respect to the design, construction or management of the Project.

CITY COUNCIL means the City Council of the City of Montebello.

CLAIM means a written demand or assertion by City or Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A CLAIM does not include the following: (1) a tort claims for personal injury or death, (2) stop notice claims, (3) the right of City to specific performance or injunctive relief to compel performance, or (4) any rights remedies, administrative action, and/or penalties that the City has under applicable law.

CLOSE-OUT DOCUMENTS means the warranties, guarantees, maintenance and operations manuals that, along with electronic versions, are required to be delivered by Contractor to the City upon Final Completion of the Project Work.

COMPENSABLE CHANGE means Extra Work: (1) that is the result of (a) Differing Site Conditions, or (b) revisions in Applicable Laws enacted after the execution of the Construction Contract by City and Contractor, (c) a Change requested in a writing signed by the Engineer, or (d) other circumstances involving a Change in the Work or which Contractor is given under the Contract Documents a specific and express right to adjustment of the Contract sum; and (2) that is not caused, in whole or part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with Contractor’s obligations under the Contract Documents; and (3) for which an adjustment to the Contract Sum is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such Extra Work.

COMPENSABLE DELAY means a Delay to the critical path of activities affecting Contractor's ability to achieve Final Completion of the Project Work within the Contract Time, not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor or any Tier or a failure to comply with Contractor's obligations under the Contract Documents, and that is caused solely by any of the following: (1) a Compensable Change, (2) the active negligence of City, Engineer, Architect, City Consultant or a Separate Contractor, or (3) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to both an adjustment of the Contract Sum and/or Contract Time.

COMPLETION PUNCH LIST means the list of items of Work to be completed or corrected by Contractor for Final Completion of the Project Work.

CONSEQUENTIAL DAMAGES means damages incurred by either City or Contractor for loss of use, loss of profit or income, loss of revenue, lost opportunity, additional or unabsorbed overhead, loss of management or services, loss of productivity, loss of financing or funding, loss of business reputation, loss of bonding and all similar indirect, economic damages that are caused as a result of either Delay or that result from a termination or suspension (for default or convenience) of all or any portion of the Construction Contract or the Work. Consequential Damages do not include direct or indirect damage or injury to persons or tangible property, including without limitation, the repair or replacement of tangible property damaged or lost.

CONSTRUCTION CONTRACT means the written contract contained in the Bidding Documents and executed between City and Contractor for the Work.

CONTRACT DOCUMENTS means the following collection of documents governing Contractor's performance of the Work: (1) the Bidding Documents, (2) the Construction Contract between City and Contractor, other terms, conditions and requirements applicable to the performance of the Construction Contract and Work (including General Provisions, any supplemental and Special Provisions and the General Requirements), Drawings, Specifications, Addenda issued prior to execution of the Construction Contract and other documents listed in the Construction Contract and Modifications issued after execution of the Construction Contract, (3) a Change Order signed by both City and Contractor and/or such others, if any, as required by the General Conditions, (4) a Unilateral Change Order signed by City and/or others, if any, as required by the General Conditions, (5) a Field Order signed by City and/or others, if any, as required by the General Conditions, (6) a written order for a Minor Change in the Work issued by the Engineer, and (7) the Declaration of Sufficiency of Funds completed and signed by Contractor.

CONTRACT SUM means the total amount of compensation stated in the Construction Contract, including adjustments authorized by Change Orders or Unilateral Change Orders, that is payable to Contractor for the performance of the Work in accordance with the Contract Documents.

CONTRACT TIME means the total number of working days set forth in the Construction Contract within which Contractor is obligated to submit Materials Confirmations and achieve Completion and Final Completion of the Project Work and/or Project Work, as adjusted for extensions of time permitted under the terms of the Contract Documents and approved by City.

CONTRACTOR means the person or entity under contract with City pursuant to the Construction Contract to serve as the general contractor for construction of the Work.

DAY, whether capitalized or not, and unless otherwise specifically provided, means Monday, Tuesday, Wednesday, Thursday, Friday, and does not include weekends or City recognized legal holidays.

DEFECTIVE WORK means Work by Contractor or a Subcontractor that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

DELAY, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the performance of the Work.

DELETED WORK means work that is eliminated due to a Change requested by City.

DESIGN DOCUMENTS means all plans, drawings, tracings, specifications, programs, reports, calculations, models, presentation materials and other materials or documents containing designs, specifications or engineering information prepared by the Architect, City Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term "Design Documents" includes, without limitation, all building and other designs depicted therein, as well as the written documents themselves.

DIFFERING SITE CONDITION means an unforeseen condition at a Site or in Existing improvements at a Site. Specifically they are those conditions, located at a Site or in Existing Improvements, not otherwise ascertainable by Contractor through the exercise of thorough care and diligence in its inspection of the Sites and Bidding Documents, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; or (2) subsurface or concealed conditions at the Sites or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Contractor prior to submission of the Bid; or (3) unknown physical conditions at the Sites or concealed conditions in Existing improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents.

DISCOVERY DATE, used in reference to Contractor's obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates the Contractor either: (1) discovered such facts, conditions or circumstances, or (2) should have discovered such facts, conditions or circumstances in the exercise of reasonable care practiced by the general contractors performing public works construction projects in the Southern California area.

DRAWINGS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

ENGINEER means the City Engineer or the Public Works Director for City of Montebello acting either directly or through properly authorized agents, acting within the scope of the particular duties entrusted to them.

EXCUSABLE DELAY means a Delay, other than a Compensable Delay, to Contractor's ability to perform within the Contract Time that is (1) not caused, in whole or in part, by the negligence or willful misconduct of Contractor or a Subcontractor of any Tier or a failure to comply with the obligations of Contractor under the Contract Documents; and (2) is unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractor, of any Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or any Subcontractor, nor any failure by a Subcontractor to perform any obligation imposed by contract or Applicable Laws, shall constitute grounds for Excusable Delay.

EXTRA WORK means Work (other than Work that is either a logical evolution of the Consultant's detailing, refinement and clarification of the Drawings and Specifications that are part of the Contract Documents or that is reasonably inferable as necessary to satisfy the design intent for a completed and fully operational system, facility or structure) that is not indicated by the Contract Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. Reference to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to an adjustment to the Contract Sum or Contract Time unless such Extra Work constitutes a Compensable Change.

FIELD ORDER means a written directive signed by the City and Contractor that: (1) directs the performance of a Minor Change, (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding adjustment of the Contract Sum or Contract Time, or (3) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change or Deleted Work under circumstances where performance needs to proceed in advance of the Contractor having completed its substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

FINAL COMPLETION, FINALLY COMPLETE means (1) with respect to Project Work, the point at which the following conditions have occurred with respect to such Work: (a) the entirety of such Work is fully completed, including all minor corrective, or "punch list," items, (b) a permanent and unconditional waiver for the entirety of such Work has been delivered to City, (c) all documents required to be submitted, including without limitation, warranties, guaranties and other Close-Out Documents, (d) such Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufactures recommendations and buff dried by machine to bring the surfaces to sheen, and (d) all conditions set forth in the Contract Documents for completion of such Work have been, and continue to be, fully satisfied; and (2) with respect to the Project Work, the point at which: (a) all of the conditions set forth in Clause (1) of the Paragraph have occurred for each and every Home comprising the Project; and (b) all

contractors and subcontractors have been paid and there are no outstanding stop orders claims or claims of any kind that may delay the payment by the City of its ten-percent self-retention monies.

FORCE MAJEURE EVENT means, and is restricted to, any of the following: (1) Acts of God, (2) terrorism or other acts of public enemy, (3) acts or omissions of Governmental Authorities beyond the reasonable foreseeability and control of Contractor, (4) epidemics or quarantine restrictions, (5) strikes, other than those resulting from a violation by Contractor or a Subcontractor of Applicable Laws or applicable collective bargaining agreements, resulting in the unavailability of workers or replacement workers, (6) acts or omissions of the Homeowner that Delay access to a Home or performance of the Work, or (7) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources located within a reasonable distance of the Site where those materials are to be used in performing the Work, (b) such shortage is due to the fact that such materials are not physically available or could not have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated at the time the Construction Contract was entered into.

GENERAL CONDITIONS means the herein set forth general terms and conditions.

HAZARDOUS SUBSTANCE means: (1) any chemical, material or other substance defined as or included within the definition of “hazardous substances,” “hazardous wastes”, “extremely hazardous substances,” “toxic substances”, “toxic material”, “restricted hazardous waste”, “special waste”, “contamination”, or words of similar import under any Environmental Law, including without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“PCB:”) and PCB-containing materials, whether or not occurring naturally; (2) lead paint, or (3) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

INSPECTOR OF RECORD means the Inspector responsible, among others, for conducting inspections of Project Work.

LABORATORY means the designated laboratory authorized by the Engineer to test materials and work involved in the contract.

LOSS, LOSSES mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, actions, judgments, settlements, expenses, fines and penalties. “Losses” do not include attorney’s fees or court costs, whether arising as an expense or cost or legal proceeding to which Contractor is a party or as a consequential damage claimed against Contractor by any third person.

MINOR CHANGE means a Change in the Work that does not involve either performance of Extra Work or an adjustment to the Contract Sum or Contract.

MODIFICATION means a written agreement of City and Contractor that amends, adds to or revises the provisions of the Construction Contract or other Contract Documents.

NOTICE OF COMPLETION means the written notice by Engineer confirming the date that the Project Work is Finally Completed.

NOTICE TO PROCEED means the written notice issued by City to Contractor to begin the Project Work.

PLANS means the graphic and pictorial portions of the Contract Documents prepared by the Architect or a City Consultant showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term “Plans” is used interchangeably with “Drawings.”

PROGRESS PAYMENTS means a monthly payment of a portion of the Contract Sum based on Contractor’s progress in the performance of the Work.

PROJECT COMPLETION DATE means the point at which the Project Work is: (1) sufficiently and entirely complete in accordance with Contract Documents so that such Work can be utilized for its intended purpose, (2) receipt by City of all permits and certificates by Governmental Authorities, if any, required to occupy and use such Work, and (3) all systems included in the Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and has been completed.

PROJECT OR PROJECT WORK means the totality of the Work to be performed by Contractor under the terms of the Contract Documents covered by the Project Contract.

REQUEST FOR EXTENSION means a formal written request required to be submitted by Contractor setting forth the justification and support for Contractor’s request for adjustment in the Contract Time due to an Excusable Delay or Compensable Delay.

REQUEST FOR INFORMATION means a written request by Contractor for clarification of what it perceives to be discrepancies in the Contract Documents, including, without limitation, information in the Contract Documents constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or variances between the information in the Contract Documents and field conditions.

SPECIFICATIONS mean the portion of the Bidding Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

SPECIAL DAYS means the local holiday shopping season from the second Friday of December through Christmas Day.

SUBCONTRACTOR means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers and vendors, of any and every Tier.

SURETY means Contractor’s surety issuing the Bid, Performance and/or Labor and Material Bonds.

TIER means the contractual level of a Subcontractor with respect to Contractor. For example, a “first-tier” Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the “second tier,” and so on. Use of the phrase “of every tier”, or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors.

UNEXCUSED DELAY means any Delay that is not a Compensable Delay or Excusable Delay, including, without limitation, the following: (1) Delay caused by Contractor’s failure to comply with the Contractor’s Documents, (2) Delay for which Contractor has failed to provide timely and complete Request for Extension, or (3) Delay associated with any circumstances where costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor’s risk or Contractor’s Own Expense.

UNILATERAL CHANGE ORDER means a writing signed by City in accordance with the General Conditions, in which City unilaterally sets forth its determination of the amount of adjustments to the Contract Sum or Contract Time due to a Compensable Change, Compensable Delay or Deleted Work.

WORK means the labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by City.

WORKING DAY means Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. It does not include Saturdays, Sundays, or Holidays recognized by the City of Montebello.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified therein.

1-7 AWARD AND EXECUTION OF THE CONTRACT.

1-7.1 General.

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

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

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

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

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

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

1-7.2 CONTRACT BONDS.

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

The second and third sentences of the third paragraph of Subsection 1-7.2 of the Standard Specifications are hereby deleted and replaced with the following: The "Payment Bond" (Material and Labor Bond) shall be for not less than 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.

1-8 SUBCONTRACTS

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

The Contractor with the bid package shall submit a list of all subcontractors intended to perform work on the project. This list shall include the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in

an amount in excess of one-half of one percent of the prime contractors total bid. The prime contractor shall provide a description by bid item number or otherwise fully designate the portion of work to be performed by each subcontractor.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS.

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

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

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

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

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

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

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE.

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

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

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

3-7 CONTRACT DOCUMENTS.

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

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

3-7.1 General.

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

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

3-7.2 PRECEDENCE OF THE CONTRACT DOCUMENTS.

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

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

- | | |
|-----------|--|
| FIRST: | Requirements of law, including the Charter and Ordinances of the City. |
| SECOND: | Permits from other Agencies as may be required by law or Ordinance. |
| THIRD: | Permits from City Departments as may be required by law or Ordinance. |
| FOURTH: | Change Orders and/or Supplemental Agreements; whichever occurs last. |
| FIFTH: | Contract/Agreement. |
| SIXTH: | Addenda. |
| SEVENTH: | Bid/Proposal. |
| EIGHTH: | Special Provisions. |
| NINETH: | Plans. |
| TENTH: | Standard Plans. |
| ELEVENTH: | Standard Specifications. |
| TWELFTH: | Reference Specifications. |

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

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

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

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

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

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

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. The allowable error shall not exceed 0.02 feet vertically or horizontally. Any staking found to exceed allowable error shall be reset at the sole expense of the Contractor and no additional compensation will be made therefore. In cases where the Contractor is unable to place a monument, such as conflicts with underground utilities, the Contractor shall notify the Engineer for review, confirmation, and approval of the omission. All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

3-10.2 Line and Grade.

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

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

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

For street improvements, the Surveyor will establish rough grade elevations at 50-foot intervals along the street. After completion of the rough grading, he/she will establish elevations for curb

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

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

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

For storm drains, the Surveyor will establish elevations at 25-foot intervals along the main line, at all grade change points indicated on the plans, at inlets and outlets of structures and at the upper ends of house connections and laterals. Normally, elevations for narrow trenches will be established by means of offset stakes and a grade sheet giving cuts from such stakes will be issued. When determined necessary, blue top hubs will be set in the trench for line and grade. Narrow trenches where there are space constraints due to utility conflicts must be approved by the Engineer and must compile with Slurry mix backfill according to Section 306-12.2 of the Greenbook. Use of slurry mix backfill shall include furnishing material, labor, tools, equipment and incidentals, and for doing all work involved in installing slurry mix backfill, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and included in the cost for storm drain pipeline. No additional compensation shall be allowed.

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

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

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL.

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

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one (1) years after the date of recordation of the Notice of Completion. Within this one-year

period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance. The Contractor shall make all repairs, replacements, and restorations within thirty (30) days after the date of the City Engineer's written notice.

4-6 TRADE NAMES.

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR.

5-3.2 Prevailing Wages.

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

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

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

5-3.6 Laws.

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing

rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

5-4 INSURANCE.

5-4.2 General Liability Insurance.

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

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

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

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

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

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

5-4.3. Worker's Compensation Insurance.

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

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

5-4.4 Auto Liability Insurance.

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

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

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

5-4.5 Additional Insureds.

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

5-4.6 Notice of Cancellation.

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

5-4.7 Severability Clause.

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

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

5-4.8 Qualifications of Insurer.

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

5-4.9 Approval of Insurer.

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

5-4.10 Payment of Premiums.

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

5-4.11 Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the

CITY at all times during the term of this Contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

5-7 SAFETY.

5-7.1 Work Site Safety.

5-7.1.1 General.

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

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

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

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

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

5-7.9 Traffic and Access.

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

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all streets at all times except as permitted by the Engineer. The Contractor must submit a traffic

control plan to the City and obtain approval of same in writing from the City Engineer. The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

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

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

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

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

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

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

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

5-7.9.1 Street Closures, Detours, Barricades.

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

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

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

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

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

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

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

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

5-7.9.2 Protection of the Public.

This subsection is hereby added to section 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 Agency's execution of the Contract Agreement. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged and setting forth the dates that each item will be delivered.

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

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

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications shall be replaced by the following:

All construction work is to be completed within **forty-five (45) 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 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.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;
2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;
3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;
4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;
5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;
6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;

7. Damage to other work or property;
8. Failure to fulfill all the requirements of the Contract Documents;
9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;
10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;
11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.
12. Failure of Contractor of the subcontractors to comply with applicable laws;
13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;
14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;
15. Liquidated damages payable to City;
16. Materials ordered or paid by City on behalf of Contractor;
17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;
18. Cleanup performed by City and chargeable to Contractor;
19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;
20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et/ seq.;
21. A breach by Contractor of any obligation or provision of the Contract Documents.
22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City's actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.

Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-contractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge

or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.

Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start-up of the Project Work as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work for is Complete.

Unless the Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Compliance, the Engineer, accompanied by the Inspector of Record and any others deemed appropriate by the Engineer, will inspect the Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.

The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project

Work. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

Final Completion

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is read for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

Concluding Payment

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City's or Homeowner's property or funds might be liable have been paid or otherwise satisfied;
2. Submission of consent of Surety, if any, to Completion Payment;
3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section 3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;
5. Submission of all Close-Out Documents for the Project Work;

6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.
7. Proper payment of prevailing wages as defined in California Labor Code Section 1720, et seq for the Project Work.
8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees' benefits relating to the Project Work due and owing having been paid in full; and
9. Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Final Payment Terminates Liability

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these General Conditions.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A," in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain its total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the

City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials.

This subsection of the Standard Specifications is hereby replaced in its entirety by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

7-3.5 Contract Unit Prices.

7-3.5.1 General.

Replace this subsection with the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, the quantity changes 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.

Replace this subsection with the following:

7-4.3.1 Work by Contractor.

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by Subcontractor.

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first \$5,000 of the subcontracted portion of the extra work and 5% on work added in excess of \$5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

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

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so, provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, “Latest Edition and Supplement”.

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Los Angeles County Flood Control District - Applicable storm drains.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2018 edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Claim” means a “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter

county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

PART 4 – EXISTING IMPROVEMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements, and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

400-2 PERMANENT SURVEY MARKERS.

The following is added this 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 were obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

CITY OF MONTEBELLO DEPT OF PUBLIC WORKS

Attention: Mr. Cesar Roldan

(323) 887-1460

croldan@montebelloca.gov

AT&T

Attention: Mr. Marco Macias

(626) 318-9039

CALIFORNIA WATER SERVICE

Attention: Mr. Ralph Felix

(323) 823-5287

rfelix@calwater.com

CENTRAL BASIN MUNICIPAL WATER DISTRICT

Attention: Ms. Elaine Jeng

(323) 201-5500

CHARTER COMMUNICATION	(626) 807-3263
Attention: Mr. Rodney Graf	Rodney.graf@charter.com
LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS	(626) 458-7136
Attention: Mr. Mahdad Derakhshani	mderakas@dpw.lacounty.gov
LOS ANGELES COUNTY SANITATION DISTRICT	(562) 908-4288 ext. 1205
Attention: Ms. Christine Gurga	engineeringcounter@lacsdsd.org
METROPOLITAN WATER DISTRICT	(213) 217-7670
Attention: Mr. Ken Chung	kchung@mwddh2o.com
MONTEBELLO LAND & WATER	(323) 722-8654
Attention: Mr. Mario Gardea	mario@mtblw.com
SAN GABRIEL VALLEY WATER CO.	(909) 201-7349
Attention: Mr. Paul Garavito	
SOUTH MONTEBELLO IRRIGATION DISTRICT	(323) 721-4735
Attention: Mr. Jordan Betencourt	j.betencourt@pacbell.com
SOUTHERN CALIFORNIA EDISON North of Lincoln Av	(323) 720-5298
Attention: Ms. Regina Gonzales	
SOUTHERN CALIFORNIA EDISON North of Lincoln Ave. & Large Projects	(323) 720-5214
Attention: Ms. Elda Alatorre	
SOUTHERN CALIFORNIA EDISON South of Lincoln Ave.	(310) 608-5005
Attention: Ms. Lissette Alvarez	Lissette.Alvarez@sce.com
THE GAS COMPANY	(310) 605-4105
Attention: Mr. Cesar Arroyo	carroyo@semprautilities.com
CRMSON PIPELINE	(310) 669-4002
Attention: Mr. Ryan Lassus	(310) 669-4024
CHEVRON	(310) 669-4014
Attention: Mr. Dave Zerler	
CITY POLICE AND FIRE DEPARTMENT	Police: (323) 887-1313 Fire: (323) 887-4510
UNDERGROUND SERVICE ALERT	(800) 422-4133 Tel (909) 808-8101 Fax
TRASH COLLECTORS – ATHENS DISPOSAL	(626) 336-6100
STREET SWEEPING – NATIONWIDE	(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT

(323) 887-7900

MONTEBELLO TRANSIT

(323) 558-1625

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

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

The Contractor shall notify the occupants of all affected properties in writing at least forty-eight hours (2 working days) prior to any temporary obstruction of access.

600-2 VEHICULAR ACCESS.

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

Vehicular access to the property line shall be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the Engineer.

In cases where driveways require replacement. Where a property has two driveways, only one driveway at a time can be closed for replacement. Where a single driveway to a property has a considerable width, half of the driveway is to be closed, worked on and reopened for usage before the other half of the driveway can be worked on.

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

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

600-3 PEDESTRIAN ACCESS.

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

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

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

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

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from the City, the Contractor can provide one traffic lane on a single direction on residential streets, during construction hours.

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

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

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

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

The following is added 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.

SPECIAL PROVISION
PART 2 – BID ITEM DESCRIPTIONS

FOR
SENIOR CENTER REMODELING

C.P. No. 925

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.

Bid Item No. 1 – Mobilization/Demobilization (Not to exceed 3% of total of all other Prime Contract Bid Items)

Mobilization shall conform to the provisions of Sections 7-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. This bid item shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The Agency will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the Agency will deduct, from the final payment due the Contractor, the total amount of any fines levied on the Agency, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Payment for Mobilization/Demobilization shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. Progress payments for this bid item shall be paid for in accordance with the completion percentage of the project to the Contractor and shall include the cost of such mobilization administration during the entire contract period and demobilization. No additional compensation will be allowed therefor. The sum total of this Bid Item shall not exceed 3% of the total of all other Bid Items.

Bid Item No. 1 Through Bid Item 13 – Demolition Phase

All the Bid Items under the Demolition Phase of this project are included here. The specifications for each item are listed on the construction plans with the associated bid item numbers and bid type, and per all the relevant standard specifications of the agency's standards cited herein.

Payment for Demolition Phase per Bid Items under this category will be paid per the Bid Schedule pricing, number of items dictated, and type and shall be considered full compensation for each item listed under the Demotion Phase, 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,; and incidentals necessary to perform all related items of work.

Bid Item No. 1 Through Bid Item 22 – New Construction Phase

All the Bid Items under the New Construction Phase of this project are included here. Specifications for each item are listed on the construction plans with the associated bid item numbers and bid type, and per all the relevant standard specifications of the agency's standards cited herein.

Payment for New Construction Phase per Bid Items under this category will be paid per the Bid Schedule pricing, number of items dictated, and type and shall be considered full compensation for each item listed under the New Construction Phase, 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,; and incidentals necessary to perform all related items of work.

APPENDIX “A”
STANDARD PLANS
CITY OF MONTEBELLO

SENIOR CENTER REMODELING

C.P. No. 925

LIST OF STANDARD PLANS

<u>Plan No.</u>	<u>Description</u>
<u>Standard Plans for Public Works Construction:</u>	
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 133-3	AC Pavement Replacement
SPPWC 150-3	Curb Drain
SPPWC 151-2	Parkway Drain
SPPWC 205-2	Sewer Manhole Adjustment
SPPWC 206-2	Manhole Raising Rings
SPPWC 520-4	Tree Planting
SPPWC 523-2	Root Pruning
SPPWC 606-4	Metal Hand Railings
SPPWC 622-4	Concrete Block Slough Wall
<u>CALTRANS:</u>	
A20A, A20B, A20D	Pavement Markers and Traffic Lines
A24A, A24D, A24E, A24F, A24G	Pavement Markings, Arrows, Words, Limits & Crosswalk Lines
ES-5A, ES-5B	Electrical Systems (Loop Detectors)

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

PUBLIC IMPROVEMENT PROJECT SIGN



**YOUR TAX DOLLARS AT WORK
SENIOR CENTER REMODELING
FY 2024/2025**

CIP PROJECT NO.: XXXX

CITY OF MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ - MAYOR

GEORGINA TAMAYO – MAYOR PRO TEM

DANIELLE ROMERO – COUNCILMEMBER

SCARLET PERALTA – COUNCILMEMBER

RIC ALONZO – COUNCILMEMBER

CONSTRUCTION MANAGEMENT: _____

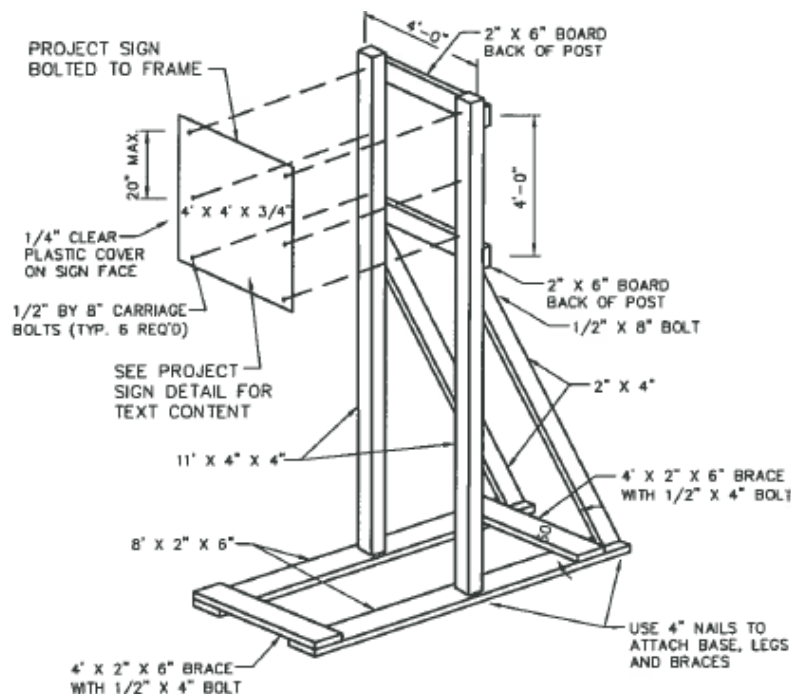
CONTRACTOR: _____

START DATE: _____ 2025

ESTIMATED COMPLETION DATE: _____ 2025

NOTES:

- Sign Size: 4 feet X 4 feet
- Sign Material: Anti-graffiti,
Diamond Grade
- Sign Color: Blue, Accent 1,
60% Lighter
- Lettering Color: Blue
- Border Color: Dark Blue



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

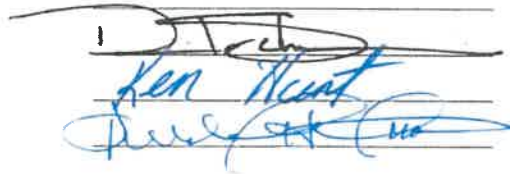
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

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

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 Luis Miramontes
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 DocuSigned by:
 Caesar Bonas
 8D7F6E25140A10...
 DocuSigned by:
 Josh Kaper
 7E8C7DA88B408...

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
Boilermakers (Local 92)
Bricklayers & Allied Craftworkers (Local 4)
Cement Masons (Local 600)
Electricians (Local 11)
Elevator Constructors (Local 18)
Guniters (Local 345)
Iron Workers (Reinforced – Local 416)
Iron Workers (Structural – Local 433)
District Council of Laborers
Laborers (Local 300)
Laborers (Local 1184)
Operating Engineers (Local 12)
Operating Engineers (Local 12)
Operating Engineers (Local 12)
Painters & Allied Trades DC 36
Pipe Trades (Local 250)
Pipe Trades (Local 345)
Pipe Trades (Plumbers Local 78)
Pipe Trades (Sprinkler Fitters Local 709)
Plasterers (Local 200)
Plaster Tenders Local (1414)
Roofers & Waterproofers (Local 36)
Sheet Metal Workers (Local 105)
Teamsters (Local 986)
Western States Regional Council of Carpenters


Ken Hunt
President

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]

City of Montebello

1234 address

City, state, zip code

Attn: _____

Re: Project Labor Agreement - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by the City of Montebello Project Labor Agreement effective January 1, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B
LOCAL RESIDENT ZIP CODES

(TIER 1)

CITY RESIDENTS

[to be supplied by the City]

(TIER 2)

90001	90037	90082
90002	90038	90084
90003	90039	90086
90004	90040	90087
90005	90041	90088
90006	90042	90089
90007	90046	90090
90008	90048	90091
90010	90050	90093
90011	90051	90096
90012	90052	90099
90013	90053	90134
90014	90054	90201
90015	90055	90202
90016	90057	90211
90017	90058	90239
90018	90060	90240
90019	90062	90241
90020	90063	90255
90021	90065	90270
90022	90068	90280
90023	90069	90601
90026	90070	90602
90027	90071	90606
90028	90072	90607
90029	90074	90608
90030	90075	90610
90031	90076	90640
90032	90078	90660
90033	90079	90661
90036	90081	90662

90670	91123	91602
90671	91124	91603
91001	91125	91604
91003	91126	91606
91006	91129	91608
91007	91182	91609
91008	91184	91610
91009	91185	91614
91010	91188	91618
91011	91189	91702
91012	91199	91706
91016	91201	91714
91017	91202	91715
91020	91203	91716
91021	91204	91722
91023	91205	91723
91024	91206	91731
91025	91207	91732
91030	91208	91733
91031	91209	91734
91040	91210	91735
91041	91214	91744
91042	91221	91745
91043	91222	91746
91046	91224	91747
91066	91225	91754
91077	91226	91755
91101	91352	91756
91102	91353	91770
91103	91501	91771
91104	91502	91772
91105	91503	91775
91106	91504	91776
91107	91505	91778
91108	91506	91780
91109	91507	91790
91110	91508	91791
91114	91510	91793
91115	91521	91801
91116	91522	91802
91117	91523	91803
91118	91526	91804
91121	91601	91896

91899

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

ATTACHMENT C

CITY OF MONTEBELLO CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The City of Montebello Project Labor Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder of the County of Los Angeles. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Project Labor Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
LOS ANGELES/ORANGE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug testing:
 - a. The Employer may request urine samples only. The applicant or employee

shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol

pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed

medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

7. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

8. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT E
Golf Course Parcel Map



Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

From: (Public Agency): City of Montebello
1600 W. Beverly Blvd.,
Montebello, CA 90640

(Address)

Project Title: Senior Center Basement Remodel Project - CP 925

Project Applicant: City of Montebello

Project Location - Specific:

115 S. Taylor Avenue, Montebello, CA 90640

Project Location - City: Montebello

Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

The proposed project makes improvements to lighting, flooring, storage, and restrooms. The project scope also includes the addition of a fitness area and a computer room that will be available for use by seniors.

Additionally, the proposed design includes multi-functional space that can be utilized for recreational classes, c

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 1531 as a Class 1

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

Lead Agency

Contact Person: Cesar Roldan

Area Code/Telephone/Extension: (323) 887-1462

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: 5/29/2025 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: _____



**U.S. Department of Housing and Urban
Development**

451 Seventh Street, SW
Washington, DC 20410
www.hud.gov

espanol.hud.gov

Environmental Review for Activity/Project that is Categorically Excluded Subject to Section 58.5

Pursuant to 24 CFR 58.35(a)

Project Information

Project Name:	Montebello Senior Center Improvements
Responsible Entity:	City of Montebello
Grant Recipient (if different than Responsible Entity):	N/A
State/Local Identifier:	B-20-MC-06-0555
Preparer:	Norma Lopez
Certifying Officer Name and Title:	Joseph Palombi, Planning & Community Development Director
Consultant (if applicable):	Avant Garde Inc.
Project Location:	115 S. Taylor Ave, Montebello, CA 90640

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The proposed project will improve the Montebello Senior Center. Work will consist of upgrading lighting, flooring, storage, restrooms, office space and ADA upgrades within the center including, senior center entrance, and drinking fountains.

Level of Environmental Review Determination:

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: (3) Rehabilitation of buildings and improvements when the following conditions are met: (iii) In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; and (B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.

Funding Information

Grant Number	HUD Program	Funding Amount
B-20-MC-06-0555	CDBG	\$342,443

Estimated Total HUD Funded Amount: \$342,443

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$342,443

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.6		
Airport Hazards 24 CFR Part 51 Subpart D	Yes No ☐ ☒	The project does not involve HUD assistance, subsidy, or insurance for the purchase or sale of an existing property, and therefore, this does not apply. In addition, there are no civil or military airports located within 15,000 ft from project location. There will be no impact as a result of this project. See Figure 2 Airport Hazards attached.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No ☐ ☒	As defined by the Act, there are no coastal barriers along the Pacific Coast. Therefore, the Coastal Barriers Resources Act is not applicable to this project.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood	Yes No ☐ ☒	According to the National Flood Insurance Program, Flood Insurance Rate Map Panels 06037C1663F, dated September 26th, 2008,

Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		the proposed project location is within an area with minimal flood hazard (Zone X). Flood insurance in areas labeled Zone X is not mandatory. See Figure 3 Flood Insurance attached.
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes ☐ No ☒	The City is located within a 'non-attainment area'. The completed project will not emit any airborne pollutants, and the minimal traffic generated by the project during the construction will not exceed the air quality thresholds of significance established by the South Coast Air Quality Management District (SCAQMD). (Figure 4)
Coastal Zone Management Coastal Zone Management Act, sections 307(c) & (d)	Yes ☐ No ☒	The project is located outside of the designated coastal zone. Therefore, Coastal Zone Management is not applicable to the project. See Figure 5 Coastal Zone Management attached.
Contamination and Toxic Substances 24 CFR Part 50.3(i) & 58.5(i)(2)	Yes ☐ No ☒	The project site is within a residential area. The proposed activities would not have an effect on other properties that would potentially leave toxic or radioactive material; there are no identifiable hazards that would affect residents. See Figure 6 Contamination and Toxic Substances attached.
Endangered Species Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes ☐ No ☒	A consultation was requested from the US Department of the Interior in order to fulfill requirements under Section 7 of the Endangered Species Act of 1973. According to the information provided, the project is located outside the critical habitat. <i>See Attachment 1 for full report.</i>
Explosive and Flammable Hazards 24 CFR Part 51 Subpart C	Yes ☐ No ☒	There are no known hazards within one mile of the project site.
Farmlands Protection Farmland Protection Policy Act of 1981, particularly sections	Yes ☐ No ☒	The proposed project is located completely within an urbanized area. The subject property is developed and committed to urban uses. <i>See Attachment 2 for full report.</i>

1504(b) and 1541; 7 CFR Part 658		
Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes No ☐ ☒	55.12(c)(6) The project is a minor amendment to a previously approved action with no additional adverse impact on or from a floodplain or wetland.
Historic Preservation National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes No ☐ ☒	After review of the project site, there are no properties listed on the National Register within its vicinity. There is no evidence of cultural resources on the site or near its vicinity. See Figure 7 Historic Preservation. The activity is Categorically Excluded Subject to Section 58.5. In considering historic properties in the project planning process, a consultation request was sent to the State Historic Preservation Officer on December 11, 2020. <i>See Attachment 3.</i>
Noise Abatement and Control Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes No ☐ ☒	The proposed project activities do not include the construction of noise-sensitive uses and, therefore, are not subject to the noise abatement and control measures.
Sole Source Aquifers Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No ☐ ☒	The project is not within a sole-source aquifer. <i>See figure 8.</i>
Wetlands Protection Executive Order 11990, particularly sections 2 and 5	Yes No ☐ ☒	The project will not involve any work in wetlands. See Figure 9 Wetlands Protection attached.
Wild and Scenic Rivers Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No ☐ ☒	The project is not within or immediately adjacent to a Wild or Scenic River; the closest Scenic River is the Sespe River, which is approximately 60 miles away from the construction site; therefore, it has no impact on rivers. <i>See figure 10</i>
ENVIRONMENTAL JUSTICE		
Environmental Justice Executive Order 12898	Yes No ☐ ☒	The proposed project would have a beneficial impact on low-income household and would not result in a negative impact on the fair treatment and meaningful

		involvement of all people regardless of race, color, national origin, or income with the respect to the development, implementation, and enforcement of environmental law, regulations, or policies. <i>See Figure 11.</i>
--	--	--

Field Inspection (Date and completed by):

Summary of Findings and Conclusions:

The City of Montebello has determined there are no concerns regarding the project.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
N/A	N/A

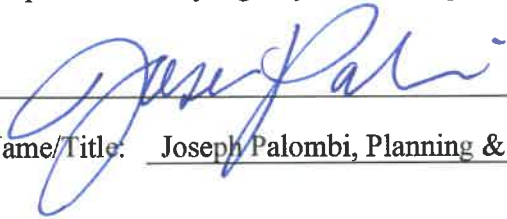
Determination:

- ☒ This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- ☐ This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- ☐ This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature:  Date: 1/4/2020

Name/Title/Organization: Norma Lopez, Program Coordinator, Avant Garde Inc.

Responsible Entity Agency Official Signature:



Date:

12/20/2020

Name/Title: Joseph Palombi, Planning & Community Development Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

115 S TAYLOR AVE MONTEBELLO CA: PROJECT LOCATION

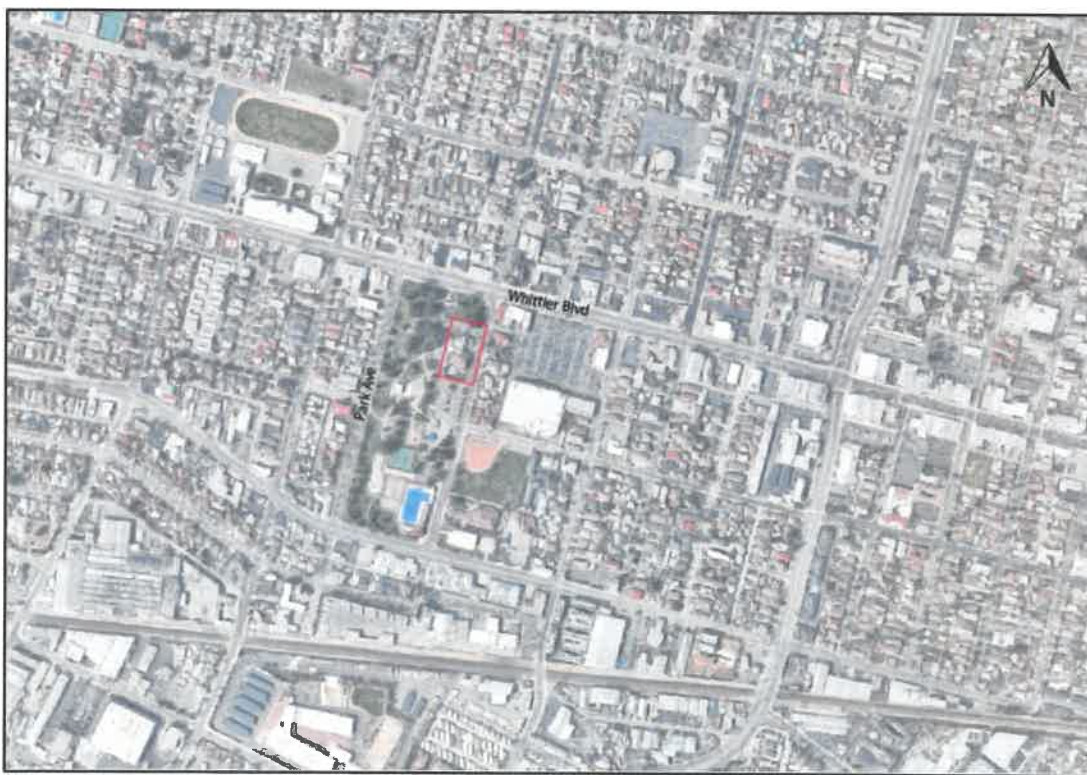
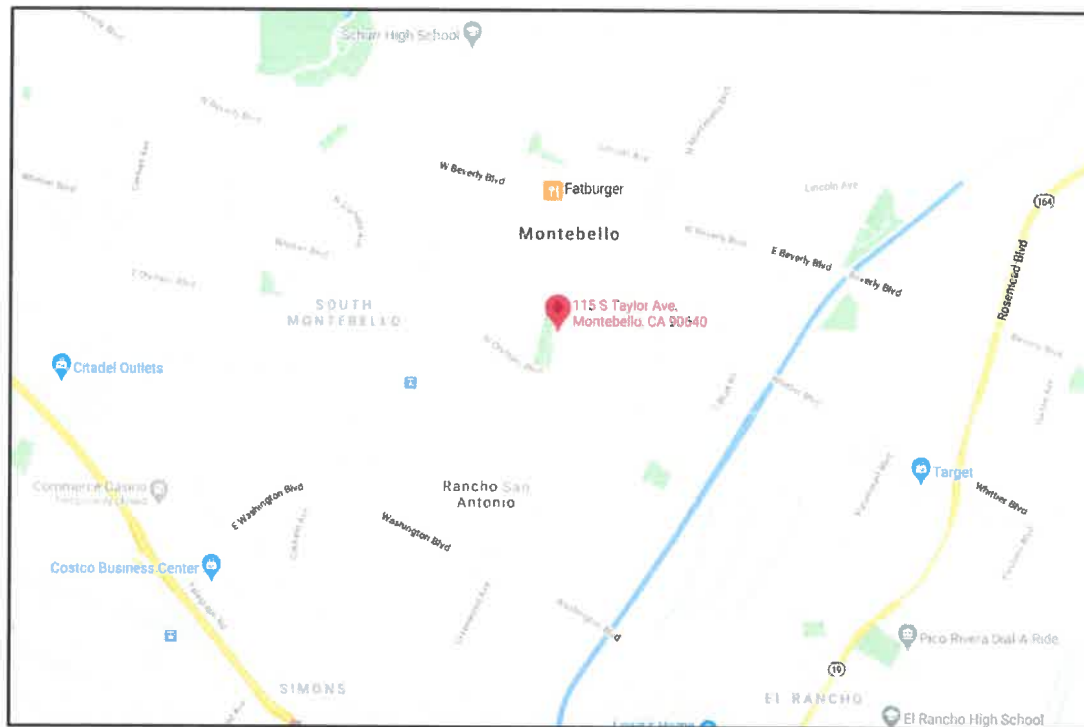


Figure 1

115 S TAYLOR AVE MONTEBELLO CA: AIRPORT HAZARDS

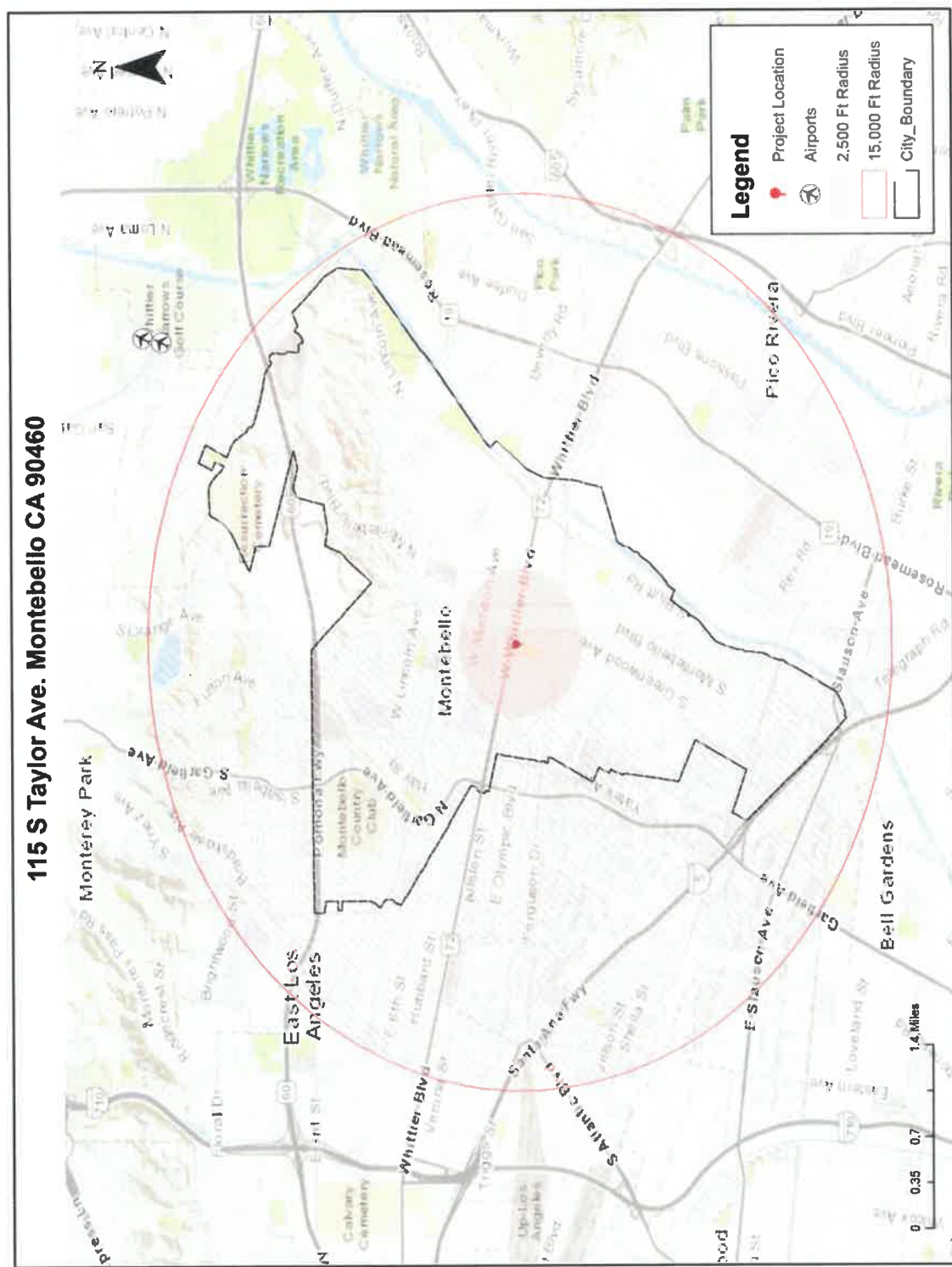


Figure 2

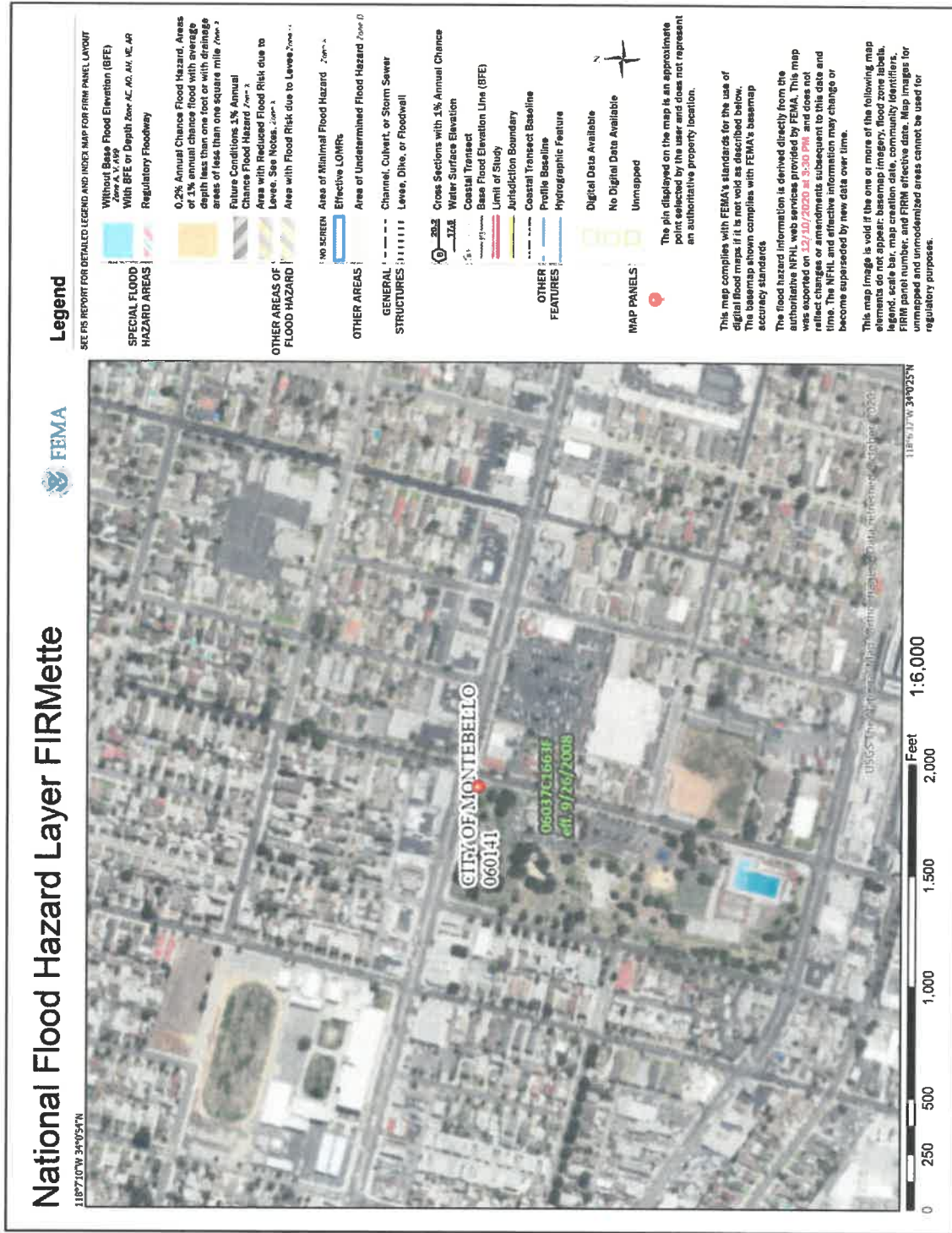


Figure 3

115 S TAYLOR AVE MONTEBELLO CA: CLEAN AIR

[illegible]

Figure 4

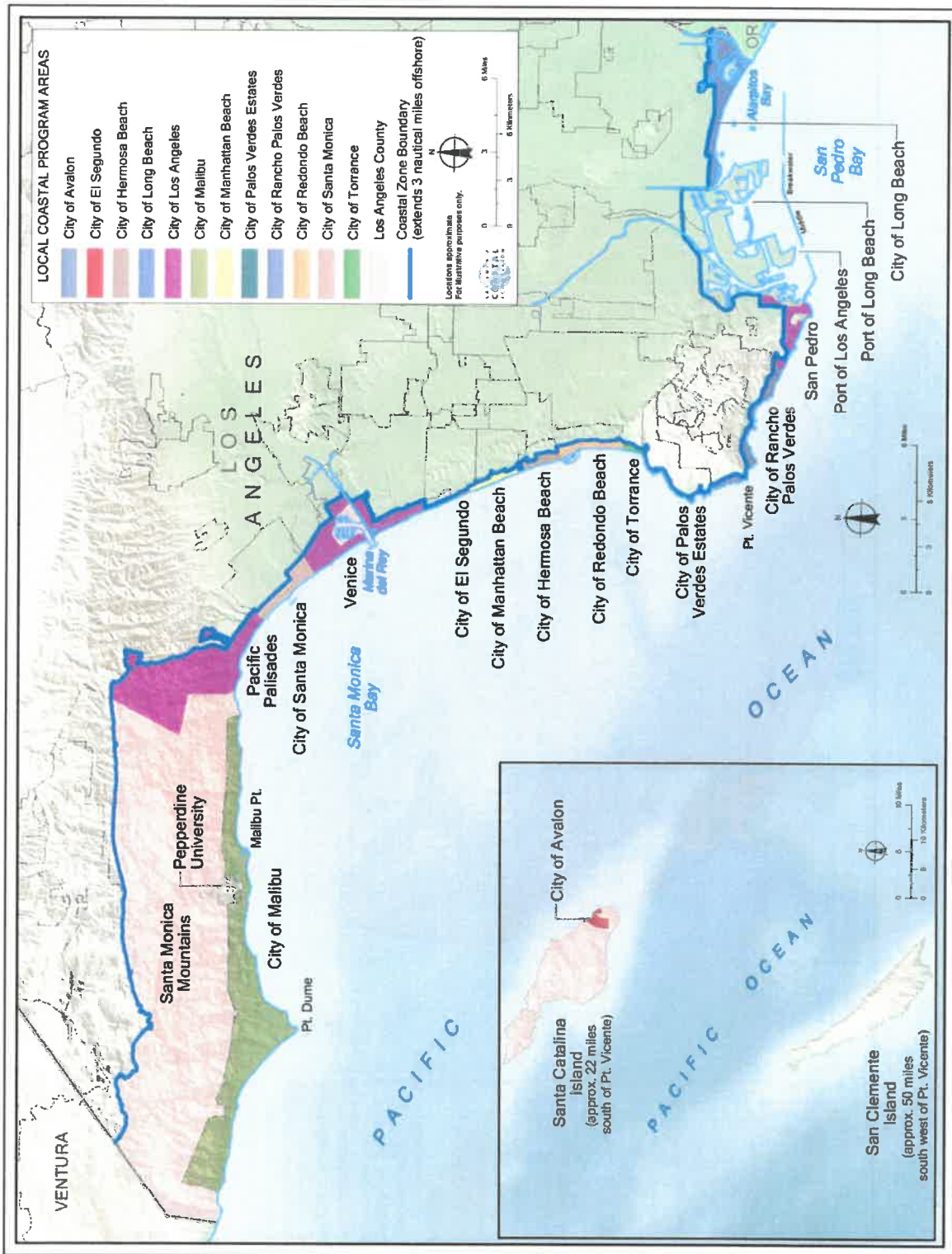


Figure 5

115 S TAYLOR AVE MONTEBELLO CA: CONTAMINATION AND TOXIC SUBSTANCES

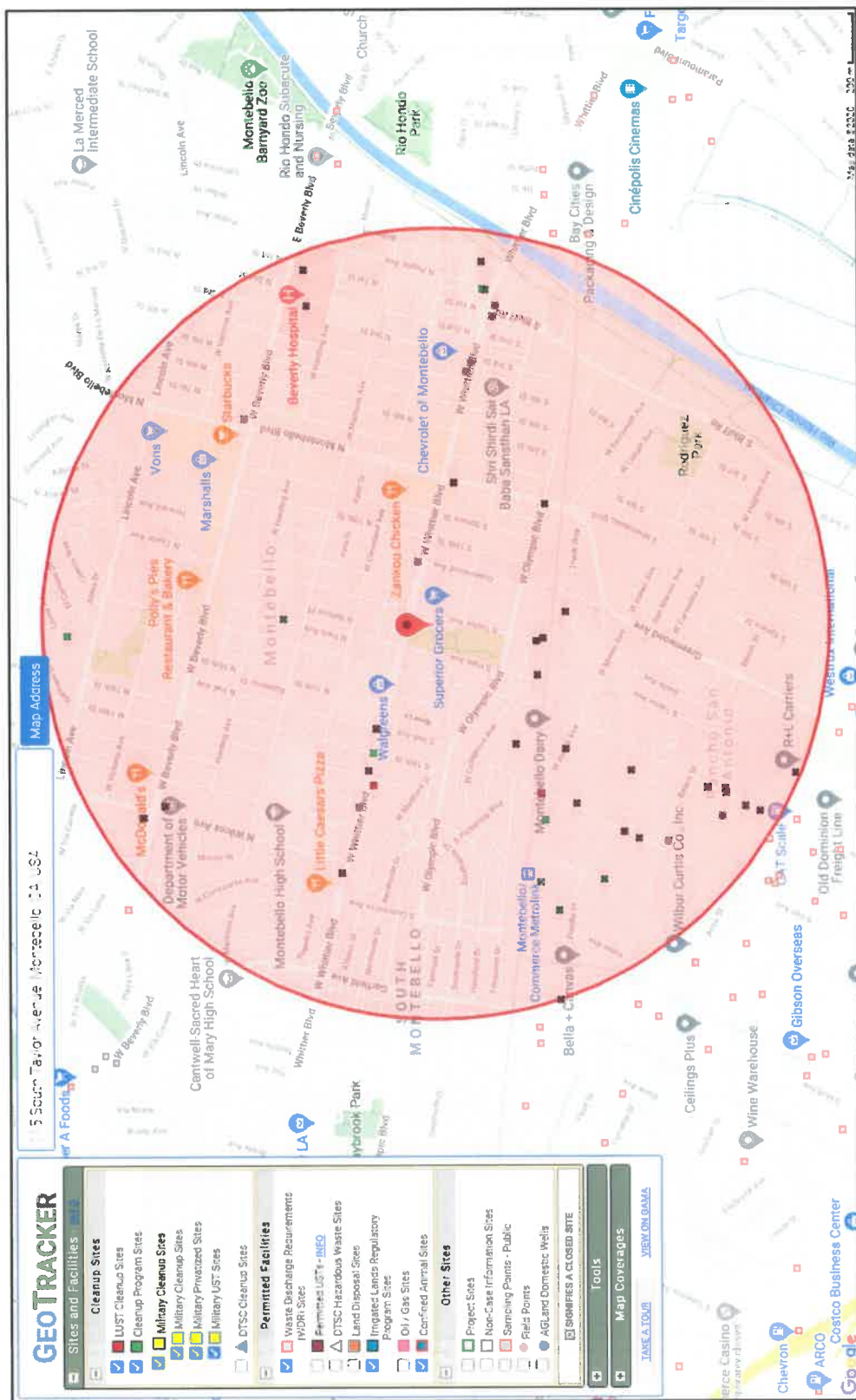


Figure 6

115 S TAYLOR AVE MONTEBELLO CA: HISTORIC PRESERVATION

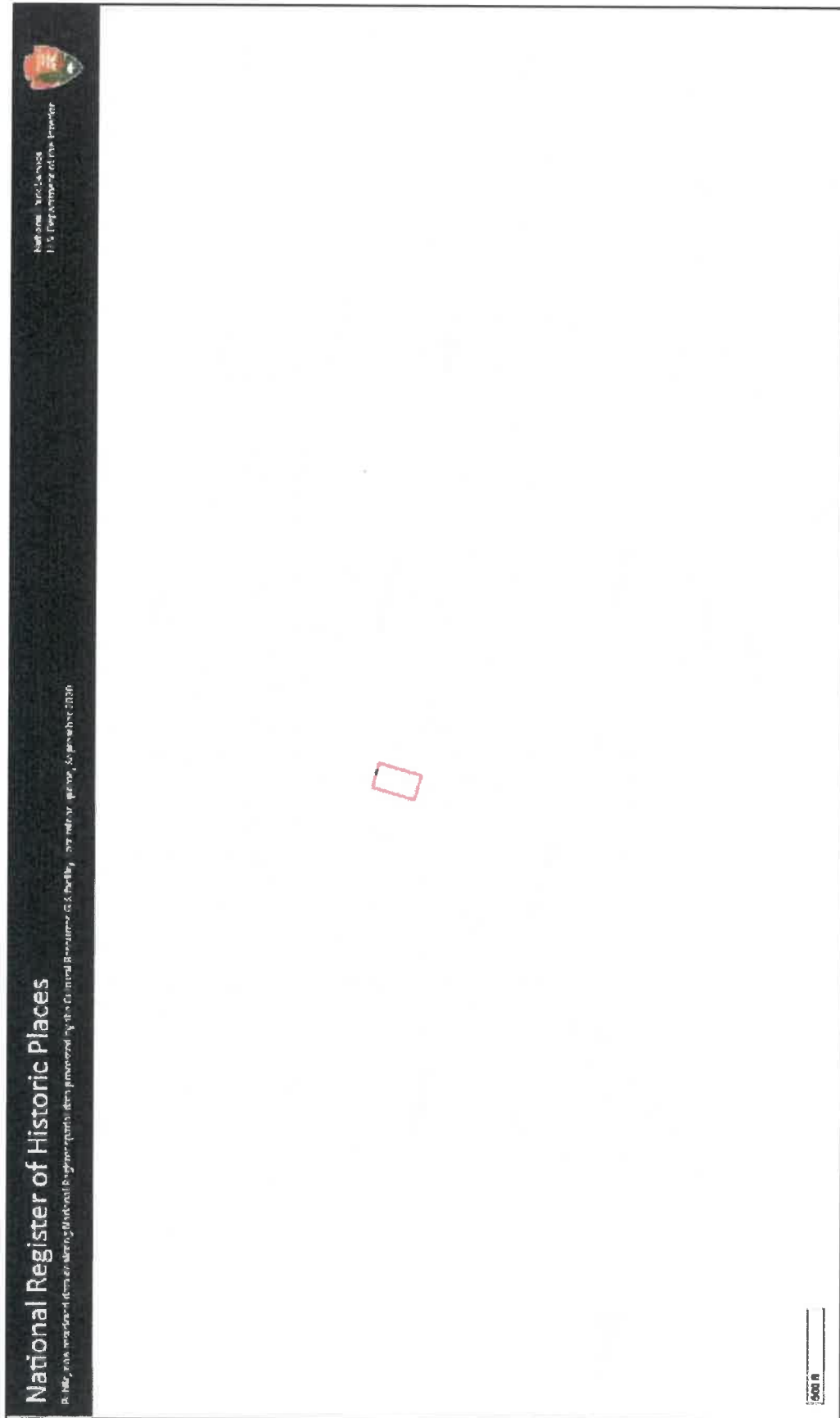


Figure 7

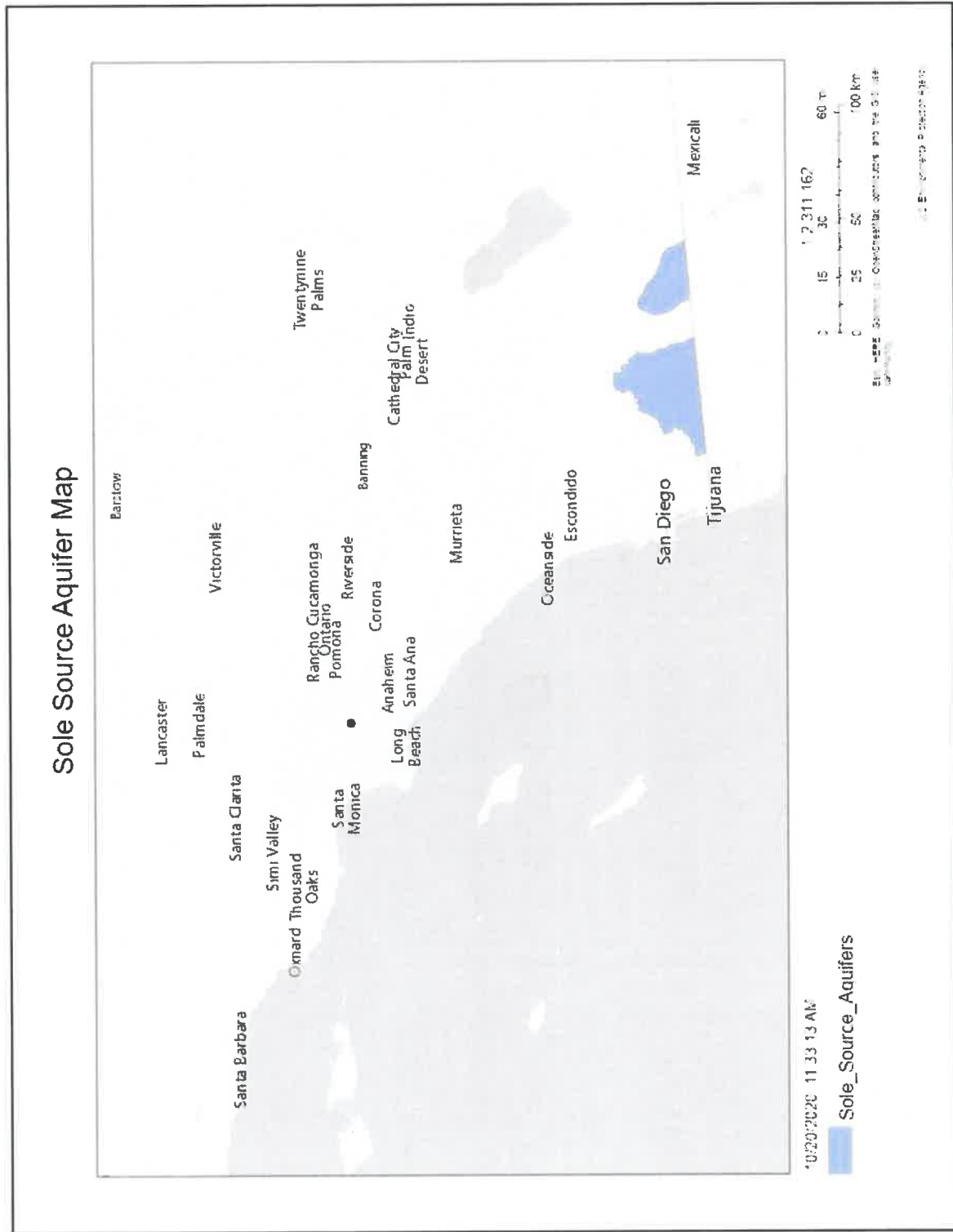


Figure 8

115 S TAYLOR AVE MONTEBELLO CA: WETLANDS PROTECTION

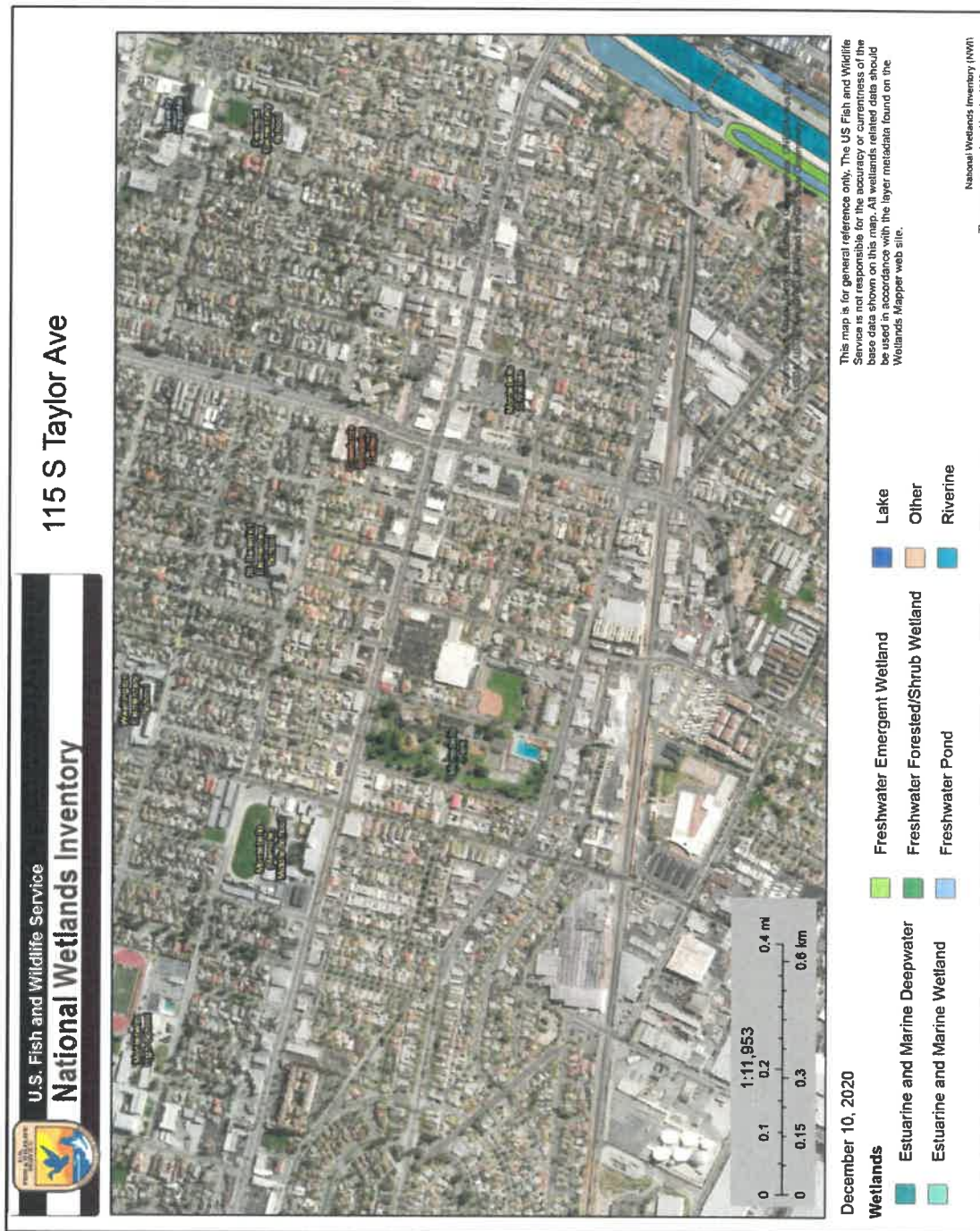


Figure 9

115 S TAYLOR AVE MONTEBELLO CA: WILD AND SCENIC RIVERS



115 S TAYLOR AVE MONTEBELLO CA: ENVIRONMENTAL JUSTICE

115 S Taylor Ave. Montebello CA



December 10, 2020

SB 535 Disadvantaged Communities (June 2018 Update)

1:18,056

0 0.17 0.35 0.7 mi

0 0.3 0.6 1.2 km

County of Los Angeles, Bureau of Land Management, Esri, HERE
Garmin, INCREMENT P, USGS, METANASA, EPA, USDA

Figure 11

Attachment 1

Endangered Species

Endangered Species Act of 1973,
particularly section 7; 50 CFR Part 402



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Carlsbad Fish And Wildlife Office
2177 Salk Avenue - Suite 250
Carlsbad, CA 92008-7385
Phone: (760) 431-9440 Fax: (760) 431-5901
<http://www.fws.gov/carlsbad/>



In Reply Refer To:

December 10, 2020

Consultation Code: 08ECAR00-2021-SLI-0358

Event Code: 08ECAR00-2021-E-00805

Project Name: Montebello Senior Center Improvements

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, and proposed species, designated critical habitat, and candidate species that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Carlsbad Fish And Wildlife Office

2177 Salk Avenue - Suite 250

Carlsbad, CA 92008-7385

(760) 431-9440

Project Summary

Consultation Code: 08ECAR00-2021-SLI-0358

Event Code: 08ECAR00-2021-E-00805

Project Name: Montebello Senior Center Improvements

Project Type: ** OTHER **

Project Description: 115 S. Taylor Ave
Montebello, CA

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/34.01032789117956N118.11430443673893W>



Counties: Los Angeles, CA

Endangered Species Act Species

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Birds

NAME	STATUS
Coastal California Gnatcatcher <i>Poliophtila californica californica</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8178	Threatened
Least Bell's Vireo <i>Vireo bellii pusillus</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5945	Endangered

Flowering Plants

NAME	STATUS
Nevin's Barberry <i>Berberis nevinii</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/8025	Endangered

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

Attachment 2

Farmlands Protection

Farmland Protection Policy Act of 1981,
particularly sections 1504(b) and
1541; 7 CFR Part 658

Farmland Classification—Los Angeles County, California, Southeastern Part (115 S. Taylor Ave)



Map Scale: 1:5,810 if print, ad on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

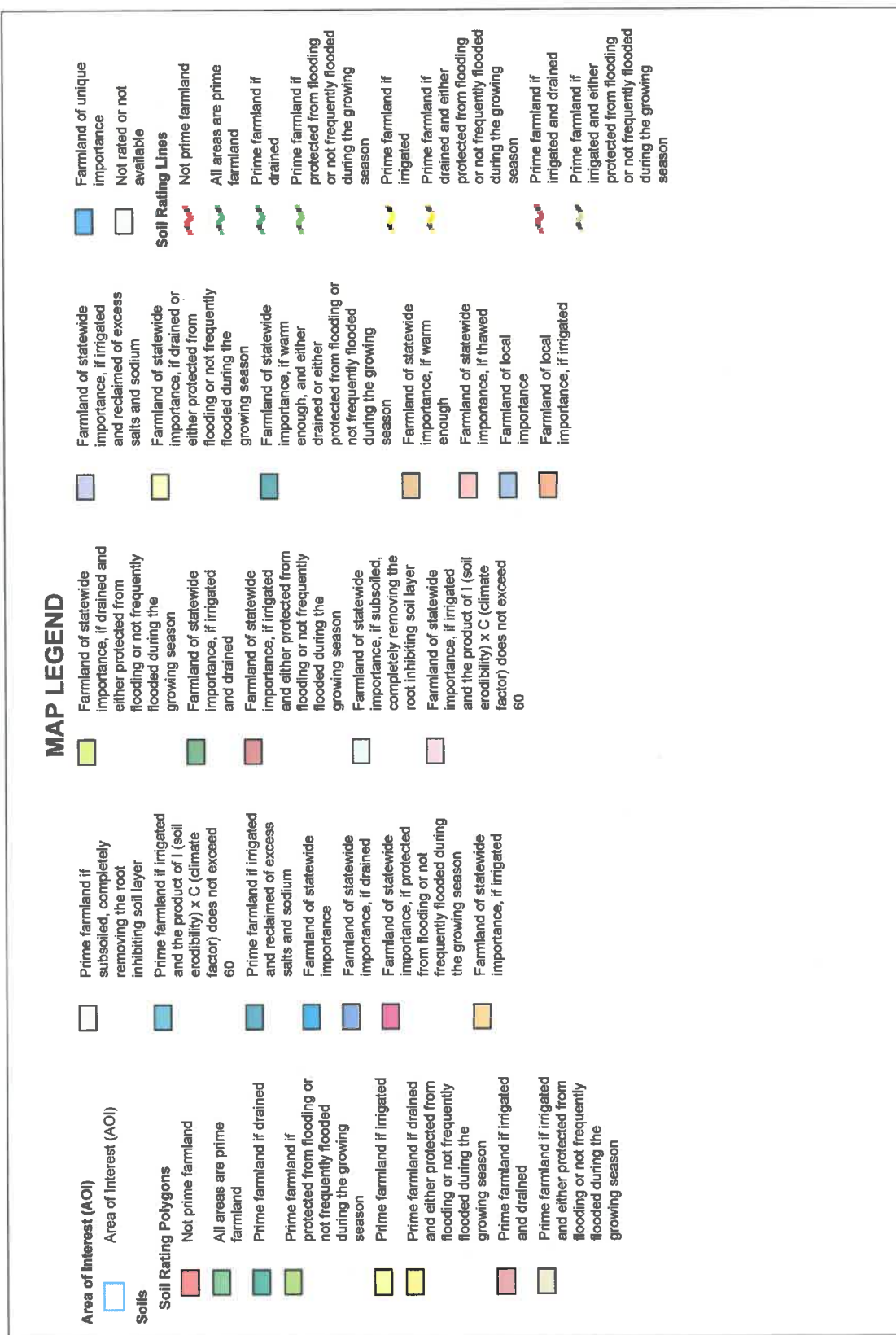


**Natural Resources
Conservation Service**

**Web Soil Survey
National Cooperative Soil Survey**

12/10/2020
Page 1 of 5

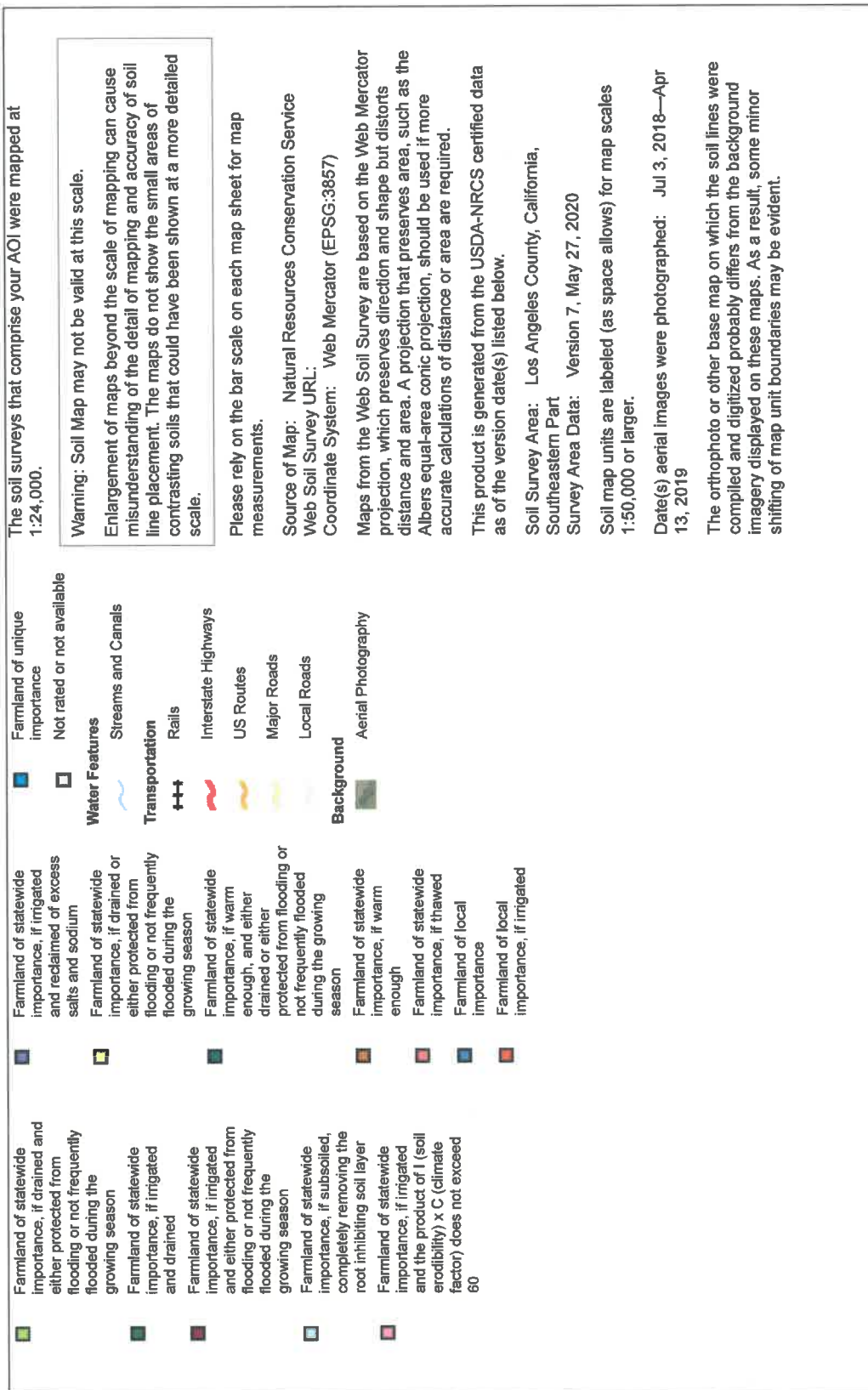
Farmland Classification—Los Angeles County, California, Southeastern Part
(115 S. Taylor Ave)



Farmland Classification—Los Angeles County, California, Southeastern Part
(115 S. Taylor Ave)

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season		Not prime farmland		Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		All areas are prime farmland		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough		Prime farmland if drained		Farmland of statewide importance
	Farmland of statewide importance, if drained		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Prime farmland if irrigated		Farmland of statewide importance, if drained
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed		Prime farmland if irrigated and drained		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
	Farmland of statewide importance, if irrigated				Farmland of local importance		Prime farmland if irrigated and drained		Farmland of statewide importance, if irrigated

Farmland Classification—Los Angeles County, California, Southeastern Part (115 S. Taylor Ave)



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
1138	Urban land-Azuviná-Montebello complex, 0 to 5 percent slopes	Prime farmland if irrigated	170.0	100.0%
Totals for Area of Interest			170.0	100.0%

Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower



Attachment 3

Section 106

National Historic Preservation Act of 1966,
particularly section 106

SHPO



City of Montebello

December 10, 2020

Julianne Polanco, State Historic Preservation Officer
State Office of Historic Preservation
Post Office Box 942896
Sacramento, CA 94296-0001

Re: City of Montebello
Montebello Senior Center Improvements

Dear Ms. Polanco:

In accordance with Section 106 of the National Historic Preservation Act and its implementing regulations, 36 CFR Part 800, we are providing information for your review and concurrence regarding the above-referenced project.

Based on our research of the database of property on the California State office of Historic Preservation and National Register of Historic Places on their respective websites we have made a finding of "No Historic Properties Affected" pursuant to 36 CFR 800.4(d)(1).

Project Address and Location

115 S. Taylor Avenue
Montebello, CA 90640

The existing property is in the southwestern area of the San Gabriel Valley, and approximately 8 miles east of downtown Los Angeles. The project area is in the Multi-Family Residential (R-3) Zoning District in the City of Montebello.

Project Scope

The project consists of interior rehabilitation of an existing public facility. The Montebello Senior Center Improvements project will consist of upgrading lighting, flooring, storage, restrooms, office space and ADA upgrades within the center including, senior center entrance, and drinking fountains. All improvements will be made indoors.

Area of Potential Effects

The Area of Potential Effects (APE) for this project includes the subject parcel. The project site has not been disturbed or excavated. The adjacent parcels are developed.

Project Map

Please see the attached enclosure for a map of the project.

Identification of Historic Properties

There are no properties in the project areas that are listed in the National Register of Historic Places and the project is not located in a historical district.

Tribal Consultation

The project does not include any activity that have the potential to affect historic properties of religious and cultural significance. Please see the attached When to Consult with Tribes Under Section 106 Checklist.

Thank you for your review of our proposed project. If you have any questions or need additional information, please call me at 909-979-6587.

Sincerely,



Norma Lopez
Program Coordinator

Enclosures:

1. Project Area Map
2. Map of Historical Sites
3. When to Consult with Tribes Checklist

115 S TAYLOR AVE MONTEBELLO CA: PROJECT LOCATION

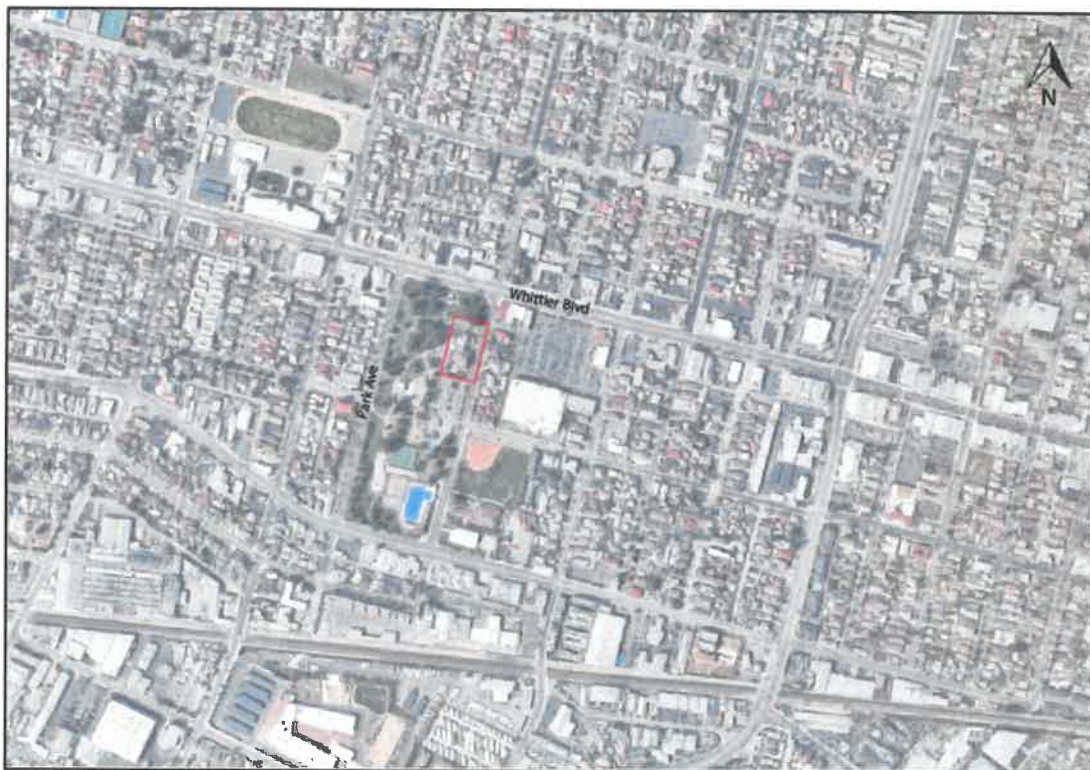
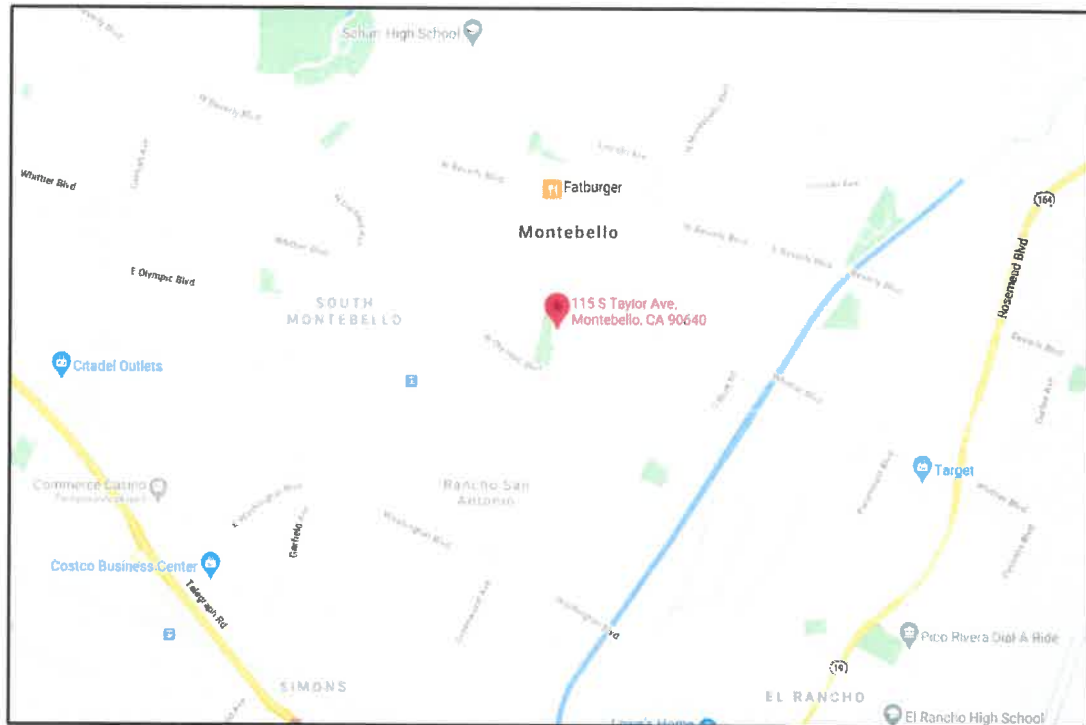


Figure 1

115 S TAYLOR AVE MONTEBELLO CA: HISTORIC PRESERVATION

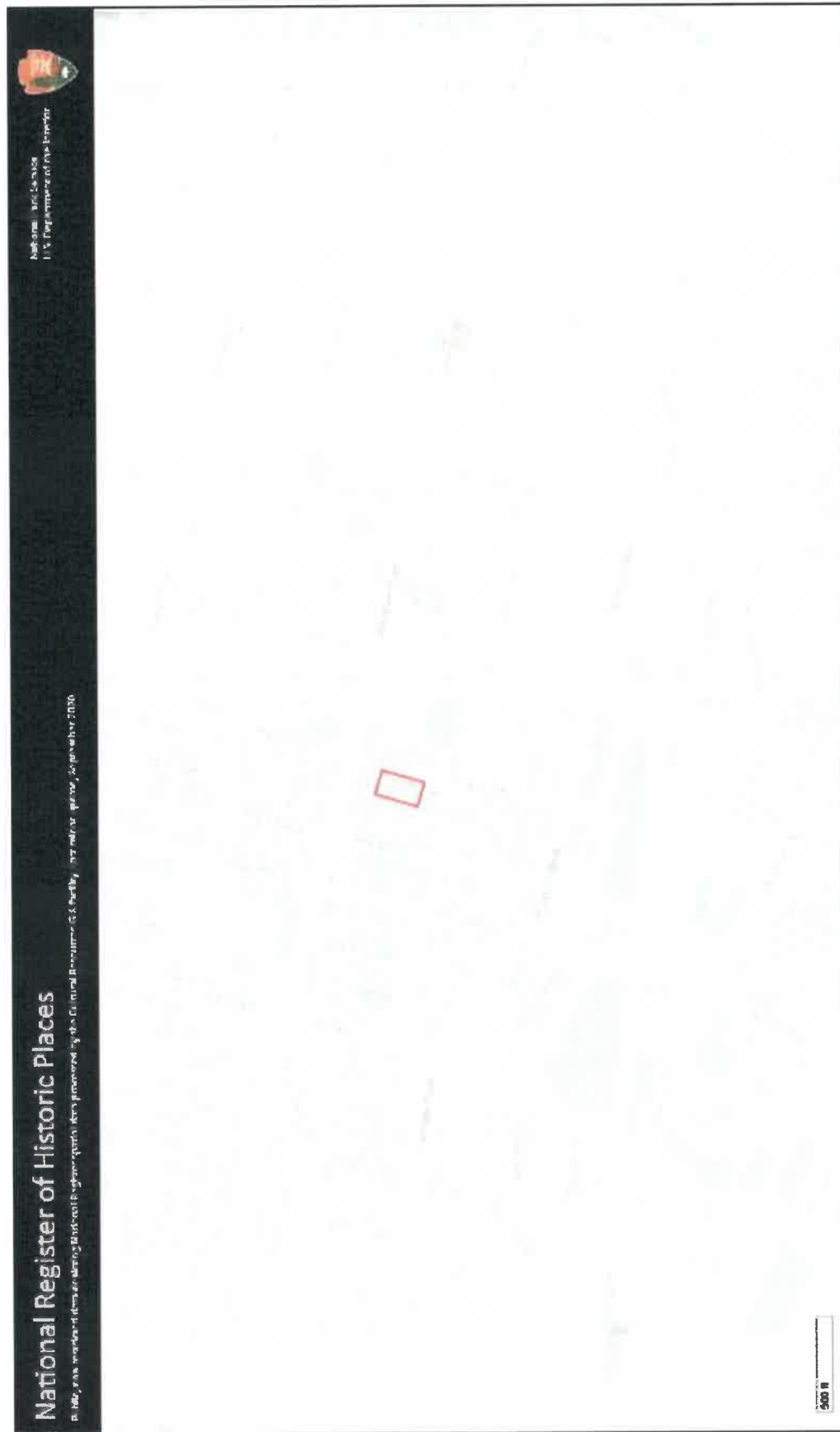


Figure 2

When To Consult With Tribes Under Section 106

Section 106 requires consultation with federally-recognized Indian tribes when a project may affect a historic property of religious and cultural significance to the tribe. Historic properties of religious and cultural significance include: archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, traditional cultural places, traditional cultural landscapes, plant and animal communities, and buildings and structures with significant tribal association. The types of activities that may affect historic properties of religious and cultural significance include: ground disturbance (digging), new construction in undeveloped natural areas, introduction of incongruent visual, audible, or atmospheric changes, work on a building with significant tribal association, and transfer, lease or sale of properties of the types listed above.

If a project includes any of the types of activities below, invite tribes to consult:

- ☐ **significant ground disturbance (digging)**
Examples: new sewer lines, utility lines (above and below ground), foundations, footings, grading, access roads
- ☐ **new construction in undeveloped natural areas**
Examples: industrial-scale energy facilities, transmission lines, pipelines, or new recreational facilities, in undeveloped natural areas like mountaintops, canyons, islands, forests, native grasslands, etc., and housing, commercial, and industrial facilities in such areas
- ☐ **incongruent visual changes**
Examples: construction of a focal point that is out of character with the surrounding natural area, impairment of the vista or viewshed from an observation point in the natural landscape, or impairment of the recognized historic scenic qualities of an area
- ☐ **incongruent audible changes**
Examples: increase in noise levels above an acceptable standard in areas known for their quiet, contemplative experience
- ☐ **incongruent atmospheric changes**
Examples: introduction of lights that create skyglow in an area with a dark night sky
- ☐ **work on a building with significant tribal association**
Examples: rehabilitation, demolition or removal of a surviving ancient tribal structure or village, or a building or structure that there is reason to believe was the location of a significant tribal event, home of an important person, or that served as a tribal school or community hall
- ☐ **transfer, lease or sale of a historic property of religious and cultural significance**
Example: transfer, lease or sale of properties that contain archeological sites, burial grounds, sacred landscapes or features, ceremonial areas, plant and animal communities, or buildings and structures with significant tribal association
- ☒ **None of the above apply**

115 S. Tyler Ave, Montebello CA 90640
Project

Norma Lopez
Reviewed By

12/01/2020
Date

Montebello Senior Center Site Photos:







**DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION**

Armando Quintero, Director

Julianne Polanco, State Historic Preservation Officer
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100
Telephone: (916) 445-7000 FAX: (916) 445-7053
calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

January 4, 2021
[VIA EMAIL]

Refer to HUD_2020_1211_001

Ms. Norma Lopez
Program Coordinator
City of Montebello
1600 West Beverley Boulevard
Montebello, CA 90640-3932

Re: City of Montebello Senior Center Rehabilitation Project at 115 South Taylor Avenue,
Montebello, CA

Dear Ms. Lopez:

The California State Historic Preservation Officer received the consultation submittal for the above referenced undertaking for our review and comment pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations found at 36 CFR Part 800. The regulations and advisory materials are located at www.achp.gov.

Pursuant to 36 CFR §800.4(d) we do not object to the City of Montebello's finding that no historic properties will be affected by the senior center rehabilitation project located at 115 South Taylor Avenue. The City may have additional Section 106 responsibilities under certain circumstances set forth at 36 CFR Part 800. For example, in the event that historic properties are discovered during implementation of the undertaking, your agency is required to consult further pursuant to §800.13(b).

We appreciate the City of Montebello's consideration of historic properties in the project planning process. If you have questions please contact Shannon Lauchner Pries, Historian II, with the Local Government & Environmental Compliance Unit at (916)445-7013 or by email at shannon.pries@parks.ca.gov.

Note that we are only sending this letter in electronic format. Please confirm receipt of this letter. If you would like a hard copy mailed to you, respond to this email to request a hard copy be mailed.

Sincerely,

Julianne Polanco
State Historic Preservation Officer



ITEM # 23

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 25-36, APPROVING THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT AUTHORITY (GWMA) AMENDED AND RESTATED JOINT EXERCISE OF POWER AUTHORITY AGREEMENT**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-36, approving the Amended and Restated Joint Exercise of Powers Authority Agreement, as presented; and
2. Authorize the City Manager to execute the Amended and Restated Joint Exercise of Powers Authority Agreement; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Annual dues will continue to be assessed and approved by a super-majority vote of the Los Angeles Gateway Region Integrated Regional Water Management Authority (GWMA) Board to support the ongoing work of the GWMA. As such, a defined budget for the City of Montebello's membership in the GWMA cannot be specified at this time.

BACKGROUND/DISCUSSION:

The Gateway Water Management Authority was formed in 2007 to address water supply reliability, water quality, stormwater, and flood control in the Gateway Region of Los Angeles County. With a population of more than 2 million people, GWMA members have successfully worked together to develop regional projects, and seek and receive local, state and/or federal funds to support those projects.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

Page 2 of 3

GWMA members are made up of Gateway cities and water agencies that represent distinctive hydrogeological, topographic, demographic, political, and economic elements. Membership in the GWMA has proven to successfully communicate the Gateway region's needs with a single voice increasing opportunities for project and funding partners.

Since its inception, GWMA's membership has increased and GWMA's role has evolved significantly. Currently, membership has grown to 28 cities and water agencies. With that growth, GWMA has been able to respond to the changing water conditions and challenges in Southern California. In addition to developing regional projects and seeking grant funds to support them, GWMA continues its critical role as part of the Greater Los Angeles County Integrated Regional Water Management ensuring that the Gateway region's voice is always heard. Further, GWMA's added role since 2012 has been to facilitate and administratively support watershed stormwater compliance programs under the MS4 Permit for the Lower Los Angeles River, Lower San Gabriel River, Los Cerritos Channel and several other regional groups of cities working together to comply with the MS4 Permit for monitoring/reporting harbor stormwater flows.

In 2024, GWMA staff and legal counsel provided several updates regarding the proposed modifications to the joint powers authority (JPA) Agreement. These changes include: board member terms and allowing for up to three alternates; updating the list of member cities/agencies; defining a super-majority vote for certain board actions; and no longer requiring a lead agency to be appointed to conduct the financial/contractual affairs of GWMA (which has been done in-house since 2014).

On January 14, 2025, City of Montebello staff received the draft Amended and Restated JPA Agreement for review and comment. Legal Counsel was also requested to review the document. Comments were due to GWMA staff by March 14, 2025.

On April 10th, GWMA staff presented the revised draft agreement to the GWMA Board, showing the incorporated members' comments on the JPA Agreement. After discussion, the GWMA Board approved the Amended and Restated JPA Agreement by a super-majority vote which is presented herein.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

City staff recommends the adoption of Resolution No. 25-36 approving the Los Angeles Gateway Region Integrated Regional Water Management Authority (GWMA) Amended and Restated Joint Exercise of Power Authority Agreement.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-36 Adopting Amended and Restated GWMA JPA Agreement
2. Attachment B - Amended and Restated GWMA JPA Agreement
3. Attachment C - GWMA 2007 JOINT POWERS AUTHORITY AGREEMENT

RESOLUTION NO. 25-36

**A RESOLUTION OF CITY OF MONTEBELLO APPROVING
THE AMENDED AND RESTATED JOINT EXERCISE OF
POWERS AGREEMENT FOR THE LOS ANGELES
GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT AUTHORITY**

WHEREAS, the City of Montebello (the “Agency”) is a “local agency,” as defined in the Integrated Regional Water Management Planning Act, California Water Code Section 10530, et seq. (“IRWMPA”); and

WHEREAS, the Agency is a permittees under the “Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties,” NPDES Permit No. CAS004004 (“MS4 Permit”), as amended from time to time by the California Regional Water Quality Control Board, Los Angeles Region.

WHEREAS, the Agency is a “public agency,” as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and is authorized to enter into an agreement to exercise powers common to the member public agencies.

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management Authority (“GWMA”) was established to operate as a “regional water management group,” as defined in and authorized by the IRWMPA, in order to (a) implement a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Gateway Region and (b) perform other regional responsibilities for water development and management.

WHEREAS, through the GWMA, participating agencies also cooperate with each other to implement certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, and to perform such other responsibilities for water quality.

WHEREAS, on April 10, 2025, the GWMA Board adopted, by a super-majority vote, a proposed amendment to the GWMA’s Joint Exercise of Powers Agreement (the “Amended and Restated Agreement”) to, among other things, update the purposes of the GWMA relating to the MS4 Permit and to make other changes intended to modernize the governance of the GWMA.

WHEREAS, the proposed Amended and Restated Agreement will take effect upon adoption by a super-majority of the legislative bodies of the GWMA’s members.

WHEREAS, the Agency’s legislative body desires to continue participating in the GWMA and to adopt the Amended and Restated Agreement.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Montebello as follows:

SECTION 1. The City Council of the City of Montebello hereby approves the “Amended and Restated Joint Exercise of Powers Agreement for the “Fifth Amended and Restated Joint Exercise of Powers Agreement for the Los Angeles Gateway Region Integrated Regional Water Management Authority,” attached hereto as Exhibit “A” to this Resolution.

SECTION 2. The City Council of the City of Montebello authorizes the City Manager to execute the Amended and Restated Agreement approved in Section 1.

SECTION 3. The Clerk shall certify to the adoption of this Resolution and shall forward a copy of it to the GWMA.

APPROVED AND ADOPTED this 28th day of May 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
 SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-36 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 14th day of May 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

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT AUTHORITY

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of April 10, 2025, is entered into by and between the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, and Whittier, the Central Basin Municipal Water District, the Long Beach Public Utilities Department (acting through its Board of Public Utilities Commissioners), and the Water Replenishment District of Southern California, all of which are public agencies and/or municipal corporations. Each of the foregoing are sometimes referred to herein as “Member”, or collectively as “Members.”

RECITALS

(i) In 2007, the cities of Cerritos, Downey, Lakewood, Long Beach, Norwalk, Paramount, Santa Fe Springs, Signal Hill, and South Gate initially entered into a Joint Exercise of Powers Agreement (“Original Agreement”) and created the Los Angeles Gateway Region Integrated Regional Water Management Authority (“GWMA”). Since its creation, additional Members, as listed above in the preamble, have been added to the GWMA pursuant to the provisions of the Original Agreement.

(ii) Each Member is a “public agency,” as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and all are authorized to enter into this Agreement in order to exercise powers common to these public agencies.

(iii) This Agreement creates a public entity, separate from its Members, that is capable of carrying out the purposes of this Agreement.

(iv) Each Member is a “local agency,” as defined in the Integrated Regional Water Management Planning Act, California Water Code Section 10530, et seq. (“IRWMPA”). As of the effective date of this Agreement, all Members function within the County of Los Angeles.

(v) It remains the intent of the Members in entering into this Agreement to operate as a “regional water management group,” as defined in and authorized by the IRWMPA, in order to (a) implement a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Members’ jurisdictional areas (collectively, “Gateway Region”) and (b) perform other regional responsibilities for water development and management, as described herein.

(vi) All of the cities which are Members are permittees under the “Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties,” NPDES Permit No. CAS004004 (“MS4 Permit”), as amended from time to time by the California Regional Water Quality Control Board, Los Angeles Region.

(vii) The Members desire to amend and restate the Original Agreement in order to further state their intent to cooperate with each other to implement certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, and to perform such other responsibilities for water quality, as described herein.

(viii) The Members acknowledge that the GWMA may contract and cooperate with other regional water management groups and agencies to develop, administer, update, and implement, an Integrated Water Management Plan for the Greater Los Angeles County area.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Purposes. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the exercise of powers common to the Members. The purpose of this Agreement is to jointly exercise the powers set forth herein as to the Gateway Region, and, acting as a “regional water management group,” to jointly prepare, contract for the preparation and implementation of, and/or adopt a “regional plan” for the management of water resources, and for implementation and operation of “qualified projects or programs,” and/or the preparation of “qualified reports and studies,” as those quoted terms are defined in the IRWMPA. In accordance with the IRWMPA, the regional water resources management plan may more specifically address any of the matters set forth and more fully described in California Water Code Section 10540(c) including, but not limited to, the following: ground water management planning; urban water management planning; the preparation of a water supply assessment; the planning, construction or modification of a flood management project; the planning, construction or modification of a water recycling project; the planning, construction or modification of a domestic water supply facility to meet safe drinking water standards; the planning, construction or modification of a drainage water management unit, and/or the implementation of a water conservation program. In addition, the purpose of this Agreement is to implement and from time to time revise certain portions of the Watershed Management Programs and Coordinated Integrated Monitoring Programs, as those programs are described in the MS4 Permit, that have been developed by the Members and to perform such other responsibilities to promote water quality within the Gateway Region. Notwithstanding the citation of specific legal authority for the foregoing, the Authority may exercise any other statutory authority which may now exist or be subsequently enacted to deal with ground water, storm water, water recharge, water recycling, water supply, water storage, water treatment, water drainage, water conservation or any related urban water management subject within the purview of local or regional water agencies and MS4 operators.

3. Establishment. Pursuant to the Joint Exercise of Powers Act, the Original Agreement established a Joint Powers Authority which is a regional water management group and a public entity separate from the parties to this Agreement. The name of the entity is the “Los Angeles Gateway Region Integrated Regional Water Management Authority” and may be referred to as the “Gateway Water Management Authority.” The GWMA shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This amended and restated Agreement is effective as of the latest date by which a super-majority of the Members, acting through their legislative bodies, adopt resolutions approving this amended and restated Agreement and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the GWMA have been satisfied and all assets of the GWMA have been distributed. A super-majority for purposes of this Section 4 shall mean the affirmative vote of two-thirds (2/3) of the Members.

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the GWMA shall be restricted in the exercise of its powers to the same extent as the City of Long Beach is restricted in its exercise of powers hereunder; provided that, if the City of Long Beach ceases to be a Member, then the GWMA shall be restricted in its exercise of powers to the same extent as the City of Downey is restricted in its exercise of powers hereunder; in that the aforesaid cities are charter cities with statutory authority over a water supply.

6. Governing Board. The governing body of the GWMA is the Governing Board which is comprised of one representative from each Member, but such representative need not be a member of the legislative body of such public agency if approved by resolution of the legislative body of the Member. The Governing Board shall oversee the activities of the GWMA and shall act consistent with and in furtherance of the purposes of this Agreement and the GWMA.

(a) Appointment. The legislative body of each of the Member shall appoint one member of the Governing Board and may appoint up to three alternate Board members. If neither the Governing Board member nor the Member's alternate(s) can attend a scheduled meeting, one time per year the chief executive (e.g., city manager) or the assistant chief executive of such Member may designate in writing a representative for that meeting who may attend and participate in that meeting as if he or she was a Governing Board member.

(b) Term of Members. Each member and alternate member of the Governing Board serves until removed by the applicable Member's legislative body. Board members and alternates may be removed at any time by the appointing Member's legislative body. Vacancies shall be filled in the same manner as the original appointment.

(c) Compensation. Governing Board members receive no compensation for attending required meetings.

(d) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the Governing Board member for the meeting so attended. Actions taken by the Governing Board shall require a majority or super-majority vote as provided below in Section (e).

(e) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of two-thirds (2/3) of the Governing Board members present.

(f) Responsibilities. The Governing Board will:

- (1) Determine general policy for GWMA activities.
- (2) Act on behalf of all Members in adopting strategies to pursue the purposes of the GWMA and implement such strategies.
- (3) Approve a budget to expend funds necessary to exercise the powers and achieve the purposes of the GWMA, as set forth in this Agreement, and as otherwise provided by law. A super-majority vote shall be required to adopt a budget or assess the contribution of costs or to purchase or long-term lease any real property.
- (4) Ensure that projects and programs that are undertaken are in the best interest of the residents served by the GWMA.
- (5) Authorize expenditures of funds in accordance with budget and any purchasing procedures adopted by the Governing Board.
- (6) Share costs equally among the Members, except as otherwise provided herein.
- (7) Approve or deny applications from local public agencies for admission to the GWMA or expel a member from the GWMA.
- (8) Adopt by-laws, rules and regulations governing operations of the GWMA.
- (9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*).

(g) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California Government Code Section 54950, or any successor provision thereto. It shall hold at least one (1) regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings shall be held at such location as the Governing Board may determine by Resolution. Minutes shall be kept of all meetings of the GWMA and shall be provided to the Members and made available to the public. Meetings shall be conducted in accordance with rules of procedure adopted by the Governing Board (the most current edition of "Roberts Rules of Order" as of the effective date of this Agreement). Except as specifically provided elsewhere in this Agreement, any rule of procedure affecting the order of business may be suspended with the approval of a majority of Board members then voting.

7. Organization.

(a) Officers. The Governing Board shall elect a chair, a vice-chair, treasurer and/or such other officers as the Board shall find appropriate. The Governing Board shall also appoint a secretary, who need not be a member of the Governing Board. Each officer shall serve at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the GWMA shall be executed by the Chair or the Executive Officer, and attested to by the Secretary and approved as to form by GWMA's legal counsel or other appropriate officer.

(b) Employees. The Governing Board may appoint an Executive Officer, controller, clerk, legal counsel or other employees as it deems appropriate and may establish the duties and compensation of such employees. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the GWMA directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Governing Board shall appoint a qualified person to act as the Auditor, who need not be a member of the Governing Board. GWMA shall cause an independent annual audit of the GWMA's finances to be made by a certified public accountant in compliance with California Government Code Section 6505. The Treasurer of the GWMA shall be the depositor and shall have custody of all money of the GWMA received from whatever source. The Auditor of the GWMA shall draw warrants to pay demands against the GWMA when the demands have been approved by the GWMA by its authorized representative pursuant to any delegation of authority by the GWMA. The Treasurer and Auditor shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act. The Governing Board may transfer the responsibilities of Treasurer and/or Auditor to any person or entity as may then be authorized by law.

(d) Consultants. The GWMA is authorized to enter into contracts and pay consultants pursuant to the GWMA's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including the provision of professional, financial, legal, administrative, technical or other services. A consultant may be designated as an officer, including the Executive Officer, of the GWMA.

(e) Lead Agency. The Governing Board may, but is not required to, select from the Members, a Lead Agency for the GWMA. In such case, the Director of Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the GWMA, pursuant to California Government Code Section 6505.6. Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the GWMA and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. If a lead agency is selected, by majority vote the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the GWMA.

(f) Property of the GWMA. Pursuant to California Government Code Section 6505.6, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Treasurer, to receive, deposit, invest, and disburse the money of the GWMA pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Powers and Functions as a Regional Water Management Entity. Subject to the limitations set forth herein, the GWMA, acting through its Governing Board, shall have any and all powers commonly held by the Members, necessary or appropriate to fulfill the purposes set forth in Section 2, above, and to implement the agreed upon provisions of the MS4 Permit on behalf of the Members and to otherwise perform the functions and exercise the powers of a regional water management group pursuant to applicable law.

9. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the GWMA shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

- (a) To exercise the common powers of its Members;
- (b) To make and enter into contracts;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;
- (e) To acquire, hold or dispose of real or personal property;
- (f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;
- (g) To sue and be sued in its own name;
- (h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;
- (i) To obtain insurance for the GWMA and contract for risk management services;
- (j) To invest money of the GWMA in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;
- (k) To prepare and support legislation related to the purposes of this Agreement;
- (l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the GWMA; and
- (m) To exercise all other powers necessary and proper to carry out the provisions of this Agreement.

10. Limitations. The GWMA shall not have the power of eminent domain.

11. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the GWMA which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services. Contracts over \$100,000 shall require a super-majority vote of the Governing Board to approve. Contributions may be assessed against Members on an equal basis, or upon such other basis as may be determined by the Governing Board. Within thirty (30) days of such an assessment by the Governing Board becoming effective, each Member,

shall make the required contribution, provided that any Member not wishing to make such contribution may, in the alternative, withdraw from the GWMA within said period by adopting a resolution of withdrawal by its legislative body and otherwise complying with Section 15.

12. Eligibility for Membership and Admission. Any local public agency that is a member of the Gateway Cities Council of Governments, or that has statutory authority over a water supply with the Gateway Cities Region, may apply to become a member of the GWMA pursuant to an action taken by the legislative body of such public agency and may become a Member upon a super-majority vote of the Governing Board and execution of this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a payment of any costs incurred by the GWMA to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency has joined the GWMA.

13. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the GWMA and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The Auditor shall either prepare or contract with a certified public accountant to prepare an annual audit of the GWMA's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within twelve (12) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the GWMA, as specified in the Joint Exercise of Powers Act, shall be followed.

14. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein or by applicable law, no Member shall be individually responsible for any of the debts, liabilities or obligations of the GWMA, and all such debts, liabilities and obligations shall exclusively be those of the GWMA.

(a) Indemnification.

(1) Each Member agrees to indemnify, defend and hold the GWMA and all other Members, and employees, officers and agents of the GWMA, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The GWMA shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation,

operation, functioning, decisions, or actions of the GWMA or the GWMA's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the GWMA to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member public agency indemnifies and holds harmless each other party and the GWMA, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member public agency or the GWMA solely by virtue of Government Code Section 895.2.

(c) Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Board may approve the expenditure of GWMA funds to defend, indemnify and hold the GWMA, members of the Governing Board, and/or any employee or agent of the GWMA, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the GWMA.

(d) Self-Insure. The GWMA may self-insure or purchase insurance, and/or-, require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially hereunder.

15. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the GWMA by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than one hundred twenty (120) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts which the GWMA has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

16. Effect of Termination. Upon termination of this Agreement by the GWMA, all of the existing assets shall be divided and distributed for public purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the GWMA. This Agreement may not be terminated so long as the GWMA has any outstanding contractual obligations or other indebtedness.

17. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service, addressed as follows:

To Member public agencies at each Member public agency's official business address, personally addressed to that agency's Governing Board member;

To the GWMA at 16401 Paramount Boulevard, Paramount, California 90723. This address shall be the GWMA's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

18. Amendment. Except for amendments that change the GWMA's powers, duties, indemnification requirements, or financial responsibilities, this Agreement may be amended by a super-majority vote of the Governing Board. Otherwise, this Agreement may be amended by a majority vote of the Governing Board and by a majority vote of the Members acting by resolution of their legislative bodies.

19. Legal Actions.

(a) Remedies. The GWMA is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the GWMA, service of process on the GWMA shall be made by personal service upon the Executive Officer or Secretary of the GWMA, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

20. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the GWMA of any agency of the GWMA, this Agreement shall be

liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

21. Conflicts of Interest. No officers, official, or employee of the GWMA shall have any financial interest, direct or indirect, in the GWMA nor shall any such person participate in any decision relating to the GWMA which affects his or her financial interests, in violation of any State law or regulation.

22. Books and Records. All books, records, accounts, and documents of the GWMA shall be available at any reasonable time to the Directors and, to the extent provided by the California Public Records Act (Government Code Section 7920.000, *et seq.*) shall be public records. This Section does not authorize the release of any confidential records which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

23. Principal Office. The principal office of the GWMA shall be that of the office of the Executive Officer or as from time to time designated by the Board.

24. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

25. Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

26. Filing with Secretary of State. The Executive Officer of the Governing Board is directed to file with the office of the California Secretary of State and State Controller a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Sections 6503.5 and 6503.6 and shall file all other official notices as may be required by law.

27. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and amends, replaces, and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

(signature)
Name: _____
Title: _____
City/Agency Name: _____

ATTEST BY:

APPROVED AS TO FORM BY:

(signature)
Name: _____
Title: _____

(signature)
Name: _____
Title: _____

2007 JPA AGREEMENT**THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT AUTHORITY**

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") dated for reference as of [2007] is entered into by and between the Los Angeles Gateway Region Integrated Regional Water Management Authority and the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin MWD, Long Beach Water Department, Port of Long Beach, and the Water Replenishment District, all of which are municipal corporations. Each of the foregoing are sometimes referred to herein as 'Members', or collectively as "Members."

RECITALS

(i) Each party to this Agreement is a "local public agency", as defined in the Integrated Regional Water Management Planning Act of 2002, California Water Code Section 10530, et seq. ("IRWMPA"). As of the effective date of this Agreement, all Members function within the County of Los Angeles.

(ii) Each Member is a "public agency", as defined in the Joint Exercise of Powers Act, California Government Code Section 6500, et seq., and all are authorized to enter into this Joint Exercise of Powers Agreement in order to exercise powers common to these public agencies.

(iii) It is the intent of the Members in entering into this Agreement to create a "regional water management group", as defined in and authorized by the IRWMPA, in order to create a regional water resources management plan that will protect and enhance regional water supplies, and to otherwise further the purposes of the IRWMPA, with respect to the Members' jurisdictional areas (collectively, "Gateway Region") and can also perform other regional responsibilities for water development and management, as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions and covenants contained herein, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above, are hereby incorporated by reference and made a part of this Agreement.

2. Purposes. This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the exercise of powers common to the Members. The purpose of this Agreement is to jointly exercise the powers set forth herein as to the Gateway Region, and, acting as a "regional water management group", to jointly prepare and/or adopt a "regional plan" for the management of water resources, and for implementation and operation of "qualified projects or programs", and/or the preparation of "qualified reports and studies", as those quoted terms are defined in the IRWMPA. In accordance with the

IRWMPA, the regional water resources management plan may more specifically address any of the matters set forth and more fully described in California Water Code Section 10540(c) including, but not limited to, the following: ground water management planning; urban water management planning; the preparation of a water supply assessment; the planning, construction or modification of a flood management project; the planning, construction or modification of a water recycling project; the planning, construction or modification of a domestic water supply facility to meet safe drinking water standards; the planning, construction or modification of a drainage water management unit, and/or the implementation of a water conservation program . Notwithstanding the citation of specific legal authority for the foregoing, the Joint Powers Authority may exercise any other statutory authority which may now exist or be subsequently enacted to deal with ground water, storm water, water recharge, water recycling, water supply, water drainage, water conservation or any related urban water management subject within the purview of local or regional water agencies.

3. Establishment. Pursuant to the Joint Exercise of Powers Act (Government Code Sections 6600, *et. seq.*), there is hereby established a Joint Powers Authority which shall be a regional water management group and a public entity separate from the parties to this Agreement. The name of such entity shall be the Los Angeles Gateway Region Integrated Regional Water Management Authority ("Authority "). The Authority shall carry out its functions through a Governing Board, as described in this Agreement.

4. Term of Agreement. This Agreement is effective as of the latest date by which at least three (3) Members, two of which have statutory authority over a water supply, have adopted resolutions by their legislative bodies approving joining the Authority and thereafter having executed this Agreement, and shall continue in full force and effect for so long as no less than three (3) such Members remain, or until terminated by unanimous consent, provided that all liabilities of the Authority have been satisfied and all assets of the have been distributed.

5. Restriction on Exercise of Powers. Pursuant to and to the extent required by California Government Code Section 6509, the Authority shall be restricted in the exercise of its powers to the same extent as the City of Long Beach is restricted in its exercise of powers hereunder ; provided that, if the City of Long Beach shall cease to be a Member, then the Authority shall be restricted in its exercise of powers to the same extent as the City of Downey is restricted in its exercise of powers hereunder ; in that the aforesaid cities are charter cities with statutory authority over a water supply.

6. Governing Board. The governing body of the Authority shall be the Governing Board which shall be made up of one representative from each Member public agency, but such representative need not be a member of the legislative body of such public agency if approved by resolution of the legislative body of the Member. The Governing Board shall oversee the activities of the Authority and shall act consistent with and in furtherance of the purposes of this Agreement and the Authority, as specified in Section 2, above.

(a) Appointment. The legislative body of each of the Member public agencies shall appoint one member of the Governing Board and one alternate Board member. If neither the Governing Board member nor the Member's alternate can attend a scheduled meeting, the Member public agency may designate in writing a representative for that meeting who may attend and participate in that meeting as if he or she was a Governing Board member.

(b) Term of Members. Each member and alternate member of the Governing Board shall serve a two-year term. Board members and alternates may be removed at any time by the appointing legislative body. Vacancies shall be filled in the same manner as the original appointment.

(c) Compensation. Governing Board members shall receive no compensation for attending required meetings.

(d) Voting. Each Governing Board member shall have one (1) vote. If a Board member cannot attend a meeting, the alternate attending shall be fully empowered to act as the Governing Board member for the meeting so attended. Voting shall require a majority or super-majority vote as provided below in Section (g).

(e) Responsibilities. It shall be the responsibility of the Policy Board to:

- (1) Determine general policy for Authority activities.
- (2) Act on behalf of all Members in adopting strategies to pursue the purposes of the Authority, as set forth in Section 2 of this Agreement.
- (3) Approve a budget to expend funds necessary to exercise the powers and achieve the purposes of the Authority, as set forth in this Agreement, and as otherwise provided by law. A super-majority vote shall be required to adopt a budget or assess the contribution of costs or to purchase or long-term lease any real property.
- (4) Ensure that projects and programs that are undertaken are in the best interest of the residents served by the Authority.
- (5) Authorize expenditures of funds in accordance with budget and any purchasing procedures adopted by the Governing Board.
- (6) Share costs equally among the Members, except as otherwise provided herein.
- (7) Approve or deny applications from local public agencies for admission to the Authority or expel a member from the Authority, which shall require a super-majority vote of the Board and approval by the legislative bodies of the Members pursuant to Sections 13, 16 and 17.
- (8) Adopt by-laws, rules and regulations governing operations of the Authority.
- (9) Appoint such ad hoc or standing committees of its Members as it may deem appropriate, all in uniformity with the Ralph M. Brown Act (Sections 54950 *et seq.*)

(f) Meetings. The Governing Board shall conduct regular and special meetings in accordance with the Ralph M. Brown Act, commencing with California

Government Code Section 54950, or any successor provision thereto. It shall hold at least one regular meeting in each year and such additional meetings as may be necessary to accomplish the purposes specified herein. Regular meetings shall be held at such location as the Governing Board may determine by Resolution. Minutes shall be kept of all meetings of the Authority and shall be provided to the Members and made available to the public. Meetings shall be conducted in accordance with the most current edition of "Roberts Rules of Order" unless otherwise provided by the Governing Board.

(g) Quorum. A majority of the Governing Board must be present to constitute a quorum. No action will be valid unless it has received the affirmative vote of the majority of those Governing Board members present, except where a super-majority vote is specified. Where a super-majority vote is specified herein, it shall mean the affirmative vote of three-quarters (3/4) of the Members of the entire Board .

7. Organization.

(a) Officers. The Governing Board shall elect a chair, a vice-chair, and/or such other officers as the Board shall find appropriate. Each officer shall serve for a term of one (1) year unless sooner terminated at the pleasure of the Governing Board. Upon approval by the Governing Board, all contracts, deeds and other official documents on behalf of the Authority shall be executed by the Chair or the Executive Director, and attested to by the Secretary and approved as to form by Lead Agency's legal counsel or other appropriate officer.

(b) Employees. The Governing Board may appoint an executive director, controller, clerk, legal counsel or other employees as it deems appropriate and may establish the duties and compensation of such employees. The Governing Board may choose to utilize the services of employees of the Members by appointing a Lead Agency, as described below, and, if required, compensate the Member accordingly, or may directly appoint and employ its own staff. If the Authority directly employs employees, the Governing Board shall adopt a personnel system establishing rules and regulations comparable to the public sector generally.

(c) Finances. The Controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with California Government Code Section 6505 or successor authority. The Treasurer of the Authority shall be the depositor and shall have custody of all money of the Authority received from whatever source. The Controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority by its authorized representative pursuant to any delegation of authority adopted by the Authority. The Treasurer and Controller shall comply strictly with the provisions of statutes relating to their duties, as set forth in the Joint Exercise of Powers Act.

(d) Consultants. In addition to hiring employees, the Authority is authorized to enter into contracts and pay consultants pursuant to the Authority's purchasing procedure to perform any work or activity it is empowered to perform hereunder, including for the provision of professional, financial, legal, administrative, technical or other services.

(e) Lead Agency. The Governing Board may select from the Members, a Lead Agency for the Authority. In such case, the City Manager or General Manager of the Lead Agency City shall be and act as the Secretary for the Authority and the Director of

Finance of the Lead Agency shall be and act as the Treasurer and Auditor of the Authority, pursuant to California Government Code Section 6505.6, Pursuant to California Government Code Section 6505.1, the Secretary and Treasurer shall have charge of the property of the Authority and each shall file an official bond in the penal sum of Ten Thousand Dollars (\$10,000.00) or such additional amount as the Governing Board may establish. By majority vote, the Governing Board may change the Lead Agency at any time. In such event, the officers of the new Lead Agency shall serve as the respective officers of the Authority.

(f) Property of the Authority. Pursuant to California Government Code Section 6505.1, the Governing Board may designate an officer or employee, or officers and employees, in addition to the Secretary and Treasurer, to receive, deposit, invest, and disburse the money of the Authority pursuant to California Government Code Sections 6505.5 and 6509.5. The Governing Board shall fix the amount of the official bond to be filed by each such designee.

8. Powers and Functions as a Regional Water Management Entity. Subject to the limitations set forth herein, the Authority, acting through its Governing Board, shall have any and all powers commonly held by the Members, necessary or appropriate to fulfill the purposes set forth in Section 2, above, and to otherwise perform the functions and exercise the powers of a regional water management group pursuant to applicable law.

9. Corporate and Political Powers. For purposes of exercising its authority, and subject to the limitations set forth herein, the Authority shall have all joint powers specified in California Government Code Section 6508 including, but not limited to, any or all of the following:

(a) To exercise the common powers of its Members pursuant to Section 2 above;

(b) To make and enter into contracts;

(c) To employ agents and employees;

(d) To acquire, construct, manage, maintain or operate any building, structure, work or improvement;

(e) To acquire, hold or dispose of real or personal property;

(f) To incur debts, liabilities and obligations and issue bonds, notes, certificates of participation and other forms or evidence of indebtedness;

(g) To sue and be sued in its own name;

(h) To apply for, accept, receive and disburse grants, loans and other financial aid from any agency of the State of California or the United States of America and to receive donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;

(i) Obtain insurance for the Authority and contract for risk management services authority;

(j) Invest money of the Authority in the same manner and on the same conditions as local agencies pursuant to California Government Code Section 53601;

(k) To prepare and support legislation related to the purposes of this Agreement.

(l) To adopt rules, regulations, policies, bylaws and procedures for the carrying out of the foregoing powers or necessary for the governing of the operations of the Authority; and

(m) Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

10. Limitations. The Authority shall not have the power of eminent domain.

11. Expenditures and Contributions. From time to time, the Governing Board may require Member contributions in order to make expenditures necessary to carry out the purposes and functions of the Authority which may include, but are not limited to, retention of consultant(s) to conduct studies and prepare plans, reports and designs, and/or provide management services. Contracts over \$100,000 shall require a super-majority vote. Contributions may be assessed against Members on an equal basis, or upon such other basis as may be determined by the Governing Board. Within thirty (30) days of such an assessment by the Governing Board becoming effective, each Member, shall make the required contribution, providing that any member not wishing to make such contribution may, in the alternative, withdraw from the Authority within said period by adopting a resolution of withdrawal by its legislative body.

12. Eligibility for Membership and Admission. Any local public agency that is a member of the Gateway Cities Council of Governments, or that has statutory authority over a water supply with the Gateway Cities Region, may apply to become a member of the Authority and may become a Member upon a super-majority vote of the Governing Board. Upon admission, each new Member shall immediately execute this Agreement. At the time of approval of admission, the Governing Board may request that the new Member make a voluntary payment of any costs incurred by the Authority to date, to the extent the benefit of those costs will be derived or will continue to be derived after the new Member agency has joined the Authority.

13. Accounts, Reports, and Audits. The following procedures shall be followed to ensure strict accountability of all funds of the Authority and to provide for accurate reporting of receipts and disbursements of said funds:

(a) The auditor of the Authority shall either prepare or contract with a certified public accountant to prepare an annual audit of the Authority's accounts and records. The minimum requirements for such audits shall be those prescribed by the State Controller for special districts under California Government Code Section 26909 or successor statute and shall conform to generally accepted accounting principles.

(b) A report of said audit shall be filed as a public record with each Member and with the County Auditor of the County of Los Angeles. Such report shall be filed within six (6) months of the end of the fiscal year or years under examination.

(c) Any additional procedures pertaining to accountability of funds and assets of the Authority, as specified in the Joint Exercise of Powers Act, shall be followed.

14. Obligation for Debts and Liabilities and Distribution of Assets. Except as otherwise provided herein, no Member shall be individually responsible for any of the debts, liabilities or obligations of the Authority, and all such debts, liabilities and obligations shall exclusively be those of the Authority.

(a) Indemnification.

(1) Each Member agrees to indemnify, defend and hold the Authority and all other Members, and employees, officers and agents of the Authority, free and harmless with respect to any and all claims, liabilities, losses, and damages, including legal fees and expenses, to the extent arising out of or connected with the acts or omissions, or breach or default, of such Member, or any person or entity acting on behalf of such Member, in the performance of any of its obligations under this Agreement.

(2) The Authority shall indemnify, defend, and hold harmless, jointly and severally, each of its Members and the Members' officers, officials, employees, agents, and representatives with respect to any loss, damage, injury, claim, litigation, or liability, including attorney's fees and costs, arising out of or in any way related to the creation of operation, functioning, decisions, or actions of the Authority or the Authority's officers, officials, employees, agents, or representatives.

(3) The provision of indemnity set forth in this Section shall not be construed to obligate the Authority to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or otherwise unlawful.

(b) Tort Liability. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Member public agencies, as among themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assume the full liability imposed upon it or any of its officers, agents, employees or representatives by law for injury caused by a negligent or wrongful action or inaction, or omission, occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Member public agency indemnifies and holds harmless each other party and the Authority, for any loss, cost or expense, including reasonable attorney's fees and consultant fees that may be imposed upon or incurred by such other Member public agency or the Authority solely by virtue of Government Code Section 895.2.

(c) Funds for Defense. Notwithstanding the provisions of paragraphs (a) or (b), above, by a super-majority vote of the Governing Board, the Board may approve the expenditure of Authority funds to defend, indemnify and hold the Authority, members of the

Governing Board, and any employee or agent of the Authority, free and harmless from claims and liabilities arising in connection with their actions taken in good faith, and while within the scope of their duties being performed on behalf of the Authority.

(d) Self Insure. The Authority may self-insure or purchase insurance, and/or-, require the Members to self-insure or purchase insurance, in order to comply with any of the defense and indemnity requirements herein.

(e) Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any Member when performing their respective functions within the territorial limits of the Member, shall apply to them to the same degree and extent while engaged in the performance on any of their functions and duties extraterritorially hereunder.

15. Withdrawal by a Member. Subject to the provisions of this section, any Member may withdraw from the Authority by providing the Governing Board no less than thirty (30) days prior written notice including a copy of the initiating resolution by the legislative body of the withdrawing Member. The withdrawing Member shall pay all unpaid contributions that were approved by the Governing Board more than thirty (30) days prior to the date of the notice of withdrawal. No Member may withdraw unless and until it has satisfied any and all outstanding contractual obligations, or other indebtedness for which such Member would otherwise be obligated, in whole or in part, to pay. "Outstanding contractual obligations" includes the obligations for payments on contracts which the Authority has entered into and are legally binding but where additional services will be performed in the future, until the contract has been fully performed.

16. Effect of Termination. Upon termination of this Agreement by the Authority, all of the existing assets shall be divided and distributed for public purposes in such manner as shall be determined by a super-majority vote of the Governing Board provided, however, that this Agreement and the Governing Board shall continue to exist for the purposes of disposing of all claims, administering the distribution of assets, and performing any other functions necessary to conclude the affairs of the Authority. This Agreement may not be terminated so long as the Authority has any outstanding contractual obligations or other indebtedness.

17. Notices. Notices permitted or required to be sent pursuant to this Agreement shall be sent by registered mail, return receipt requested, or reputable overnight delivery service, addressed as follows:

To Member public agencies at each Member public agency's official business address, personally addressed to the that agency's Governing Board member;

To the Authority at 16401 Paramount Blvd, Paramount 90723, attention: Executive Officer. This address shall be the Authority's official business address. This address may be changed by approval of the Governing Board and the giving of written notice to each Member at their official business address.

18. Amendment. This Agreement may be amended by a super-majority vote of the Governing Board and by a super-majority vote of the legislative bodies of the Members acting by resolution with all such resolutions adopted within 90 days of the action by the Governing Board.

19. Legal Actions.

(a) Remedies. The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to, seeking an injunction and/or specific performance, necessary or permitted by law, to enforce this Agreement.

(b) Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

(c) Acceptance of Service of Process. In the event that any legal action is commenced against the Authority, service of process on the Authority shall be made by personal service upon the Executive Director or Secretary of the Authority, or in such other manner as may be provided by law.

(d) Waivers. All waivers of any term or condition of this Agreement shall be in writing. No waiver of any term or same term or condition at a different time.

20. Liberal Construction; Severability. In the event of any litigation over the meaning of this Agreement or the authority of any agency of the Authority, this Agreement shall be liberally construed to effectuate its purposes. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California or federal law, or otherwise be rendered unenforceable or invalid, the validity of the remaining portions and/or provisions shall not be affected thereby.

21. Conflicts of Interest. No officers, official, or employee of the Authority shall have any financial interest, direct or indirect, in the Authority nor shall any such person participate in any decision relating to the Authority which affects his or her financial interests, in violation of any State law or regulation.

22. Books and Records. All books, records, accounts, and documents of the Authority shall be available at any reasonable time to the Directors and, to the extent provided by the California Public Records Act (Government Code Section 6250 *et. seq.*) shall be public records. This Section does not authorize the release of any confidential documents which are exempt from disclosure under the California Public Records Act or other applicable law or regulations.

23. Principal Office. The principal office of the Authority shall be that of the office of the Executive Director or as from time to time designated by the Board.

24. Successors. This Agreement shall be binding upon all Members and shall inure to the benefit of the successors of each of the Members provided, however, that no Member may assign any right or obligation under this Agreement without the written consent of the Governing Board.

25. Effectuate Counterparts. This Agreement may be executed in counterparts, which together shall constitute the same and entire agreement.

26. Filing with Secretary of State. The Secretary of the Governing Board is directed to file with the office of the California Secretary of State a notice of adoption or amendment of this Agreement within thirty (30) days after the effective date of such adoption or amendment, as required by California Government Code Section 6503.5 and shall file all other official notices as may be required by law.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed and attested by its duly authorized officers as of the dates set forth below.

MEMBER:_____

Dated:_____

By:_____

Title:_____

ATTEST:

APPROVED TO FORM:



ITEM # 24

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3869 WITH PMC PLUMBING INC.

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3869 between the City of Montebello and PMC Plumbing Inc. for a One (1) Year Extension; 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:

PMC Plumbing Inc. performs citywide on-call plumbing services on an as-needed basis. The annual not-to-exceed amount of this agreement is \$45,000. 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 \$45,000. The agreement is managed by the Department of Public Works and funded through the Public Works, Facilities Maintenance Division and Transit budget. Funding for these services is included in the proposed Fiscal Year 2025-26 budget. There is no budget amendment action needed for FY 2024-25.

BACKGROUND/DISCUSSION:

On June 1, 2021, the City executed an agreement with PMC Plumbing Inc. for on-call plumbing services for an annual not-to-exceed amount of \$45,000. On May 8, 2024, the City executed Amendment No. 1 of the Agreement, extending the term of the contract by an additional year.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

Page 2 of 2

For the past four years, PMC Plumbing Inc. 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. 3869 (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 that the City extend the term of Professional Services Agreement No. 3869 through June 30, 2026; and authorize the City Manager to execute Amendment No. 2 (Attachment A).

ATTACHMENT(S)

1. Attachment A — Amendment No. 2 to Agr 3869
2. Attachment B — Agr No. 3869 - PMC Plumbing, Inc. - Amendment No. 1
3. Attachment C — Agr No. 3869 - PMC Plumbing, Inc

CITY OF MONTEBELLO
AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3869
WITH PMC PLUMBING, INC.

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 28th day of May 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and PMC PLUMBING, 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. 3869 with by and between City of Montebello and PMC PLUMBING, INC.* for On-Call Plumbing Services , dated June 1, 2021 ("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. 3869 with PMC PLUMBING, INC.* ("First Amendment"), exercising 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 Plumbing Services by PMC PLUMBING, INC.

AMENDMENT NO. 2 TO AGREEMENT NO. 3869

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. 3869

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")

PMC PLUMBING, INC.

Raul Alvarez, City Manager

Corey Hoffert

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. 3869
WITH PMC PLUMBING, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 8th day of May 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and PMC PLUMBING, 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 On-Call Plumbing Services by and between the City of Montebello and PMC Plumbing, Inc., dated June 1, 2021 ("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, 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. "Term." The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3869, 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 June 1, 2021, is hereby extended, and the Agreement will now terminate on June 1, 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 Plumbing Services by PMC Plumbing, Inc.

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.

AMENDMENT NO. 1 TO AGREEMENT NO. 3869

Page 2 of 3

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3869

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")

PMC PLUMBING, INC.



Corey Hoffert

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3869
WITH PMC PLUMBING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **June 1, 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and PMC PLUMBING, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide 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. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the solicitation of are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide plumbing services as set forth fully in the Schedule of Compensation, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total annual compensation shall not exceed \$45,000.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed 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.

SECTION 3. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its

PROFESSIONAL SERVICES AGREEMENT NO. 3869

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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 4. 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 5. 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 6. 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 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

PROFESSIONAL SERVICES AGREEMENT NO. 3869

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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 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 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT 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 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 10. 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

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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 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS 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 PERS 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.

b. 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 12. 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 13. 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 14. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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.

The CONTACTOR shall require each of its subconsultants, 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. 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.

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).

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

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.

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.

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.

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.

Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as fall performance of CONSULTANT's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. 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 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 Section 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. 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

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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 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

PROFESSIONAL SERVICES AGREEMENT NO. 3869

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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 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 – Recreation and Community Services
Attn: David Sosnowski, Director of Recreation and
Community Services
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4588
dsosnowski@cityofmontebello.com

If to Consultant: PMC Plumbing, Inc.
Attn: Corey Hoffert
PO Box 3129
Fullerton, CA 92834
(714) 991-6481
dispatch@pmcplumbing.com

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3869

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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")

PMC PLUMBING, INC.



René Bobadilla, City Manager



Corey Hoffert

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Álvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Schedule of Compensation

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL PLUMBING SERVICES

COST PROPOSAL

Contractor Name: PMC Plumbing Inc.
 Phone: 714-991-6481 Email: dispatch@pmcplumbing.com
 Contractor License #: 788301
 Department of Industrial Relations #: PW-LR-1000770471

* \$195.00 After Hour Fee

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
APPRENTICES TECHNICIANS Labor/Hour	\$ 85.00 /hr	\$ 127.50 /hr	\$ /hr
Labor Supervisory/Hour	\$ 120.00 /hr	\$ 180.00 /hr	\$ /hr
Additional Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Pump Truck	\$ /hr	\$ /hr	\$ /hr
Hydro Jetting	\$ 533.00 /hr	\$ 799.50 /hr	\$ /hr
Video Inspection	\$ 325.00 /hr	\$ 487.50 /hr	\$ /hr
Leak Testing/Tracing	\$ 250.00 /hr	\$ 375.00 /hr	\$ /hr
Backflow Testing	Cost per Test: \$		
Materials Markup: <u>30</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: 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: COREY HOFFERT Signature: Corey Hoffert
 Date: 05/25/21



General Price List

Task	WORK DESCRIPTION	Regular Rate
T-000	Estimate * *A free estimate call is one requesting work that does not require any diagnosis. We offer free estimates for the following types of work only: Re-Pipes (water, gas, drains) Water service installation, Water heater installation, Washer and dryer relocation, Sewer installation, Gas service installation.	Free
T1140	Evaluation	\$200.00
T1100	Leak detection	\$250.00
T1120	Sewer camera inspection	\$325.00
T2500	After hours/Sunday/Holiday surcharge *This fee is in addition to any inspection/repair costs and applies 5pm to 7am Mon - Sat, all day Sunday and Holidays. Any services performed between 11pm and 7am will be charged at after hour rates.	\$195.00
	Drain line (snake) through accessible clean out (first hour)	\$265.00
	Drain line (snake) through accessible clean out (per additional hour) *PMC cannot warranty any "common HOA type drains" or drains that are found to have any food or other foreign objects in drain line - Any food items or other foreign objects found in drain snaked by PMC will void any warranty)	\$115.00
T215	Drain line Kitchen sink through accessible clean out	\$196.00
T220	Drain line Kitchen, remove p-trap under sink to access drain	\$240.00
T290	Hydro jet main line w/sewer camera (first hour)	\$533.00
T285	Hydro jet main line w/sewer camera (per additional hour)	\$200.00
T1600	Repair slab leak accessible *Break slab in accessible area to expose and repair pipe, patch concrete to rough patch. Additional costs apply to repairs in footing, or under cabinets, toilets, or tub/showers.	\$1,173.66
T1435	Bypass 1/2" or 3/4" up to 10 feet	\$1,385.60
T1440	Bypass additional per foot 1/2" or 3/4" over 10 feet	\$34.00
T1984	Pull & reset toilet	\$238.60
T1986	Pull toilet only	\$200.70
T1987	Reset existing toilet only	\$205.40
T2000	40 Gallon Residential Water Heater (6 Year warranty)	\$1,902.00
T2004	50 Gallon Residential Water Heater (6 Year Warranty)	\$1,916.00

Last updated 5/25/2021



ITEM # 25

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4268 WITH REDFLEX TRAFFIC SYSTEMS, INC. DBA "VERRA MOBILITY SYSTEMS"

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4268 with Redflex Traffic Systems, Inc. DBA "Verra Mobility Systems" for provision of services related to the City's Red Light Photo Enforcement Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The monthly cost for monitoring eight intersections is \$20,000 (8 x \$2,500/intersection), resulting in a total annual contract amount of \$240,000. Funding for the Red Light Photo Enforcement Program is included in the Police Department's Fiscal Year 2024-25 budget in Account No. 100-80-810-6040.10 (General Fund, Police, Traffic, Other Contract Services). Appropriate funding will be included in the FY 2025-26 budget.

BACKGROUND/DISCUSSION:

The Montebello Police Department partners with Redflex Traffic Systems (DBA Verra Mobility Systems) to administer and manage the Red Light Photo Enforcement Program across eight key intersections and eight approaches within the City. Given the department's limited resources for traditional traffic enforcement, this system acts as a force multiplier—significantly reducing red-light violations and traffic collisions.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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Redflex Traffic Systems, a recognized leader in photo enforcement technologies, has nearly two decades of experience and is the longest-serving provider of such services in North America. The company has partnered with over 500 jurisdictions worldwide, including 24 in California—among them Culver City, Garden Grove, Oxnard, and Solana Beach.

The continuation of this partnership offers substantial public safety and operational benefits. The proposed contract extension through June 30, 2026, will align the agreement with the City's fiscal year, thereby enhancing budgetary planning and financial oversight. Prior to the expiration of this agreement, staff will initiate a review and discussion regarding a potential amendment and extension of the contract, based on program performance, service needs, and available funding.

Maintaining the uninterrupted service of the red light cameras ensures consistent enforcement, builds public trust, and supports the City's broader traffic safety objectives. Furthermore, operational continuity promotes cost-efficiency through streamlined procedures and optimized resource utilization. The existing equipment provided by Redflex continues to serve as a critical asset to the City's traffic enforcement and management infrastructure.

Therefore, Agreement No. 4268 (Attachment A) is being entered into under the authority provided by Montebello Municipal Code Section 3.20.050(C) 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. The red light enforcement cameras provided and maintained by Redflex have been in use since August 2017. Continuing this service promotes public safety and ensures continued enforcement of traffic safety citywide.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve Professional Services Agreement No. 4268 (Attachment A) with Redflex Traffic Systems, Inc., doing business as "Verra Mobility Systems," to continue providing red light photo enforcement services to the City of Montebello through June 30, 2026. Adequate funding for this program has been allocated in the adopted Fiscal Year 2024-25 budget, and funding will be included in the proposed FY 2025-26 budget.

ATTACHMENT(S)

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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1. Attachment A - Professional Services Agreement 4268- (Draft) Verra
Mobility_Montebello

CITY OF MONTEBELLO**AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT NO. 4268
WITH REDFLEX TRAFFIC SYSTEMS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement" or "Amended and Restated Agreement") is made and entered into on **December 14, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and REDFLEX TRAFFIC SYSTEMS, INC. d.b.a. VERRA MOBILITY SYSTEMS (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, on or about December 13, 2017, the CITY entered into an agreement ("Original Agreement") with CONSULTANT for the provision of Photo Red-Light Enforcement Services set forth in the RFP NO. 18-11 dated August 3, 2017 ("Professional Services"); and

WHEREAS, on or about December 13, 2022, the Parties amended the Original Agreement for an additional one (1) year term via Amendment No. 1; and

WHEREAS, on or about January 10, 2024, the Parties amended the Original Agreement to extend the period of performance through December 14, 2024; and

WHEREAS, CONSULTANT has the exclusive possession and ownership of the existing Back-office System ("BOS") related to red light photo enforcement, including certain knowledge, equipment, licenses, and the processes for processing Events; and

WHEREAS, the Parties desire to amend and restate the Agreement to extend the term and update the Agreement pursuant to the City's current template 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 Amended and Restated Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Consultant's Proposal as incorporated under Exhibit A .All other documents, including but not limited to all applicable bonds, insurance

PROFESSIONAL SERVICES AGREEMENT NO. 4268

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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.

c. This Amended and Restated Agreement including the Contract Documents incorporated herein shall constitute the entire understanding of the Parties regarding Professional Services provided by CONSULTANT. The Parties acknowledge and agree that the Original Agreement and any amendments thereto shall be of no further force or effect as of the Effective Date of the Amended and Restated Agreement. In the event of any inconsistencies between the Original Agreement and this Amended and Restated Agreement, the terms of this Amended and Restated Agreement shall control.

SECTION 2. SERVICES / COMPENSATION.

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.

b. The CONSULTANT shall continue to provide to the CITY all labor, equipment, materials and incidental necessary to provide the services as set forth fully in Consultant's Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon the Effective Date of this Agreement and shall expire when the services are completed, but no later than **June 30, 2026** ("**Initial Term**"), unless terminated earlier as hereinafter provided. This Agreement may be extended upon such terms and conditions mutually agreed upon by the Parties in writing.

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.

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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 pertinent data gathered or produced pursuant to this Agreement and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY ("**City Data**"), 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.

c. CITY grants to CONSULTANT a non-exclusive, royalty-free non-sublicensable, non-transferable license to use and reproduce City Data solely to provide and support CITY's use of the provided Professional Services. CONSULTANT's BOS is software-as-a-service. Under all circumstances, CONSULTANT shall retain ownership of the BOS, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS ("**IP RIGHTS**"), even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the CITY. Under no circumstance will any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered "Work for Hire." During the term of this Agreement with CITY, CONSULTANT grants CITY a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of CITY performing its obligations under this Agreement. All licenses under this section shall terminate upon the expiration or early termination of this Agreement unless otherwise extend pursuant to the mutual written agreement of the Parties.

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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 be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of

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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.

Except as otherwise provided in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines or lost data however caused and on any theory of liability, arising out of or relating to this Agreement. In no event shall either Party's liability to the other under this Agreement exceed the value of the Initial Term of this Agreement.

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

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature to the extent caused by CONSULTANT's negligence or willful misconduct, or breach of the terms of this Agreement, 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 negligence or willful misconduct, or breach of the terms of this Agreement .

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

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persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
 - **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$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: Principal Risk Officer

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1600 West Beverly Boulevard
Montebello, CA 90640
Email: COI@montebellocal.gov

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

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

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

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

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

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; and
- 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

PROFESSIONAL SERVICES AGREEMENT NO. 4268

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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.

d. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE PROFESSIONAL SERVICES, BOS OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE SERVICES PROVIDED. CITY ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. CONSULTANT SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

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

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SECTION 22. 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 – Police Department
Attn: Chief Louis Lopez
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1280
Email: PEspinosa@MontebelloCA.gov

If to Consultant: Redflex Traffic Systems, Inc.
Attn: Jonathan Baldwin
1150 N. Alma School Road
Mesa, AZ 85306-1893
(480) 443-7000
Alexandria.iacob@verramobility.com

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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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")

**REDFLEX TRAFFIC SYSTEMS d.b.a.
VERRA MOBILITY SYSTEMS**

Raul Alvarez, City Manager

Jonathan Baldwin, Executive Vice
President, Government Solutions

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Consultant's Proposal dated September 1, 2017
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

Consultant’s Proposal

The Parties agree the CONSULTANT’S Proposal for RFP No. 18-11, dated September 1, 2017, is incorporated by reference in this Agreement as if inserted in full context. The file name of CONSULTANT’S Proposal is identified as follows:

“RedflexProposalforMontebelloCARFPNo1811forPhotoRedlightEnforcementServices.pdf” is incorporated by reference in this Agreement as if inserted in full text”

DRAFT

EXHIBIT “B”

Schedule of Compensation

Compensation due and owed to CONSULTANT for monitoring existing and installed Professional Services as of the Effective Date and not replaced or otherwise upgraded with new technology on or after the Effective Date shall be \$2,500 per month for each of the following approaches:

Intersection Name
Beverly Blvd& Garfield Ave
Garfield & Via Campo
Montebello & Beverly
Montebello & Paramount
Montebello & Paramount
Montebello & Whittier
Via Campo & Garfield
Washington & Greenwood



ITEM # 26

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **APPROVE AGREEMENT NO. 4324 WITH SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) FOR THE NEIGHBORHOOD COYOTE PROGRAM**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4324 with San Gabriel Valley Council of Governments (SGVCOG) for the Neighborhood Coyote Program; 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.

FISCAL IMPACT:

The total not-to-exceed annual cost for participation in the San Gabriel Valley Council of Governments' (SGVCOG) Neighborhood Coyote Program under the proposed agreement (Attachment A) is \$11,000 for Fiscal Year 2025-26. The program cost will be adjusted annually based on the Los Angeles area Consumer Price Index reported by the United States Bureau of Labor Statistics or 3%, whichever is less.

The awarded agreement will be managed by the Recreation and Community Services Department and funded within the Department's budget. The Department's Fiscal Year 2025-26 budget will incorporate the first year expense of the proposed agreement and subsequent budget requests will incorporate appropriate funding.

BACKGROUND/DISCUSSION:

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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The Neighborhood Coyote Program serves as an avenue to address, educate, and report coyote interactions as well as safety issues caused by coyotes within the San Gabriel Valley. The program is managed by the SGVCOG and serves as the central organization responsible for providing public outreach services and developing a reporting mechanism on behalf of participating cities. Participating cities include Alhambra, Arcadia, Azusa, Glendora, Irwindale, Rosemead, and San Marino.

The City joined the Neighborhood Coyote Program in October of 2019. The current agreement has come to the end of its term and staff is proposing to enter into a new agreement in order to continue membership in the program. The new agreement will be for a three year term and the cost is \$11,000 for the first year. The cost will then be adjusted annually based on the change in the Los Angeles Consumer Price Index or 3%, whichever is less.

Participation in the Neighborhood Coyote Program provides the City with various resources and services to promote coyote safety. These include:

- Attendance at community events to promote the program.
- Physical and electronic files of coyote marketing and outreach materials.
- A coyote incident reporting system for City residents.
- Monthly reports sent to the City.
- Coordination with the California Department of Fish and Wildlife, Los Angeles County, and other relevant external stakeholders on regional coyote management efforts.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council authorize the City Manager to execute Agreement No. 4324 with the San Gabriel Valley Council of Governments for participation in the Neighborhood Coyote Program and authorize the City Manager to take actions necessary to execute and finalize an agreement on behalf of the City of Montebello and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - Draft Agreement No. 4324

**MEMORANDUM OF AGREEMENT NO. 4324
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS AND THE CITY OF MONTEBELLO
FOR PARTICIPATION OF THE SAN GABRIEL VALLEY NEIGHBORHOOD
COYOTE PROGRAM**

This Memorandum of Agreement (“MOA” or “Agreement”) is made as of July 1, 2025, by and between the City of Montebello, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Neighborhood Coyote Program (“Program”) that was developed by the SGVCOG Coyote Management Task Force.
- C. Under the Program, SGVCOG provides informational coyote public outreach and education efforts, promotes effective human-coyote conflict mitigation strategies, and supports a robust wildlife reporting and response mechanism on behalf of City.
- D. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOA between the Parties shall commence on July 1, 2025, and shall continue through June 30, 2028. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG Responsibilities.

SGVCOG will:

- 1. Coordinate and implement at least two community events and/or educational/trainings per year, to be held within and planned with input from the City. SGVCOG will diligently market the community meetings and educational trainings prior to the event dates; however, attendance levels are not guaranteed.
- 2. Conduct youth outreach and education programs for local schools within the

City.

3. Coordinate to send mailers to neighborhoods in the City with high numbers of human-coyote encounters and incidents.
4. Manage a website or webpage that contains important and helpful information for residents and businesses regarding coyotes and other types of wildlife as needed.
5. Maintain an online and phone regional coyote incident reporting system for residents of City. The SGVCOG will report monthly on the number of reports received from each City.
6. Coordinate with the California Department of Fish and Wildlife, the County of Los Angeles, and other relevant external stakeholders on regional coyote management efforts.
7. Provide physical and electronic files of coyote marketing and outreach materials to the City.

B. City Responsibilities.

City will:

1. Maintain membership in the SGVCOG during the entire term of this MOA. In the event that the City is no longer a member of the SGVCOG, this MOA will terminate by its own terms on the date on which the City is no longer a member. Should membership cease before the end of the fiscal year, the City shall not be entitled to reimbursement of its Program cost for that fiscal year.
2. Participate in an annual evaluation meeting with the SGVCOG and as needed coordination calls and meetings with all municipalities that have entered into a memorandum of agreement with the SGVCOG for the Program for the July 1, 2025, through June 30, 2028, term.
3. Provide a point-of-contact for the purposes of this Agreement with the name, title, and contact information of the individual. If the point-of-contact is reassigned or no longer a City employee, a new point-of-contact must be designated within five (5) business days.
4. Assist with the coordination of coyote town halls, community meetings, coyote management workshops, conflict trainings, mailers, social media outreach, and youth outreach and education programs.
5. Provide a municipal meeting space or venue for events and activities within the City related to this MOA and other events within the City that are related to the Program.

III. COMPENSATION:

- A. The SGVCOG shall invoice the City eleven thousand dollars (\$11,000) on July 1, 2025, for the City's share of the cost of the Program for the fiscal year 2025-2026.
- B. The annual amount the SGVCOG invoices shall be adjusted annually beginning on July 1, 2026, based on the Los Angeles area Consumer Price Index (CPI)

percentage for all items for 12 months ending in January reported by the U.S. Bureau of Labor Statistics or 3%, whichever is less.

- C. The City shall pay all undisputed invoice amounts submitted by SGVCOG within forty-five (45) calendar days of receipt by City. Invoices not paid or disputed within 45 calendar days shall accrue interest at the rate of 5% per annum.

IV. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, the SGVCOG designates the following individuals as its Project Managers: Nicholas Ryu, Program Manager, and Natalie Arreaga, Management Aide.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: David Sosnowski, Director of Recreation and Community Services.

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

- A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) calendar days to cure the Default. In the event that the defaulting Party fails to cure the Default or commit to cure the Default and commences the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. TERMINATION:

- A. This MOA may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) calendar days after such notice is received.
- B. If City terminates this MOA prior to the completion of the MOA term and SGVCOG has not committed a Default, SGVCOG will maintain the full annual

amount that has already been invoiced for the current fiscal year.

VI. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all third-party claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all third-party claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

VII. INSURANCE:

- A. Each Party shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with performance of its obligations hereunder to the reasonable satisfaction of the other Party.

VIII. AMENDMENTS

- A. For any change which materially affects the Scope of Work, or in any way modifies any term or condition included under this MOA, a written amendment to the MOA shall be prepared and executed by the City and the SGVCOG for such change to be effective.

IX. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Natalie Arreaga
 Management Aide
 1333 S. Mayflower Ave, Suite 360
 Monrovia, CA 91016
 narreaga@sgvcog.org

MEMORANDUM OF AGREEMENT NO. 4324

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with a copy to: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

Nicholas Ryu
Program Manager
1333 S. Mayflower Ave, Suite 360
Monrovia, CA 91016
(626) 457-1800
nryu@sgvcog.org

To City: David Sosnowski
Director of Recreation and Community Services
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-4588
dsosnowski@montebelloca.gov

with a copy to: Laurie Aguilar
Senior Management Analyst
1600 W. Beverly Blvd.
Montebello, CA 90640
(323) 887-1200 Ext.374
laguilar@montebelloca.gov

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding

between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.

- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so the said Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

MEMORANDUM OF AGREEMENT NO. 4324

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FOR THE CITY OF MONTEBELLO

By: _____
Raul Alvarez
City Manager

Date: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

General Counsel



ITEM # 27

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

SUBJECT: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3944 WITH AXON ENTERPRISES INC. FOR BODY WORN CAMERAS (BWC) AND MOBILE AUDIO VIDEO (MAV)

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3944 with Axon Enterprises Inc. for Body Worn Cameras (BWC), Mobile Audio Video (MAV) Equipment and Supporting Software; and
2. Extend the current agreement with Axon by one year as allowed by the original agreement terms through December 8, 2027; and
3. Increase the annual not-to-exceed amount of Agreement No. 3944 by \$50,000 (to \$195,951 each year); and
4. Authorize the City Manager to execute an Agreement on behalf of the City; and
5. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Amendment No. 1 (Attachment A) to Professional Services Agreement No. 3944 (Attachment B) would increase the annual not-to-exceed amount by \$50,000: from \$145,951 to \$195,951. The additional expenses are for providing Body Worn Cameras (BWC) for new employees -- sworn and non-sworn -- as well as Mobile Audio Video (MAV) in patrol vehicles. The amendment will also extend the term of the agreement by one year, through December 8, 2027. The additional \$50,000 in expenses will be included in the Fiscal Year 2025-26 proposed budget.

BACKGROUND/DISCUSSION:

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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The Montebello Police Department has been utilizing Axon Body Worn Cameras (BWC) and Mobile Audio Video (MAV) since 2022. Request for Proposals (RFP) No. 21-34 was published via The Daily Journal and posted on Planet Bids inviting proposals from highly qualified contractors for body-worn cameras, mobile audio video, and maintenance and software configuration in August 2021. Six companies responded to the proposal, and staff reviewed them and recommended an agreement be executed with Axon Enterprise, Inc. Axon was awarded Professional Service Agreement No. 3944 (Attachment B) on December 8, 2021 (RFP No. 21-34).

Since early 2022, the Police Department has been utilizing the Axon BWCs and MAVs. The camera systems have performed exceptionally well and have exceeded the Department's expectations. The number of sworn officers in 2022 was 74 when the BWCs were first deployed. This number has increased to 84 in 2025 as well as adding six (6) reserve police officers. Axon BWC's are also issued to seven (7) civilian police cadets and community service officers (CSOs) who will be serving as members of the new Parks Services Bureau. In addition to BWC's for personnel, four (4) additional BWCs will be added to marked patrol units that will need to be outfitted with MAV's.

ENVIRONMENTAL:

N/A

ANALYSIS:

Staff recommends amending the original, annual not-to-exceed agreement amount by \$50,000, from \$145,951 to \$195,951 (Attachment A). the additional amount will be utilized to cover the costs of additional BWC's, MAV equipment and supporting software from Axon.

Staff also recommends extending the agreement by one year, which is allowed per the existing agreement terms, through December 8, 2027 (Attachment A). This extension would also include the additional \$50,000 annually for a total not to exceed amount of \$195,951 for Fiscal Years 2025-26 and 2026-27.

The Police Department has filled 10 sworn officer positions and added 7 CSO and cadet positions since the original agreement was executed in 2021. The increased funding will pay for additional body worn camera's for the sworn and non-sworn staff. The increased funding will also be used to update and outfit new police patrol vehicles with mobile audio video systems.

SUMMARY:

Staff recommends that the City Council approve Amendment No. 1 (Attachment A) to Agreement No. 3944 with Axon Enterprise, Inc. extending the term of the Agreement through December 8, 2027; increase the annual not to exceed amount by \$50,000 (to \$195,951) for each of years four, five and six of the agreement (through December 8, 2027); authorize the City Manager to execute the amendment; and direct staff to take

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. ATTACHMENT A - Amendment No. 1 to Axon Agreement No. 3944
2. ATTACHMENT B - Agreement No 3944 Axon Enterprise, Inc.

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3944
WITH AXON ENTERPRISE INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 14th day of May 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Axon Enterprise 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 No. 3944 for items and services for the Police Department to implement a body worn camera by and between the City of Montebello and Axon Enterprise Inc., dated December 8, 2021 ("Agreement"), pursuant to which City retained Contractor to provide body worn camera services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Contractor based on their qualification, subsequent to a competitive selection process. However, the services needed, including equipment, supporting software, and expenses, have exceeded the anticipated scope of the Agreement, and City and Contractor desire to extend the Agreement by one year per the Agreement's terms and further amend the original Agreement to increase the annual not-to-exceed amount by \$50,000, raising the total from \$145,951 to \$195,951.

WHEREAS, the Agreement at Section 2(c) provides the Contractor may not exceed the maximum annual compensation without the prior written consent of the City; and

WHEREAS, the Agreement at Section 3(a) provides that the Term of the Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions as mutually agreed upon by the Parties in writing; and

WHEREAS, the City desires to amend the annual compensation amount from \$145,951 to a total not to exceed amount of \$195,951.

WHEREAS, the City desires to extend the term of the Agreement by one year, through December 8, 2027.

WHEREAS, for the reasons set forth herein, the City and Contractor desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT NO. 1 TO AGREEMENT NO. 3944

Page 2 of 3

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 TO AGREEMENT NO. 3944

SECTION 1. "Services/Compensation." The City agrees to increase the annual not-to-exceed amount of the Agreement by fifty thousand dollars (\$50,000) from \$145,951 to \$195,951 for the Professional Services set in the Agreement in each of Year 4 (FY 2024-25), Year 5 (FY 2025-26) and the additional Year 6 (FY 2026-27), per the extension of the Agreement term as noted below in **SECTION 2. "TERM."**

SECTION 2. "Term." Section 3(a) of the Agreement shall be amended as follows:

"The term of this agreement shall continue in effect until December 8, 2027, unless terminated earlier per the terms herein. The Parties acknowledge that the first of the two extensions of term as allowed by the Agreement is now in effect. This Agreement may be extended for one (1) additional one-year extension upon such terms and conditions mutually agreed upon by the Parties in writing."

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.

[SIGNATURE PAGE TO FOLLOW]

AMENDMENT NO. 1 TO AGREEMENT NO. 3944

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

("CONTRACTOR")

AXON ENTERPRISE INC.

Raul Alvarez, City Manager

Robert Driscoll, VP

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3944
WITH AXON ENTERPRISE, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **December 8, 2021** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and AXON ENTERPRISE, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide items and services for the Police Department to implement a body worn camera and mobile audio video program in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. 21-34
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for Body Worn Camera and Mobile Audio Video System in the City of Montebello (**August 26, 2021**) ("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

PROFESSIONAL SERVICES AGREEMENT NO. 3944

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Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to implement a body worn camera and mobile audio video system as set forth fully in the Request for Proposals, as such is set forth fully in Exhibit "A" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as Exhibit "B" and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire five (5) 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

PROFESSIONAL SERVICES AGREEMENT NO. 3944

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inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product solely and exclusively for the CITY 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 under 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 thirty (30) 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 thirty (30) 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 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

PROFESSIONAL SERVICES AGREEMENT NO. 3944

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CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

c. The CITY shall not deduct from the Compensation paid to the

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all third party 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

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appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$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.

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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: 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 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.

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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.

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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.

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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 – Police Department
Attn: Brad Keller, Chief of Police
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: bkeller@cityofmontebello.com

If to Consultant: Axon Enterprise, Inc.
Attn: Legal
17800 North 85th Street
Scottsdale, AZ 85255
Email: Legal@Axon.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

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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, including any Exhibits, 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")

Axon Enterprise, Inc.



René Bobadilla, City Manager



Name, Title

ROBERT DRISCOLL

VP, ASSOC. GEN. COUNSEL

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Axon Response to RFP 21-34
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement



ITEM # 28

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Luis Lopez, Police Chief

**SUBJECT: AUTHORIZE INCREASING THE BLANKET PURCHASE ORDER WITH
ADAMSON POLICE PRODUCTS**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize an increase to the existing Blanket Purchase Order with Adamson Police Products in the amount of \$34,000; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Montebello Police Department utilizes Adamson Police Products as a vendor for a variety of essential public safety supplies, including bulletproof vests, officer protective gear, first aid equipment, helmets, and jail safety items. An existing blanket purchase order is currently in place with Adamson in the amount of \$49,999.

The Department now seeks to procure additional critical safety equipment, including gas masks, spit masks, jail helmets, and Automated External Defibrillator (AED) units. These items are vital for ensuring the health and safety of both officers and detainees, and for maintaining compliance with current safety standards. The purchases have been approved through various grant programs, which will cover the cost of the equipment.

However, the addition of these items will cause total expenditures with Adamson Police Products to exceed the current purchase order threshold. In accordance with the City's procurement policies, this necessitates either an increase to the existing purchase order or authorization of a new purchase order to proceed with the grant-funded acquisitions.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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This request does not require additional funding from the General Fund, as all items are covered through secured grant funding. The fiscal impact is limited to the administrative action of modifying purchasing authority to allow full utilization of awarded grant resources by increasing the existing blanket purchase order by \$34,000.

BACKGROUND/DISCUSSION:

The safety, preparedness, and operational readiness of Montebello Police Department personnel are essential to the City's ability to maintain public safety and ensure effective community-oriented policing. As crime trends and emergency situations grow increasingly complex, it is critical that officers are equipped with modern and reliable protective equipment.

To meet these needs, the Department is seeking to update and procure key safety equipment, including gas masks, spit masks, jail helmets, and Automated External Defibrillator (AED) units. These items are essential for officer and detainee protection during high-risk operations, chemical or biohazard incidents, and in-custody medical emergencies.

The equipment purchases have been approved through various external grant programs, enabling the City to make these safety upgrades without impacting the General Fund. However, these purchases will exceed the current blanket purchase order with Adamson Police Products, the Department's primary supplier for safety equipment and gear. To proceed with the grant-funded purchases of equipment, an increase of the existing blanket purchase order in the amount of \$34,000 is required. This action ensures compliance with procurement regulations and allows the City to responsibly utilize available grant funding.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is requesting an increase to the existing blanket purchase order with Adamson Police Products in the amount of \$34,000. The additional funds will allow for the police department to purchase required safety equipment for Fiscal Year 2024-25. No budget amendment is needed as part of the recommended actions.

ATTACHMENT(S)

None



ITEM # 29

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

**SUBJECT: APPROVE AGREEMENT NO. 4326 WITH THE CENTER FOR
TRANSPORTATION AND THE ENVIRONMENT, INC., TO CONDUCT
BUS BUILD INSPECTIONS FOR THREE HYDROGEN FUEL CELL
ELECTRIC BUSES**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4326 with the Center for Transportation and the Environment, Inc. (CTE), for a total not-to-exceed amount of Fifty-Five Thousand Dollars (\$55,000), to conduct bus build inspections for three (3) hydrogen fuel cell electric buses (FCEBs) associated with the City of Montebello's Zero-Emission (ZE) Bus Facilities and Fleet Transition Plan; and
2. Authorize the City Manager and/or his designee to approve change orders up to ten percent (10%) of the total not-to-exceed amount; and
3. Authorize the City Manager to execute Agreement No. 4326 on the City's behalf; and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

Funding for this project, including the 10% contingency (\$5,500), will be allocated from the Transit Fund (Account No. 600-90-90-6040.95). Staff confirmed that sufficient funds exist for these services. This amount will cover the cost for four (4) periodic inspections of the three (3) hydrogen FCEBs. CTE will conduct these inspections throughout the bus build process, with payments of \$13,750 due after each inspection is completed (4 x \$13,750 = \$55,000).

BACKGROUND/DISCUSSION:

As part of the City's Zero-Emission (ZE) Transition Plan, Montebello Bus Lines (MBL) is actively working toward compliance with the California Air Resources Board's (CARB) Innovative Clean Transit (ICT) regulation, which mandates the phased adoption of ZE bus technologies. In accordance with this initiative, MBL has procured three (3) hydrogen FCEBs from New Flyer (Attachment A). These FCEBs represent MBL's first deployment of hydrogen-powered transit buses and are scheduled for delivery later this year.

To support this transition, the City entered into Agreement No. 4231 (Attachment B) with CTE, a nationally recognized nonprofit consulting firm with expertise in ZE vehicle technology and infrastructure planning. Through coordinated meetings, CTE has been providing strategic consulting services related to fueling infrastructure, facility modifications, safety planning, and project management oversight. In addition, CTE has provided information related to specialized services the firm offers for bus-building inspections during the transit bus production process (Attachment C). These services are designed to ensure that each FCEB is built in full compliance with all contractual specifications, state and federal procurement regulations, and the manufacturer's own quality standards.

Given CTE's familiarity with MBL's ZE transition goals, technical expertise, and vast experience supporting transit hydrogen projects across California, staff recommend the City Council consider approving Agreement No. 4326 with CTE (Attachment D), in accordance with Montebello Municipal Code (MMC), Section 3.20.50(C), Standardization of Goods and/or Services, to conduct bus build inspections for MBL's three FCEBs currently in the pre-production process.

On March 26, 2025, the City Council approved Ordinance No. 2481, amending the municipal procurement guidelines, specifically MMC Section 3.20.50(C), with the intent to streamline citywide processes related to procurement, contract management, bidding, purchasing, and project oversight. This ordinance highlights the importance of standardizing goods and services to ensure consistent operation, compatibility, and sustainability of technologies and systems already integrated into municipal operations—particularly those supporting the direct delivery of transit services. The proposed specialized services directly align with the intent of MMC Section 3.20.50(C):

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.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council consider approving Agreement No. 4326 with CTE, for a total not-to-exceed amount of \$55,000, plus a ten percent (10% contingency, to conduct bus build inspections for three (3) hydrogen FCEBs; authorize the City Manager and/or his designee to approve change orders up to 10% of the total not-to-exceed amount; authorize the City Manager to execute Agreement No. 4326 on the City's behalf; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Agreement No. 4183 with New Flyer
2. Attachment B – Agreement No. 4231 with CTE
3. Attachment C – Cost Proposal for Bus Build Inspections
4. Attachment D – Proposed Agreement No. 4326

**CITY OF MONTEBELLO
PURCHASE AGREEMENT NO. 4183
WITH NEW FLYER OF AMERICA, INC.**

THIS PURCHASE AGREEMENT ("Agreement") entered into on February 28, 2024, by and between the CITY OF MONTEBELLO, a California municipal corporation (hereinafter "CITY"), and NEW FLYER OF AMERICA, INC. (hereinafter "SELLER") (collectively referred to herein as the "Parties" and individually as the "Party"), is made with reference to the following:

RECITALS

WHEREAS, CITY desires to "piggyback" on an existing contract, as amended, between SELLER and THE STATE OF WASHINGTON ENTERPRISE SERVICES, pursuant to THE STATE OF WASHINGTON ENTERPRISE SERVICES issued a Competitive Solicitation No. 06719-01 "Procurement of 40-Foot Fuel Cell Electric Bus (FCEB) Coaches issued on March 4, 2020, and executed on April 1, 2021 (hereinafter "Washington State Transit Bus Cooperative Master Contract No. 06719-01"); and

WHEREAS, CITY seeks to procure from SELLER, and SELLER seeks to build and deliver to CITY three (3), new forty (40)-Foot Heavy Duty, Fuel Cell Electric Transit Buses (hereinafter the "Bus") for the Montebello Bus Lines (hereinafter "MBL") through Washington State Transit Bus Cooperative Master Contract No. 06719-01; and

WHEREAS, SELLER represents to CITY that it is fully qualified to provide the above-described services, that it is a validly existing corporation, formed and in good standing under the laws of the State of California and legally authorized to conduct the business in which it is currently engaged, and SELLER further represents it has the background, knowledge, experience and expertise necessary to provide CITY the Bus contemplated under this Agreement; and

WHEREAS, SELLER represents to CITY that is in full compliance with the federal procurement requirements and has provided all required certifications as dictated by the Federal Transit Administration (FTA); and

WHEREAS, the parties have negotiated upon the terms pursuant to which SELLER will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenant and conditions contained herein, CITY and SELLER agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS

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

- a. This Agreement, including any and all addenda or supplemental agreements.
- b. SELLER'S Price Change Summary and Detail, modified specific to the Buses to be purchase by CITY (**Exhibit A**); Warranty (**Exhibit A.1**); Training (**Exhibit A.2**); Tools (**Exhibit A.3**); Publications (**Exhibit A.4**); and Drawings (**Exhibit A.5**)
- c. Federal Requirements (**Exhibit B**).
- d. Washington State Transit Bus Cooperative Master Contract No. 06719-01, as amended including all of the Contract Documents and Technical Specifications (hereinafter, the "Master Contract") (**Exhibit C**).
- e. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

In the event of a conflict with the terms outlined in the Master Contract, this Agreement and the above-referenced Exhibits, in order of precedence, shall prevail.

2. SCOPE OF WORK

2.1. Three (3), Forty-Foot (40-Foot) Heavy Duty, Fuel Cell Electric Transit Buses.

SELLER shall build and deliver three (3) new, forty-foot (40-foot) Heavy Duty, Fuel Cell Electric Transit Buses as specifically described in this Agreement, and in accordance with the specifications and other project documents contained in the Washington State Transit Bus Cooperative Master Contract No. 06719-01 (**Exhibit C**). In case of any conflict between the terms of these documents, the terms of this Agreement and the "**NEW FLYER'S Price Change Summary and Detail,**" **Exhibits A and B**, shall control and prevail over Washington State Transit Bus Cooperative Master Contract No. 06719-01 (**Exhibit C**) and other exhibits.

As set forth in Master Contract and SELLER'S Price Change Summary and Detail (**Exhibits A and B**), the Buses shall contain Americans with Disabilities Act (ADA) Equipment.

2.2. All New Materials and Parts. SELLER shall utilize and incorporate all new material and parts into each of the equipment purchased pursuant to this Agreement.

2.3. Workmanship. SELLER covenants with CITY to furnish its best skill, judgment and efforts and to cooperate with the CITY and any other consultants or contractors engaged by CITY in providing the Bus. SELLER covenants to use its best efforts to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of CITY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work.

3. COMPENSATION

3.1. Total Maximum Compensation. As compensation for the Bus, equipment, goods and services set forth in this Agreement (referred herein as the "Scope of Work" or "Work"), the CITY shall pay and SELLER agrees to accept, the prices set forth in the "SELLER'S Price Change Summary and Detail," **Exhibits A and B**. The total amount of the compensation to be paid hereunder for the satisfactory accomplishment and completion of all the Work set forth in this Agreement shall not exceed the following sums, unless agreed upon otherwise by both CITY and SELLER in writing:

- a. Total cost for three (3) Buses (including warranty, ADA equipment, and delivery) shall not exceed **Four Million, Seven Hundred Fifty-Three Thousand, Seven Hundred and Seven Dollars (\$4,753,707)**.

3.2. Contingency Funding. SELLER acknowledges and understands that CITY has reserved contingency funds to be awarded to SELLER in addition to the Compensation defined above if and only if all of the following conditions are met:

- a. Upon construction of CITY's Transit buses, SELLER using its best and experienced judgement determines that CITY requires additional parts, body panels, doors, supplies, tools and fixtures not included in **Exhibit A**; and
- b. SELLER submits in writing to CITY work specifications and projected costs associated with extra parts, body panels, doors, supplies, tools and fixtures; and
- c. CITY has an opportunity to review, comment, and request revisions and/or recommendations to such parts, supplies, and fixtures; and
- d. CITY approves the purchase of such parts, supplies, and fixtures and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding SELLER additional funding from CITY's approved Contingency Amount in an additional amount of up to, and including **Eighty-Four Thousand, Four Hundred and Fifty-Five Dollars (\$84,455)**; and
- e. SELLER receives a written Notice to Proceed from CITY specifically for the requested parts, supplies, and fixtures.

3.3. Payment to SELLER. CITY shall pay and SELLER shall accept the amounts set forth in the "SELLER'S Price Change Summary and Detail," **Exhibits A and B**, as full compensation for all costs and expenses of completing all Work set forth in this Agreement, including but not limited to all labor and material required, overhead, expenses, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs.

All payments shall be made as provided herein, less any additional moneys withheld as provided by Section 3.4 below.

The CITY shall make payments for the Buses in the following amounts:

- a. With regard to the three (3) Buses: One hundred percent (100%) of the unit price(s) upon the delivery and acceptance of each Bus to MLB's facility at **400 South Taylor Avenue, Montebello, California** and within thirty (30) calendar days of receipt of a proper invoice, provided that the CITY has the complete and full funding for this procurement as of that date;

3.4. Conditional Acceptance. In the event that any Bus does not meet all requirements and/or specifications for acceptance, CITY may, at its exclusive option, "conditionally accept" the Bus and place it into revenue service pending receipt of SELLER furnished materials and/or labor necessary to effectuate corrective action for acceptance of the Bus. For any conditionally accepted Bus, the payment shall be reduced by an "amount to be withheld" paid upon corrective action by SELLER. For the purposes of this Agreement, the "amount to be withheld" shall be equal to the estimated cost for parts and labor for the corrective action.

3.5. Spare Parts and/or Equipment. CITY shall make payments for spare parts and/or equipment at the unit prices itemized in the price proposal within thirty (30) calendar days after the delivery and acceptance of said spare parts and/or equipment and receipt of a proper invoice.

3.6. Final Payment. CITY shall make its final payment(s) of the total Agreement price(s) plus any moneys withheld, as described in subsections 3.3 and 3.4, above, upon receipt of a final proper invoice and the following:

- a. Delivery and acceptance of all deliverables, including manuals and other documentation required by this Agreement, excluding training.
- b. Rectification of any deficiencies found during the acceptance of the Bus.
- c. Provision of any certifications as required by law and/or regulations.
- d. Completion of post-delivery audits required under the Agreement.

4. DELIVERY AND ACCEPTANCE SCHEDULE

SELLER shall deliver and ensure acceptance of the Bus no later than the dates set forth in the following schedule:

<i>ITEM</i>	<i>COMPLETION DATE</i>
Delivery of three (3) new 40-Foot Heavy Duty Fuel Cell Electric Buses	March 30, 2025
CITY Acceptance	Ten (10) days after Delivery of Bus to CITY

All of the goods, equipment and services shall be furnished and delivered to the MLB facility described in Section 3.3(a) above, in first class condition, complete and ready for service by the Montebello Transportation Department and MBL. SELLER shall assume all costs and responsibility for delivery.

4.1. Intentionally deleted.

4.2. Unavoidable Delay. If SELLER is delayed at any time during the progress of the Work by the neglect or failure of CITY or by a cause described below, then the time for completion and/or affected delivery date(s) shall be extended by CITY subject to the following conditions:

- a. The cause of the delay arises after the notice of award and neither was nor could have been anticipated by SELLER by reasonable investigation before such award; including acts of God, strikes, riots, or from other similar "force majeure" causes or events beyond SELLER's control
- b. SELLER demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
- c. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and
- d. SELLER makes written request and provides other information to CITY as described in "Notification of Contractor Delay".

A delay meeting all the conditions of this Section shall be deemed an excusable delay. Any concurrent delay, which does not constitute an excusable delay, shall not be the sole basis for denying a request hereunder.

CITY reserves the right to rescind or shorten any extension previously granted, if subsequently CITY determines, that any information provided by SELLER in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, CITY shall not rescind or shorten any extension previously granted if SELLER acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by SELLER.

4.3. Notification of Contractor Delay. Notwithstanding "Unavoidable Delay" (Section 4.2 above), no extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with CITY within fourteen (14) calendar days after the commencement of the delay; and (2) a written application therefore, stating in reasonable detail the causes, the effect to date, and the probably future effect on the performance of SELLER under the Agreement, and the portion or portions of the Work affected is filed by SELLER with CITY within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Agreement. CITY shall make its determination within thirty (30) calendar days after receipt of the application.

5. WARRANTY

As set forth in Master Contract, SELLER hereby warrants and guarantees to CITY that all of the goods and equipment of the Bus contemplated in this Agreement shall be free from defects in material and workmanship for the periods specified in **Exhibit C** with respect to the entire Bus, subsystems and/or components.

6. NONDISCRIMINATION

In the performance of this Agreement, SELLER represents and agrees that SELLER, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, creed, color, religion, national origin, ancestry, sex, marital status, age, sexual orientation, handicap, or disability, in accordance with the requirements of state and federal. Such discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7. SUBCONTRACTORS

SELLER shall not subcontract any portion of the services to be performed under this Agreement without the prior written consent of CITY, which may be withheld for any reason or for no reason. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement. No person or firm whose name is included in the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporating Labor Standards Provisions shall be eligible to subcontract on any portion of this Agreement.

8. PROHIBITION AGAINST TRANSFERS

SELLER shall not assign, sublease, or transfer this Agreement or any interest or obligations herein directly or indirectly, by operation of law or otherwise during the term of this Agreement or during the operation of any of the warranties set forth in Section 5 without the prior written consent of CITY. As a condition to any assignment or transfer, any prospective assignee or transferee shall also assume the obligations to CITY pursuant to this Agreement, including the warranties set forth in Section 5. Any attempt to assign, sublease, or transfer this Agreement without prior written consent of CITY shall be null and void, and any assignee, sublessee, or transferee shall acquire no right or interest by reason of such attempted assignment, or transfer.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of SELLER, or of the interest of any general partner or joint venturer or syndicate member or covenant, if SELLER is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of SELLER, shall be construed as an assignment of this Agreement. For purposes of this Agreement, "control" means the ownership fifty percent (50%) or more of the voting power of the corporation.

9. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered 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:

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

With a copy to: City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
(323) 887- 4643 (Fax)
akendricks@montebellocal.ca.gov

If to SELLER: NEW FLYER of America, Inc.
Attn: Chris Stoddart, President
711 Kernaghan Avenue
Winnipeg, Manitoba
Canada R2C 3T4
(204)224-6387
Chris_stoddart@newflyer.com

10. INDEMNIFICATION

10.1. Indemnification for Acts or Omissions of SELLER. SELLER shall defend, indemnify, and hold harmless CITY, its elected and appointed officials, boards and commissions, officers, agents and employees (collectively hereinafter the "CITY") against any or all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, reasonable attorneys' fees, costs and expenses, which may accrue against the CITY arising out of, or resulting from the acts or omissions of SELLER or its officers, agents, employees, subcontractors or subconsultants, or related corporations attributable to its performance under this Agreement.

10.2. Indemnification for Claims Brought By Subconsultants of SELLER. In addition to Subsection 10.1, SELLER shall defend, indemnify, and hold harmless the CITY, from and against any and all proven third party damages, including reasonable attorneys' fees occurring or resulting to any and all persons, firms, or corporations employed or contracted by SELLER or its subcontractors or subconsultants in connection with its performance under this Agreement.

11. INSURANCE

During the Term of this Agreement, SELLER 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 SELLER'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 SELLER 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. SELLER 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 SELLER for CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, SELLER 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.

If SELLER maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by SELLER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

SELLER 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, 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. SELLER 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 SELLER'S expense, the premium thereon.

At all times during the Term of this Agreement, SELLER 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. SELLER shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

SELLER 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. SELLER 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 SELLER's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit SELLER, and SELLER's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. SELLER hereby waives all rights of subrogation against CITY. SELLER 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. SELLER'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, SELLER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or SELLER shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by SELLER shall not be construed as a limitation of SELLER's liability or as fall performance of SELLER's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by failure of SELLER to comply with this section.

12. TERMINATION

12.1. Notice of Default and 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.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting

party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a nonmaterial breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the nonmaterial breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

12.2. Termination Without Cause. CITY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) days' written notice to SELLER as provided herein.

12.3. Payment Upon Termination.

If CITY terminates this Agreement as provided in Section 12.2, titled "Termination Without Cause", of this Agreement, CITY shall then provide to SELLER the part of Compensation which would otherwise be payable to SELLER for services completed as of the date of termination, including costs, contract close-out costs and profit on work performed, less the amount previously paid or withheld with respect to the Compensation. If CITY terminates this Agreement as provided in Section 12.1, titled "Notice of Default and Termination", of this Agreement, CITY shall then provide to SELLER the part of Compensation which would otherwise be payable to SELLER for services completed as of the date of termination, less the amount previously paid or withheld with respect to the Compensation, which shall not include costs, close-out costs or profit on work performed.

12.4. Expiration. After full acceptance of the single Bus contemplated in this Agreement by CITY, this Agreement shall expire upon full payment of the Compensation by CITY to SELLER. Notwithstanding the foregoing, the Warranty Agreement shall remain in effect despite expiration of this Agreement.

13. REMEDIES FOR BREACH OF CONTRACT

13.1. Litigation Expenses. If any legal action or other proceeding is brought by either Party for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred in that action or proceeding, in addition to any other relief to which the prevailing party may be entitled.

13.2. Liability of SELLER. SELLER shall be responsible for all damages resulting in whole or in part from the acts or omissions of SELLER or its subconsultants or subcontractors. Nothing in this Agreement shall constitute a waiver or limitation of any legal rights or remedies which CITY may have under this Agreement or under applicable law.

13.3. Liability of CITY CITY's contractual obligations to SELLER shall be limited to the payment of the Compensation provided for in this Agreement. In no event shall CITY be liable for any special, consequential, indirect or incidental damages arising out of or in connection with this Agreement unless otherwise specified herein.

14. DISPUTE RESOLUTION

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any legal action or proceeding is necessary to enforce any provision of this Agreement or for breach of this Agreement, the prevailing party shall be entitled to receive from the opposing party all costs and expenses and such amount as may be adjudged to be reasonable attorney's fees. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by the prevailing party as well as any attorneys' fees paid to outside attorneys in connection with the action.

15. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Los Angeles County, State of California.

16. COMPLIANCE

It is agreed that SELLER shall comply with and shall require its subcontractors to comply with all applicable local, state and federal laws and regulations including but not limited to those set forth in the Master Contract.

17. DAYS

Any term in this Agreement referencing days of performance shall be deemed to be calendar days and not work (or business) days.

18. BINDING ON ASSIGNS

Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective Parties.

19. INDEPENDENT CONTRACTOR

SELLER is an independent contractor. As such, SELLER shall have no power or authority to incur any debt, obligation or liability on behalf of CITY. SELLER is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by CITY for its employees.

20. SEVERABILITY

For purposes of this Agreement, if any provision of this Agreement is deemed to be invalid or illegal, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

21. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement, and all Parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein in a timely manner.

22. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

23. CAPTIONS

The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement or any part or parts of this Agreement.

24. CONSTRUCTION

In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any Party, it being agreed by the Parties or their agents having all participated in the preparation of this Agreement.

25. COOPERATION/FURTHER ACTS

The Parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign such additional documents as may be necessary, appropriate and convenient as related to.

26. REFERENCES

All references to SELLER with respect to this Agreement shall include all personnel, employees, agents and subcontractors of SELLER.

27. WAIVER

A waiver by either Party of any breach or default of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant, or condition contained herein, whether of the same or a different character. No waiver, benefit, privilege or service voluntarily given or performed by one Party shall give the other any contractual right by custom, estoppel, or otherwise.

28. ENTIRE AGREEMENT; MODIFICATION

This Agreement in addition to the attached Exhibits, contains the entire agreement between CITY and SELLER and supersedes any prior or written statements or agreement between the Parties.

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. No attempted waiver of any of the provisions herein, nor any change, amendment or modification of this Agreement shall be effective unless in writing and signed by the Party against whom the same is sought to be enforced.

29. RISK OF LOSS.

CITY shall assume risk of loss of the Bus on delivery. Prior to delivery, SELLER shall bear the risk of loss of the Buses.

30. TITLE.

Title to the Buses shall pass to CITY upon acceptance of the Bus by CITY.

31. PRICE ADJUSTMENTS DUE TO REGULATORY CHANGES.

Notwithstanding anything else to the contrary contained herein, in the event that a price adjustment is required in respect of changes that are mandatory as a result of legislation or regulations that become effective after the date of the proposal submission, such price adjustment shall be negotiated in good faith by CITY and SELLER.

32. SUBJECT DATA.

All "subject data", including specifications, technical data, records and reports, engineering drawings (including shop drawings and working drawings), manuals and instruction materials and computer or microprocessor software that is delivered or specified to be delivered under this Agreement shall remain the property of SELLER; provided however, CITY shall have a royalty-free, non-exclusive, non-transferable and irrevocable license to use such subject data only for the purposes of operating and maintaining the Buses.

33. EFFECTIVE DATE.

Unless otherwise specified herein, this Agreement shall become effective as of the date on which the last of the Parties, whether SELLER or CITY, executes said Agreement.

34. SIGNATURES.

SELLER affirms that the signatures, titles, and seals set forth hereinafter in execution of this Purchase Agreement represents all individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

[SIGNATURE PAGE TO FOLLOW]

PURCHASE AGREEMENT NO. 4183

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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.

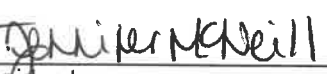
CITY OF MONTEBELLO, a California municipal corporation
("CITY")

NEW FLYER OF AMERICA INC.
("SELLER")



Raul Alvarez, City Manager

Date: 3/19/24

Chris Stoddart, President
Jennifer McNeill - Vice President Sales & Marketing
Date: 3/14/24

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4231
WITH CENTER FOR TRANSPORTATION AND THE ENVIRONMENT, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **October 23, 2024** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Center for Transportation and the Environment, Inc., an out of state corporation registered to do business in California (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional to provide recommendations and guidance for activities specific to hydrogen fuel storage, monitoring, dispensing, fire suppression, and infrastructure modifications to existing facilities to accommodate for daily fueling and maintenance; and

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

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

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

WHEREAS, the CONSULTANT responded to CITY's Request for Proposal dated July 25, 2024 ("RFP No. 24-21"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Consultant Proposal").

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement comprised of Sections 1 through 25.
- b. RFP No. 24-21, attached hereto as **Exhibit "A"**;
- c. The CONSULTANT'S Proposal to RFP No. 24-21 dated August 29, 2024, attached hereto as **Exhibit "B"**.
- d. CONSULTANT'S "Best and Final Offer" to RFP No. 24-21 dated October 10, 2024, attached hereto as **Exhibit "C"**.

PROFESSIONAL SERVICES AGREEMENT NO. 4231

Page 2 of 12

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

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

SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in RFP No. 24-21 and Consultant's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

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

C. CONSULTANT shall be compensated at a sum not-to-exceed **Eight Hundred Ninety-Four Thousand Twenty-One Dollars (\$894,021)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONSULTANT shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONSULTANT shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

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

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

SECTION 3. TERM.

This Agreement shall commence on **October 23, 2024**, and shall terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **April 30, 2027** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein..

SECTION 4. PERFORMANCE.

a. The 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.

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c. The CONSULTANT shall perform the services in accordance with all CITY ordinances, rules and regulations, and standard operating procedures applicable to the services provided by CONSULTANT and shall adhere to 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 for a period of three (3) years following final payment by the CITY. 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. Notwithstanding the foregoing, title to and rights to any previously-developed the CONSULTANT's intellectual property utilized in performance of this Agreement shall remain with the CONSULTANT. To the extent any deliverables include CONSULTANT's previously-developed intellectual property that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, the CONSULTANT hereby grants the CITY a perpetual, royalty-free, fully-paid, irrevocable license to use such intellectual property for the use(s) contemplated herein. Such previously-developed intellectual property may constitute, but is not limited to, databases, software programs, models, templates, procedures, techniques, methodologies, training materials, designs, prototypes, plans and other works provided or delivered to the CITY 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 request. 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").

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SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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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 perform the services in accordance 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 sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property to the extent caused by the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

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

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

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

- **Worker's Compensation** insurance as required by the laws of the

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State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

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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.

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c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

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

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

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: Raul Alvarez, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200
With a copy to:	City of Montebello – Montebello Bus Lines Attn: John Soria, Director of Transportation 400 South Taylor Avenue Montebello, CA 90640 (323) 558 -1625 x 1116 jsoria@montebellocal.gov
If to Consultant:	Center for Transportation and the Environment, Inc. Attn: Daniel J. Raudebaugh, Executive Director 730 Peachtree Street, Suite 450 Atlanta, GA 30308 (404) 518 - 2322 dan@cte.tv

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4231

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

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

**CENTER FOR TRANSPORTATION
AND THE ENVIRONMENT, INC.**


Raul Alvarez (Nov 19, 2024 17:49 PST)
Raul Alvarez, City Manager


Daniel J. Raudebaugh, Executive
Director

Date: 11/19/2024

Date: 11/19/2024

ATTEST:


Christopher Jimenez (Nov 19, 2024 19:45 PST)
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman (Nov 19, 2024 18:50 PST)
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 24-21
- Exhibit B – Consultant's Proposal to RFP No. 24-21 dated August 29, 2024
- Exhibit C – Consultant's "Best and Final Offer" to RFP No. 24-21 dated October 10, 2024

May 8, 2025

Ms. Elizabeth Franco
400 S Taylor Ave
Montebello, California
90640



Attn: 2025 Periodic Inspections

Dear Ms. Franco,

The Center for Transportation and the Environment (CTE) is pleased to provide the Scope of Work (SOW) and estimated billings for periodic inspections to be performed on three New Flyer FCEBs associated with the City of Montebello's Zero-Emission Bus Facilities and Fleet Transition Plan. This work will be completed in accordance with Professional Services Agreement No. 4231 between CTE and the City of Montebello.

Periodic Inspections

Throughout the build and prior to delivery, CTE's inspector shall perform four on-site inspections including period production inspections and a final configurations audit with approval to ship the first article. The goal of the inspections is to confirm that the buses meet Transit Agency's specifications and that the bus manufacturer is adhering to OEM's quality control and quality assurance standards.

Deliverable	Payment Schedule	Fee
Periodic Inspection 1	Invoiced at Completion	\$13,750
Periodic Inspection 2	Invoiced at Completion	\$13,750
Periodic Inspection 3	Invoiced at Completion	\$13,750
Periodic Inspection 4	Invoiced at Completion	\$13,750
Total		\$55,000

Please contact me or Cynthia Gibson at 470.233.1451 or at cynthia@cte.tv if you have questions or need additional information regarding these proposed services. We look forward to continuing to support the City of Montebello in transitioning to a zero-emission future.

Sincerely,

Daniel J. Raudebaugh
Executive Director
404-518-2322
dan@cte.tv

www.cte.tv

ATLANTA, GA | ST. PAUL, MN | BERKELEY, CA | LOS ANGELES, CA

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4326
WITH CENTER FOR TRANSPORTATION AND THE ENVIRONMENT, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 28, 2025** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and CENTER FOR TRANSPORTATION AND THE ENVIRONMENT, INC. an out of state corporation registered to do business in California (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 periodic bus-build inspection services in support of the City's procurement of hydrogen Fuel Cell Electric Buses (FCEBs); and

WHEREAS, pursuant to the City's Purchasing Ordinance, Chapter 3.20.050(C), the CITY is authorized to enter into this Agreement without a formal bidding process as the services fall under the standardization exemption, allowing continued use of specialized services to maintain consistency with existing technologies and systems already in use by the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its specialized experience in hydrogen vehicle technologies, and inspection services, and through the training, education, and expertise of its principals and employees; and

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

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

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. Proposal referenced and received by the successful proposer.

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3. All other documents, including but not limited to all applicable bonds, insurance certificates, notices, schedules, forms, certifications, and affidavits.
- b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

- a. All terms, conditions, requirements, and provisions of the proposal submitted by the Center for Transportation and the Environment, Inc. (CTE) for bus build inspections, as presented to the City of Montebello and attached hereto as **Exhibit "A,"** are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.
- b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide BUS BUILD INSPECTIONS services as set forth fully in the proposal submitted by the CONSULTANT, as outlined in Exhibit "A" hereto and incorporated fully herein by this reference (hereinafter referred to as "Professional Services").
- c. The CONSULTANT shall be compensated at a sum not-to-exceed **FIFTY-FIVE THOUSAND DOLLARS (\$55,000) + 10% Contingency (\$5,500)** (the 'Maximum Compensation') for the performance of the cost proposal set forth in Exhibit 'C'. The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

- a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.
- b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

- a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.
- b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

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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

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shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including

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but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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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: Principal Risk Officer
1600 West Beverly Boulevard
Montebello, CA 90640
Email: kaghili@montebellocity.gov

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

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

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

i. The general liability and automobile policies of insurance required by this

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

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

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and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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

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

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

SECTION 22. NOTICE.

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

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

With a copy to: City of Montebello – Department of Transportation
Attn: John Soria, Director of Transportation
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 558-1625 ext. 1315
Email: JSoria@montebellocity.gov

If to Consultant: Center for Transportation and the Environment, Inc.
Attn: Daniel J. Raudebaugh, Executive Director
730 Peachtree Street, Suite 450
Atlanta, GA 30308
(404) 518-2322
Email: Dan@CTE.tv

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")

**CENTER FOR TRANSPORTATION
AND THE ENVIRNMENT, INC.**

Raul Alvarez, City Manager

Daniel J. Raudebaugh, Executive
Director

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Consultant Proposal for Services
- Exhibit B – Schedule of Compensation



ITEM # 30

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: **ADOPT RESOLUTION NO. 25-32 APPROVING MONTEBELLO BUS LINES' 2025 TITLE VI PROGRAM**

DATE: May 28, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-32 approving Montebello Bus Lines' (MBL) 2025 Title VI Program; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the recommended action. The City of Montebello operates MBL to provide fixed route transportation services to the City and the surrounding communities. As a recipient of local, state, and federal funding, the City must adhere to state and federal regulations. Approving MBL's 2025 Title VI Program will ensure compliance with the Federal Transit Administration (FTA) and the U.S. Department of Transportation (DOT) mandated requirements and enable the City to continue receiving federal financial assistance.

BACKGROUND/DISCUSSION:

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. As an eligible recipient of FTA funding, the City must comply with the DOT Title VI Program, which demonstrates that no transit program or service provided by the City creates discrimination toward any person on the grounds of race, color, and national origin. The Title VI Program must be updated every three (3) years and submitted to the FTA for

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 28, 2025

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review and approval. The City's current Title VI Program was adopted in December 2022, and an updated Title VI Program is due to FTA for review and approval by June 1, 2025.

An updated Title VI Program (Attachment B) was prepared in accordance with FTA Circular 4702.1B, dated June 2025. This program ensures the City's commitment that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services based on race, color, or national origin. The Title VI Program requirements are as follows:

- Title VI Notice to the Public
- Title VI Complaint Procedures
- Title VI Complaint Form
- Public Participation Plan
- Language Assistance Plan
- Table of membership of non-elected committees and council
- Sub-recipient monitoring
- Copy of meeting minutes and resolutions of approval of Title VI Program

Staff recommend that the City Council consider approving the Title VI Program for submission to the FTA.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council adopt Resolution No. 25-32 (Attachment A), approving the Title VI Program (Attachment B); and direct staff to take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Resolution No. 25-32
2. Attachment B – MBL's Title VI Program

RESOLUTION NO. 25-32

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, APPROVING MONTEBELLO BUS
LINES' 2025 TITLE VI PROGRAM**

RECITALS

WHEREAS, the City of Montebello Department of Transportation – also referred to as Montebello Bus Lines (MBL), is an eligible recipient of federal financial assistance for transit services; and

WHEREAS, the City of Montebello (the “City”), as a transit bus owner – operator by and through MBL provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, to qualify for federal financial assistance, the City is required to adhere to Title VI of the Civil Rights Act of 1964 regulations that prohibit discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, to ensure compliance with Title VI regulations the USDOT’s Federal Transit Administration (FTA) issued Circular 4702.1B which sets out criteria for Title VI compliance; and

WHEREAS, as part of FTA’s Title VI requirements, the City must submit the Title VI Program; and

WHEREAS, City staff has prepared the 2025 Title VI Program, including the Language Assistance Plan and Public Participation Plan to comply with Title VI of the Civil Rights Act, and as a commitment to ensure no person is discriminated against on the basis of race, color, or national origin; and

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

SECTION 1: That the City Council hereby approve and adopt the Title VI Program attached hereto as Attachment A, and that said policy take effect immediately.

RESOLUTION NO. 25-32

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APPROVED AND ADOPTED THIS 28TH DAY OF MAY 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-32 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 28th day of May 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

TITLE VI PROGRAM

JUNE 2025



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Appendix A: Title VI Notice of Civil Rights, Title VI Complaint Process and Forms

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Appendix C: Public Participation Plan

Appendix D: Resolution of Approval by Governing Board, Sample Certifications and Assurances

DRAFT

1. Montebello Bus Lines Overview

A. Purpose and Applicability

The Federal Transit Administration (FTA) within the U.S. Department of Transportation (DOT) requires that federally funded transit agencies submit a triennial program to ensure compliance with Title VI of the Civil Rights Act of 1964. Title VI regulations were set forth to assure equal access to transit services regardless of race, ethnicity, gender, or income. To demonstrate compliance with these provisions, Montebello Bus Lines (MBL) is submitting this Program in accordance with Title 49 CFR Section 21.9(b) and FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," and Presidential Executive Order 13166—Improving Access to Services for Persons with Limited English Proficiency (LEP).

Title VI requirements apply to all MBL programs, the Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal funds. Simply stated, MBL is to ensure that none of its activities or programs treat any part of a community any differently than another.

B. Policy and Objectives

MBL wholeheartedly adopts Title VI requirements into its programs, activities and services. MBL is committed to achieving full compliance and expects every manager, supervisor, employee, and subrecipient of federal-aid funds (if applicable) administered by MBL to be aware of and apply the intent of Title VI and related nondiscrimination statutes in performing assigned duties. MBL and its personnel are firmly committed to its Title VI Program objectives, which are designed to:

- Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner;
- Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin;
- Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.

This Program was prepared through an agency-wide effort to ensure that the level and quality of MBL's services are provided in a non-discriminatory, safe, reliable and equitable manner. MBL ensures that full and fair participation is offered to all those that reside, work, travel and participate in MBL's programs and services. To demonstrate MBL's commitment to Title VI of the Civil Rights Act of 1964 and related statutes, this policy has been formally adopted and signed by MBL's highest ranking officer.

City Manager

Date

C. Background of the City

The City of Montebello is located nine miles east of downtown Los Angeles. The City is surrounded by the cities of Monterey Park and Rosemead to the north, City of Commerce to the south, Los Angeles and East Los Angeles to the west, and the City of Pico Rivera to the east. The City covers an area of 8.33 square miles. The 2020 Decennial Census reports a population of 62,640 which gives the City a population density of 7,519 persons per square mile. The City is primarily Hispanic accounting for 79% of the population; followed by Asian who account for 13.4% of the population; and White Non-Hispanic accounting for 6.6% of the population.

D. Background of Montebello Bus Lines

Transportation service began in the City of Montebello in 1910 with one motorized coach. The City of Montebello was predominantly an agricultural community; however, World War I and the discovery of oil in the Montebello Hills quickly changed the community. By 1917, there were four private companies competing for passengers among the influx of workers drawn to the area.

In 1922, two years after the incorporation of the City of Montebello, the City officially began a municipal bus service. Six years later, the City sold the operation to Motor Transit Company, a division of the Southern Pacific Railroad. The Motor Transit Company later became Pacific Electric; operators of the famed "red cars". In 1931, the City established Montebello Bus Lines (MBL) with the acquisition of a bus terminal on Greenwood Avenue and the purchase of the lines from Pacific Electric.

Currently, MBL serves millions of passengers a year throughout the communities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Montebello, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon and Whittier. Within this area, MBL provides connecting service to high demand rail stations such as the Montebello / Commerce Metrolink station, Metro Blue Line, Metro Red Line and four stations along the newly constructed Metro Gold Line; as well as connects with multiple transit providers in the heavily congested Downtown Los Angeles area. Montebello Bus Lines provides important regional connections within the eastern region of Los Angeles County.

Moreover, during its peak period, MBL operates forty-nine (49) revenue transit vehicles that provide service throughout several urbanized areas in Los Angeles County (number not inclusive of contingency vehicles). MBL also maintains and services 862 bus stops.

E. Current Service Provided

Montebello Bus Lines currently runs 8 fixed route transit lines within the eastern portion of Los Angeles County. The image below is of the System Map. The table below is a breakdown of the transit routes by service days. Routes 10 through 40 operate Monday through Sunday. Route 50 operates Monday through Saturday and Routes 60, 70, and 90 operate weekdays only. In addition to bus service, MBL also provides a demand-response taxi service for elderly and disabled residents 24 hours per day, seven days a week through taxi contractors and demand response service from the Montebello Metrolink Station using a subcontractor (operating funds).

[illegible]

Service Days by Line

Line	Description	Service Days		
		Weekday	Saturday	Sunday
10	Service from East Los Angeles College, Monterey Park to Whittwood Mall, Whittier	x	x	x
20	Service from San Gabriel Blvd., Rosemead to Telegraph Road, Montebello	x	x	x
30	Service from South Gate to San Marino via Garfield Avenue	x	x	x
40	Service from City of Whittier to Downtown Los Angeles	x	x	x
50	Service from La Mirada to Downtown Los Angeles via Washington Blvd	x	x	
60	Service from San Gabriel River Parkway to Telegraph Road in Pico Rivera	x		
70	Metrolink Station, Montebello to Montebello Town Center	x		
90	Express Service to Downtown Los Angeles from Norwalk Blvd, Whittier	x		

2. General Requirements

The City of Montebello adheres to the Title VI regulations (49 CFR part 21) and ensures that the public is well advised of MBL's Title VI Policy and Complaint Procedure in this regard. This Program shall clarify roles, responsibilities, and procedures to ensure compliance with Title VI and related nondiscrimination statutes. This Program was prepared in accordance with:

- Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (Public Law 200-209)
- 49 CFR Part 21 (Transportation)
- FTA C 4702.1B Circular
- DOT Guidance of 2001: To Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries and Executive Order 13166 of August 11, 2000
- Executive Order 12898 of February 1994: Environmental Justice Executive Order

A. Title VI – Notice of Civil Rights

The MBL Title VI Notice of Civil Rights is included on MBL's website, MBL's Transit Customer Service Office, bulletin boards near City Council Chambers, and displayed on interior bus cards (Appendix A). MBL's Title VI Notice of Civil Rights states the following:

Notice of Civil Rights

Montebello Bus Lines (MBL) operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. In addition to Title VI, MBL also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation. Any person who believes they have been aggrieved by any discriminatory practice may file a signed written complaint with Montebello Bus Lines within 180 days of the alleged discrimination by sending a letter to MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. For more information on MBL's civil rights program, and the procedures to file a complaint; you may call us at (323) 558-1625 or visit www.ridembl.com.

B. Dissemination of Title VI Notices to the Public

MBL acknowledges the need to notify the public on their civil rights under Title VI requirements for all its services, projects and activities. MBL has prepared a *Title VI Complaint Process and Forms* that details the Title VI Notice of Rights afforded under the Civil Rights Act of 1964.

MBL will use various methods to disseminate the Title VI Public Notice regarding the public's rights and obligations. The Title VI Public Notice will be disseminated in English, Spanish, Korean, Vietnamese, Chinese, and Tagalog:

- On the MBL's website at: https://www.montebellocal.ca.gov/departments/transit/civil_rights/title_vi_compliance
- At the MBL Transit Customer Service office
- At minority and low-income organization offices

- At public and project meetings on subjects related to the MBL
- At transit stations
- On transit vehicles interior bus cards

C. Title VI Complaint Process and Procedures

Any person who believes that they have been subjected to discrimination on the basis of race, color, or national origin may file a Title VI complaint with MBL. MBL employs a zero-tolerance policy relative to alleged acts of discrimination and posts the process for filing a complaint on the Department of Transportation website. The Title VI Complaint Form may be printed from the www.ridembl.com website or may also be requested from MBL Customer Service who can be reached at (323) 558-1625. The Title VI Complaint Form is also available for pickup at the Department of Transportation, 400 S. Taylor Avenue, Montebello. The completed signed form must be returned to Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Complaints must be filed within one hundred and eighty (180) days of the date of the alleged discrimination and should include the following information:

1. Complainant's name, address, and contact information (i.e., telephone number, email address, etc.)
2. Description of how, when, where, and why complainant believes the discrimination occurred. In addition, the location, names, and contact information of any witnesses should also be included.

All complaints alleging discrimination based on race, color or national origin relative to a service or benefit provided by MBL will be recorded. MBL staff will forward the Title VI complaint to the Director of Transportation and will provide appropriate assistance to complainant(s), including those persons with disabilities, or who are limited in their ability to communicate in English. MBL will make every effort to resolve such complaints in a quick and expeditious manner. In instances where additional information is needed for assessment or investigation of the complaint, MBL will contact the complainant within 15 working days. Failure of the complainant(s) to provide the requested information within the specified timeframe may result in the administrative closure of the complaint.

MBL will investigate the complaint and prepare a response subject to review by MBL's Director of Transportation. If appropriate, MBL may administratively close the complaint and advise the complainant(s) of his / her right to file a complaint externally. The complainant(s) will also be advised of his / her right to appeal the response to Federal and State authorities as appropriate. MBL will employ every effort to respond to a Title VI complaint within sixty (60) working days of its receipt of such complaint, unless a complaint is filed with MBL and an external entity simultaneously as noted previously.

MBL will send a final written response to the complainant(s) and advise the complainant(s) of his / her right to file a complaint externally. MBL will make every effort to respond to Title VI complaints within sixty (60) working days of its receipt of such complaints.

In addition to the MBL Title VI Complaint Process, a complainant may file a Title VI complaint directly with the U.S. Department of Transportation:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team East Building,
5th Floor – TCR 1200
New Jersey Avenue, SE Washington, DC 20590

D. Language Assistance Plan

Individuals who have a limited ability to read, write, speak, or understand English are limited English proficient, or “LEP”. Consistent with MBL’S Language Assistance Plan, reasonable efforts will be made to engage LEP populations utilizing techniques such as the development of public notices in appropriate non-English languages that will provide contact information where individuals can be informed of the affected project or services to provide input or comments. MBL will utilize the U.S. Census American Community Survey Data to identify LEP groups through guidance from Title VI Circular 4702.1B.

MBL’s Language Assistance Plan is provided as Appendix B.

E. Public Participation Plan

MBL acknowledges public involvement is fundamental and essential in achieving equitable programs, services, and activities. In accordance with the current guidelines relative to Title VI, MBL has prepared a Public Participation Plan which describes proactive public outreach strategies and procedures to promote and monitor public involvement of all persons, including, but not limited to, minority individuals, persons with Limited English Proficiency (LEP), low-income populations, employees, the general public, public transit users, and other interested parties in communities affected by MBL programs and services in transit planning/decision-making activities. MBL seeks out and considers the viewpoints of all communities in the course of conducting public outreach and involvement activities.

MBL’s Public Participation Plan is provided as Appendix C.

F. Racial Breakdown of Non-Elected Councils

MBL has several commissions and committees that discuss transit matters, including the Traffic and Safety Commission, the Planning Commission, the Civil Service Commission, the Culture and Recreation Commission, the Youth Commission, and the Investment Committee, all of which are comprised of non-elected officials.

Currently, the racial breakdown of the Commissions are as follows:

Racial Breakdown of Non-Elected Commissions								
Commission	Gender	White	African American	Hispanic/Latino	Asian	Pacific Islander	Alaskan/Native American	Other
Fiscal Accountability and Investment Committee								
	Vacant							
	Vacant							
	Vacant							
	Vacant							
	Vacant							
	Vacant							
	Vacant							
Parks and Recreation Commission								
	M			x				
	M			x				
	M			x				
	M			x				
	F			x				
Personnel Advisory Commission								
	M			x				
	M			x				
	M			x				
	F			x				
	F			x				
Planning Commission								
	F			x				
	M			x				
	M			x				
	F			x				
	Vacant							
Youth and Education Commission								
	F			x				
	F			x				
	Vacant							
	Vacant							
	Vacant							
Traffic Committee								
	M				x			
	M			x				
	F			x				
	F			x				
	F			x				
	Vacant							

City of Montebello commissions consist of five members, all members who currently serve are minorities. The highest two minority representation groups are Hispanic/Latino and Asian, with Hispanic/Latino representing the highest minority representation. The minority representation aligns with MBL's demographic data which states that Hispanic/Latino and Asian are the largest percentages of MBL's minority population. The gender representation within the commissions is fairly equal, with 52% of filled seats being male and the remaining 48% being female. Commission vacancies are advertised in LEP languages to allow for inclusivity of LEP communities. This will help us attract a diverse pool of applicants who are passionate about serving the community

G. Sub-Recipient Monitoring

MBL does not currently have any sub-recipients. However, if the situation were to change in the future, any sub-recipient would be held to the same standard as the MBL relative to Title VI regulations (49 CFR part 21).

H. Determination of Site Location of Facilities

To ensure compliance with 49 CFR Section 21.9, MBL is required to conduct a Title VI equity analysis for new locations or facilities in order to ensure that locations are selected without regard to race, color, or national origin. Since the last program submission, MBL has not approved construction of a transit facility.

I. Certifications and Assurance

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with DOT's Title VI regulations. MBL fulfills this when it submits its annual certifications and assurances to FTA. MBL will utilize FTA's website for the text of FTA's annual certifications and assurances. A copy of MBL's signed Annual FTA Certifications and Assurances has been included as Appendix D of this program.

J. Construction Impact Analysis

MBL has not constructed any new facilities (vehicle storage, maintenance, operation center, etc.) within the last reporting period. MBL does not currently have any ongoing construction projects that impact transit operations or services.

K. Information Dissemination

City staff disseminate information in advance of public meetings to allow for agendas to be prepared and made available for public review at Montebello City Hall and on the City of Montebello website: www.montebellocal.gov. Public notices regarding public hearings are advertised in English and posted at public facilities. Notices of service changes and upcoming events are posted in English and Spanish on our social media pages (Instagram, Facebook, and Twitter). Outreach is also conducted with community groups at senior citizen centers, senior housing complexes, local school districts and other community venues; and notices are distributed to MBL patrons.

3. Requirements for Fixed Route Transit Operators

A. Systemwide Service Standards and Policies

In accordance with FTA obligations, the MBL Title VI Program reports on a variety of information and analyses to demonstrate compliance with the Title VI requirements as contained in the Civil Rights Act of 1964; and with other regulations governing the topic. Based upon FTA Circular 4702.1, the following information provides documentation demonstrating that MBL has followed Title VI and is indicative of MBL's commitment to providing high-quality transportation services to all the communities within the MBL service area.

1. Service Overview

As previously stated, MBL provides public transportation services within the City of Montebello and the surrounding communities of Alhambra, Bell Gardens, Commerce, La Mirada, Los Angeles, Monterey Park, Pico Rivera, Rosemead, San Gabriel, Santa Fe Springs, South Gate, Vernon and Whittier. MBL operates eight fixed-route services; all lines operate Monday through Friday as a basic service pattern. Lines 10, 20, 30, 40, and 50 provide service on Saturdays and Lines 10, 20, 30, and 40 also operate on Sundays.

MBL operates a fleet of sixty-six (66) buses, inclusive of five (5) hybrid / gasoline buses, forty-four (44) CNG buses, and a contingency reserve fleet of seventeen (17) buses (consisting of three (3) electric / battery rebuilds and fourteen (14) hybrid / gasoline buses). The older hybrid / gasoline buses will be phased out of operation in accordance with the MBL fleet replacement program / schedule to comply with the state's Air Quality Management District requirements. The entire fleet is equipped with wheelchair lifts, kneeling devices, radios, air conditioners, bike racks, security cameras and other standard operating equipment.

In addition to the fixed-route service, MBL provides demand response Dial-A-Taxi services for the elderly and disabled. Dial-A-Taxi services are available twenty-four hours a day, seven days a week, including holidays. MBL also participates in the mandated para-transit transportation program for Los Angeles County provided by ACCESS Services, a local public entity established to meet the Americans with Disabilities Act.

2. Vehicle Load

MBL's fixed-route service utilizes standard coaches that are forty (40) feet long, with seating capacity for thirty-eight to thirty-nine passengers respectively; standing capacity is twenty respectively, with two wheelchair tie-down positions on each vehicle. A breakdown of MBL's current fixed-route vehicles is captured below:

MBL Fixed Route Fleet						
Year	Make	Model	Seats	Length	Fuel Type	Total Owned
2008	New Flyer / Rebuild	Low Floor	38	41'	Electric Battery	3
2009	New Flyer	Low Floor	38	35'	Hybrid Gas	4
2009	New Flyer	Low Floor	38	40'	Hybrid Gas	15
2010	New Flyer	Low Floor	38	40'	CNG	3
2011	New Flyer	Low Floor	38	40'	CNG	4
2013	New Flyer	Low Floor	38	40'	CNG	8
2016	New Flyer	Low Floor	38	40'	CNG	7
2018	New Flyer	Low Floor	38	40'	CNG	5
2020	New Flyer	Low Floor	38	40'	CNG	1
2021	New Flyer	Low Floor	39	40'	CNG	9
2023	New Flyer	Low Floor	39	40'	CNG	7
Total:						66

To ensure that routes do not become overcrowded, upgraded frequencies are provided when the average route load exceeds the standard. The vehicle load standard for Major Local service is 125% peak / 100% off peak, Minor Local Service and Express Service are 100% all day.

Vehicle load factors are regularly monitored through MBL's collection by an AVL (Automatic Vehicle Location) company and submitted into MBL's Remix software that captures and analyzes our daily ridership data. MBL will conduct additional surveys if comments or complaints are received relative to overcrowding on a given route.

3. Vehicle Headway

Market demand, performance standards, and availability of resources generally determine MBL's line-by-line headways. MBL has a very ambitious program to assess line-by-line load factors to determine whether higher frequencies are needed to meet the market demand.

Currently, MBL has three service categories including major local, minor local, and peak express. These categories are detailed as follows:

1. Major Local Service (Lines 10, 20, & 40) – These lines run at high frequencies and cover a long service day, with service provided late into the evening and on weekends. They serve major travel corridors with intensive demand: Beverly Boulevard, Whittier Boulevard, and Montebello Boulevard. The frequent service permits easy transfer between routes. **Headway standards for Major Local Service, 15-30' peak, 60' weekday off-peak, weekends, and holidays.**
2. Minor Local Service (Lines 30, 50, 60, & 70) – These lines generally run at lower frequencies than the major lines. This service provides access to major trip

generators and serves corridors with less transit-supportive land use, compared to major local service corridors. **Headway standards for Minor Local Service, 30-45' peak, 60' weekday off-peak, weekends, and holidays.**

3. Peak Express Service (Line 90) – This line provides weekday peak-hour express service from major activity centers and transit hubs in Montebello to downtown Los Angeles. The express service provides higher speed and limited stop service. **MBL's headway standards for Express Service is 30' peak.**

4. On-Time Performance

MBL has developed performance standards it relies upon to ensure that all patrons receive service that complies with MBL's on-time performance standards. On-time performance standards are 80% on time at time points, which is defined as 0-5 minutes from scheduled departure time. This applies to MBL's major local, minor local, and express service routes.

Additionally, MBL has an additional performance standard of .5% regarding buses leaving early, which is defined as instances in which buses were identified as leaving prior to the scheduled departure time. This is of particular concern to MBL as patrons who arrive by the scheduled departure time should be guaranteed their ride.

5. Service Availability (Transit Access)

One of MBL's primary service standards is to work diligently to distribute routes such that the majority of residents within MBL's service area are within a one-quarter mile walk of bus service. To achieve this, MBL provides its patrons access to a bus stop or station that falls within a one-quarter mile walk, to allow accessible transportation to all patrons.

Additionally, MBL also considers the density of MBL service areas when considering placement and distance between bus stops and stations, as the percentage of the total population within a one-quarter mile walk of routes might be higher in more densely populated areas than it would be in less densely populated areas.

MBL has identified that its' service areas with the greatest population densities primarily fall within minority and low-income tracts. In consideration of this, MBL's standards include a goal of implementing service access (for bus stops/stations) that is a shorter distance in minority and low-income tracts (more populated areas) than it would be in non-minority and non-low-income (less densely populated) areas, to ensure that there is no disparate impact or disproportionate burdens for our minority or low-income patrons.

MBL has made every effort to provide access to all public transit users and shares this practice with the regional provider, Los Angeles County Metropolitan Transportation Authority (Metro), who also ensures that there is an equal distribution of transit services throughout the region. In many areas, Metro provides service within a city block of MBL, as well as duplicate service on some routes.

B. Service Policies

MBL has adopted system-wide service policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. MBL's service policies differ from service standards in that they are not necessarily based on a quantitative threshold. MBL's service policies are categorized into two primary areas:

- Transit Amenities (Distribution of)
- Vehicle Assignment

1. Transit Amenities

Transit amenities refer to items of comfort, convenience, and safety that are available to MBL's general riding public. MBL has set a service policy to ensure equitable distribution of transit amenities across the system for all patrons.

MBL is housed in its own federally funded facility at 400 South Taylor Avenue, Montebello, CA 90640. The facility serves as MBL's headquarters, bus division/yard and maintenance facility. The location is perfectly situated in the center of MBL's service area and provides optimal access to manage its transit services; as such, the facility location does not result in a disparate impact.

It is MBL's policy to ensure equitable distribution of transit amenities across MBL's system where they have the decision-making authority and are within their jurisdiction to do so. MBL currently services 862 bus stops and has decision-making authority over 143 bus stops within MBL's jurisdiction (The City of Montebello). Of those 143 bus stops, 42 include shelters and the majority of the stops have poles, trash cans, benches and solar lighting systems for safety and convenience.

As a service policy, MBL has set the following standards to provide the stated amenities based on MBL line type:

Service Policy (All lines)		Service Policy (Major Lines)	
Benches	55%	Benches	65%
Trash Cans	55%	Trash Cans	65%
Poles	55%	Poles	65%
Shelters	25%	Shelters	35%

MBL lines 10, 20 and 40 (Major Service Lines) have displayed higher ridership from MBL's minority and low-income populations. Patrons who frequent these lines more heavily rely on this transportation for necessary rides to jobs and schools, therefore amenity standards in these areas have been raised accordingly to provide equal access.

MBL is currently finalizing its consulting work with Kimley-Horn. Phases 1 through 3 have been completed, during which a comprehensive inventory of all bus stops in MBL's system – both within and outside of the City's limits – was developed. Additionally, our consultants provided design and amenity recommendations reports to establish a standardized approach for bus stops. In phases 4 and 5, they will evaluate bus stops located within the City, offer more detailed recommendations, and will develop a construction RFP by the end

of FY 2025 for the development portion of the project.

Additionally, all bus stops within the City meet the requirements set forth in the Americans with Disabilities Act, relative to the clearance dimensions for the location of the bus stop amenities. In addition, MBL is committed to providing its patrons with clean and safe waiting areas. As such, MBL contracts out all maintenance and custodial services of the bus stops to ensure that the bus stops are clean and safe for its patrons in all communities served.

2. Vehicle Assignment

Vehicle assignment refers to the process by which transit vehicles are placed into service in depots and on routes throughout MBL's system. MBL's service policies for vehicle assignment are based on several factors, including but not limited to the age, size, and type of vehicle.

As a general service policy, MBL aims to assign vehicles with more capacity to routes with higher ridership and/or during peak periods. This includes assigning higher capacity vehicles to MBL's Major Local Service and Express Services lines. Additionally, MBL works to ensure that the age of vehicles assigned to minority and low-income lines does not exceed the system-wide average.

4. City of Montebello Title VI Resolution

A copy of the Resolution of the City Council of the City of Montebello approving and adopting the MBL Title VI Program Report is provided in Appendix D.

5. Conclusion

MBL is committed to its mission "To provide superior transportation services to Montebello and surrounding communities." Further, the agency understands the need to align the mission with stated goals and objectives. In addition, MBL must accomplish said goals within the framework of established FTA regulations, in particular Title VI. MBL strives to promote fiscal responsibility and a culture of integrity, cultivates a work environment that fosters performance and high morale; and consistently works to enhance customer service. In doing so, MBL employees are focused and effective which leads to increased operational efficiency, higher revenues, sustained public trust and confidence while fulfilling community interests and needs; and accomplishing the mission of the organization.

TITLE VI PROGRAM

Notice of Civil Rights Complaint Process and Forms

APPENDIX A

JUNE 2025



NOTICE OF CIVIL RIGHTS

Montebello Bus Lines (MBL) operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. In addition to Title VI, MBL also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation. Any person who believes they have been aggrieved by any discriminatory practice may file a signed written complaint with Montebello Bus Lines within 180 days of the alleged discrimination by sending a letter to MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave., Montebello, CA 90640. For more information on MBL's civil rights program, and the procedures to file a complaint; you may call us at (323) 558-1625 or visit www.ridembl.com.

Aviso de derechos civiles

Montebello Bus Lines (MBL) opera sus programas y servicios sin hacer distinciones de raza, color de piel ni nacionalidad, de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964. Además del Título VI, MBL también prohíbe la discriminación por motivos de género, edad, discapacidad, religión, afección médica, estado civil u orientación sexual. Toda persona que cree haber sido perjudicada por una práctica discriminatoria puede presentar un reclamo por escrito y firmado ante Montebello Bus Lines, dentro de los 180 días de ocurrida la presunta discriminación y mediante una carta dirigida a Atención al Cliente de MBL. Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. Para obtener más información sobre el programa de derechos civiles de MBL y sobre los procedimientos para presentar un reclamo, puede llamarnos al (323) 558-1625 o visite www.ridembl.com.

Abiso ng Mga Karapatang Sibil

Ang Montebello Bus Lines (MBL) ay nagpapatakbo ng mga programa at serbisyo nito nang walang pagsasaalang-alang sa lahi, kulay, at bansang pinagmulan alinsunod sa Title VI ng Civil Rights Act of 1964 (Titulo IV ng Batas sa Mga Karapatang Sibil ng 1964). Bilang karagdagan sa Title VI, ipinagbabawal din ng MBL ang diskriminasyon batay sa kasarian, edad, kapansanan, relihiyon, kondisyong medikal, katayuan sa pag-aasawa, o oryentasyong sekswal. Sinumang tao na naniniwalang sila ay naagrabyado ng anumang gawaing may diskriminasyon ay maaaring maghain ng nilagdaang nakasulat na reklamo sa Montebello Bus Lines sa loob ng 180 araw mula sa diumanong diskriminasyon sa pamamagitan ng pagpapadala ng sulat sa MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. Para sa karagdagang impormasyon hinggil sa programa para sa mga karapatang sibil ng MBL, at sa mga pamamaraan sa paghahain ng reklamo; maaari mo kaming tawagan sa (323) 558-1625 o bisitahin sa www.ridembl.com.

Thông Báo về Dân Quyền

Montebello Bus Lines (MBL) điều hành các chương trình và dịch vụ của mình không phân biệt chủng tộc, màu da, và nguồn gốc quốc gia, tuân thủ Khoản VI của Đạo Luật Dân Quyền năm 1964. Ngoài Khoản VI, MBL cũng cấm phân biệt đối xử dựa trên giới tính, tuổi tác, khuyết tật, tôn giáo, bệnh trạng, tình trạng hôn nhân, hay thiên hướng tình dục. Bất kỳ ai cho rằng họ đã bị phươg hại bởi bất kỳ hành vi phân biệt đối xử nào có thể nộp đơn khiếu nại bằng văn bản có chữ ký cho Montebello Bus Lines trong vòng 180 ngày kể từ ngày có hành vi phân biệt đối xử theo cáo buộc bằng cách gửi thư đến MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640. Để biết thêm thông tin về chương trình dân quyền của MBL, và các thủ tục để nộp đơn khiếu nại; quý vị có thể gọi cho chúng tôi theo số (323) 558-1625 hoặc truy cập www.ridembl.com.

民权通知书

蒙地贝罗公交线路 (MBL)根据1964年民权法案第六章的规定,不分种族,肤色和国籍运营其项目和服务。除了第六章,MBL还禁止基于性别,年龄,残疾,宗教,医疗状况,婚姻状况或性取向的歧视。任何认为自己因任何歧视性做法而受到伤害的人都可以在涉嫌歧视发生后180天内向MBL客户服务部发送一封签名的书面投诉。收件人: Transit Operations Manager, 400 S. Taylor Ave, Montebello, CA 90640。有关 MBL民权计划以及投诉程序的更多信息,您可致电: (323)558-1625联系我们或访问www.ridembl.com 网站。

민권에 관한 고지

Montebello Bus Lines(MBL)는 1964년 민권법 제6호에 따라 인종, 색상 및 국가 출신과 무관하게 프로그램과 서비스를 운영하고 있습니다. 제6호의 조항 외에, MBL은 성별, 나이, 장애, 종교, 건강 상태, 혼인 상태 또는 성적 취향에 따른 차별도 금지합니다. 차별적 관행으로 피해를 입었다고 판단될 경우, 180일 이내에 MBL 고객 서비스(Attn: Transit Operations Manager 400 S. Taylor Ave. Montebello, CA 90640) 앞으로 서명한 서면 불만 신고를 우편 접수하여 Montebello Bus Lines에 불만을 제기할 수 있습니다. MBL의 민권 프로그램 및 불만 접수 절차에 대한 자세한 내용은 (323) 558-1625번으로 문의하거나 www.ridembl.com을 참조하십시오.

Title VI Complaint Process

Any person who believes that they have been subjected to discrimination on the basis of race, color, or national origin may file a Title VI complaint with MBL. MBL employs a zero tolerance policy relative to alleged acts of discrimination and posts the process for filing a complaint on the Department of Transportation website. The Title VI Complaint Form may be printed from the www.rideMBL.com website or may also be requested from MBL Customer Service who can be reached at (323) 558-1625. The Title VI Complaint Form is also available for pickup at the Department of Transportation, 400 S. Taylor Avenue, Montebello. The completed signed form must be returned to Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Complaints must be filed within one hundred and eighty (180) days of the date of the alleged discrimination and should include the following information:

1. Complainant's name, address, and contact information (i.e., telephone number, email address, etc.)
2. Description of how, when, where, and why complainant believes the discrimination occurred. In addition, the location, names, and contact information of any witnesses should also be included.

All complaints alleging discrimination based on race, color or national origin relative to a service or benefit provided by MBL will be recorded. MBL staff will forward the Title VI complaint to the Director of Transportation and will provide appropriate assistance to complainant(s), including those persons with disabilities, or who are limited in their ability to communicate in English. MBL will make every effort to resolve such complaints in a quick and expeditious manner. In instances where additional information is needed for assessment or investigation of the complaint, MBL will contact the complainant within 15 working days. Failure of the complainant(s) to provide the requested information within the specified timeframe may result in the administrative closure of the complaint.

MBL will investigate the complaint and prepare a response subject to review by MBL's Director of Transportation. If appropriate, MBL may administratively close the complaint and advise the complainant(s) of his / her right to file a complaint externally. The complainant(s) will also be advised of his / her right to appeal the response to Federal and State authorities as appropriate. MBL will employ every effort to respond to a Title VI complaint within sixty (60) working days of its receipt of such a complaint, unless a complaint is filed with MBL and an external entity simultaneously as noted previously.

MBL will send a final written response to the complainant(s) and advise the complainant(s) of his or her right to file a complaint externally. MBL will make every effort to respond to Title VI complaints within sixty (60) working days of its receipt of such complaints.

In addition to the MBL Title VI Complaint Process, a complainant may file a Title VI complaint directly with the U.S. Department of Transportation:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Title VI Complaint Form

Complainant's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number

Primary: _____ Alternate: _____

Email Address: _____

Person(s) discriminated against if someone other than complainant:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Date of Incident: _____ Bus #: _____ Route #: _____

Other Location (if applicable):

Please check the box that best describes the reason for the alleged discrimination taking place:

☐ Race ☐ Color ☐ National Origin

Please describe the alleged discrimination incident. Provide the names and titles of all Montebello Bus Lines employees involved if available. Explain what happened and whom you believe was responsible. If necessary, use the back of this form.

Title VI Complaint Form (Continued)

Have you filed a complaint with another Federal, State, or local agency? ☐ Yes ☐ No

Have you filed a complaint with another Federal, State, or local court? ☐ Yes ☐ No

If you have filled a complaint with another Federal, State, or local agency/court, please provide information on a contact person where the complaint was filed.

Agency Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

Complainant Signature

Date

Proceso de reclamo en función del Título VI

Toda persona que cree haber sido discriminada por motivos de raza, color de piel o nacionalidad puede presentar un reclamo en función del Título VI ante Montebello Bus Lines (MBL). MBL sigue una política de tolerancia cero con respecto a los actos de discriminación. El proceso para presentar un reclamo se encuentra en el sitio web del Departamento de Transporte. Puede imprimir el formulario de reclamo en función del Título VI desde el sitio web www.rideMBL.com o se lo puede solicitar al Servicio de Atención al Cliente de MBL llamando al (323) 558-1625. El formulario de reclamo en función del Título VI también está disponible para retirarlo en el Departamento de Transporte, 400 S. Taylor Avenue, Montebello. Se debe regresar el formulario completo y firmado a Montebello Bus Lines, Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Los reclamos se deben presentar dentro de los ciento ochenta (180) días de ocurrida la presunta discriminación y deben incluir la siguiente información:

1. Nombre del denunciante, dirección e información de contacto (es decir, número de teléfono, correo electrónico, etc.).
2. Descripción de cómo, cuándo, dónde y por qué el denunciante cree que ocurrió la discriminación. Además, se debe incluir la ubicación, los nombres y la información de contacto de cualquier testigo.

Se registrarán todos los reclamos que alegan discriminación por motivos de raza, color de piel y nacionalidad en relación con un servicio o beneficio que brindó MBL. El personal de MBL enviará el reclamo en función del Título VI al director de Transporte y brindará asistencia adecuada a los denunciantes, incluidas aquellas personas con discapacidad o quienes tengan dificultades para comunicarse en inglés. MBL hará todo lo posible para solucionar dichos reclamos de manera rápida y eficaz. En instancias en las que se necesite información adicional para la evaluación o investigación del reclamo, MBL se contactará con el denunciante dentro de los 15 días hábiles. El incumplimiento por parte del denunciante de brindar la información solicitada dentro del período específico puede dar como resultado el cierre administrativo del reclamo.

MBL investigará el reclamo y preparará una respuesta que estará sujeta a la revisión del director de Transporte de MBL. Si corresponde, MBL puede cerrar de manera administrativa el reclamo y asesorar a los denunciantes en su derecho de presentar un reclamo externamente. Los denunciantes también recibirán asesoramiento en su derecho de apelar la respuesta de las autoridades federales y estatales, según corresponda. MBL hará todo lo posible para responder el reclamo en función del Título VI dentro de los sesenta (60) días hábiles de recibido dicho reclamo, a menos que se haya presentado el reclamo ante MBL y una entidad externa a la vez, como se indicó anteriormente.

MBL enviará una respuesta final por escrito a los denunciantes y los asesorará en su derecho de presentar un reclamo externamente. MBL hará todo lo posible para responder los reclamos en función del Título VI dentro de los sesenta (60) días hábiles de recibidos dichos reclamos.

Además del proceso de reclamo de MBL en función del Título VI, el denunciante puede presentar un reclamo en función del Título VI directamente ante el Departamento de Transporte de los EE. UU.:

Federal Transit Administration
Office of Civil Rights Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Formulario de reclamo en función del Título VI

Nombre del denunciante _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Número de teléfono

Principal: _____ Alternativo: _____

Correo electrónico: _____

Personas discriminadas (si es una persona distinta del denunciante) Nombre:

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Fecha del incidente: _____ Número de autobús: _____ Número de ruta: _____

Otra ubicación (si corresponde):

Marque la casilla que mejor describa el motivo de la presunta discriminación:

☐ Raza ☐ Color de piel ☐ Nacionalidad

Describa el incidente de la presunta discriminación. Indique los nombres y los puestos de todos los empleados de Montebello Bus Lines involucrados, en medida de lo posible. Explique qué sucedió y quién cree que es responsable. Si es necesario, use el dorso del formulario.

Formulario de reclamo en función del Título VI (continuación)

¿Ha presentado un reclamo ante otra agencia federal, estatal o local? ☐ Sí ☐ No

¿Ha presentado un reclamo ante otro tribunal federal, estatal o local? ☐ Sí ☐ No

Si ha presentado un reclamo ante otra agencia/otro tribunal federal, estatal o local, brinde la información de contacto de una persona que se encuentra en el lugar donde presentó el reclamo.

Nombre de la agencia: _____

Nombre del contacto: _____

Dirección: _____

Ciudad: _____ Estado: _____ Código postal: _____

Declaro que he leído la acusación anteriormente mencionada y que es verídica según mi leal saber y entender.

Firma del denunciante

Fecha

第六章 (Title VI) 投诉流程

任何认为自己因种族、肤色或原国籍而受到歧视之人皆可向蒙特贝洛公交线路公司 (Montebello Bus Lines, MBL) 提交第六章 (Title VI) 投诉。MBL 对指称歧视行为持零容忍态度，并提供向交通部 (Department of Transportation) 网上提交申诉的流程。您可在网站 www.rideMBL.com 打印或拨打 MBL 客服部 (MBL Customer Service) 电话 (323) 558-1625 申领第六章 (Title VI) 投诉表格。您也可前往交通部 (Department of Transportation) 领取第六章 (Title VI) 投诉表格，地址为：400 S. Taylor Avenue, Montebello。表格填妥后须交回下址：Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640。

歧视投诉必须在受到所指控之歧视后一百八十 (180) 日内提交，并应包括以下内容：

1. 投诉者姓名、地址和联系方式（例如电话号码、邮箱地址等）
2. 说明存在歧视的具体行为、时间、地点及投诉者认定其为歧视行为之原因。此外，还应包括所涉证人地址、姓名和联系方式。

所有指控 MBL 提供之服务或福利因种族、肤色或原国籍受到歧视的投诉均将被记录在案。MBL 员工将向交通部负责人提交第六章 (Title VI) 投诉，并向投诉者提供适当援助，包括：向残疾人士或英语交流能力有限之人士提供援助。MBL 将尽一切努力以快速、高效的方式解决此类投诉。若因投诉评估及调查需补充其他信息，MBL 将在 15 个工作日内联系投诉者。若投诉者未在指定时限内提供所需材料，则对投诉之行政处理予以终止。

MBL 将调查该投诉并根据 MBL 交通部负责人的审查准备一份答复材料。如有必要，MBL 可通过行政方式终止投诉指控，并通知投诉者其有权在外部当局提出投诉。投诉者还将被告知，如有需要，其有权向联邦和州当局提出上诉。MBL 将尽一切努力于收到第六章 (Title VI) 投诉六十 (60) 日内予以回复，前述情况除外，即：投诉同时提交给 MBL 和外部实体。

MBL 将向投诉者发出最终书面答复，并告知其有权向外部当局提交投诉。MBL 将尽一切努力于收到第六章 (Title VI) 投诉六十 (60) 日内予以回复。

除 MBL 第六章 (Title VI) 投诉流程外，投诉者还可直接向美国交通部 (U.S. Department of Transportation) 提交第六章 (Title VI) 投诉，地址为：

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

第六章 (Title VI) 投诉流程

投诉者姓名: _____

地址: _____

市 _____ 州 _____ 市 邮编: _____

首选电话号码: _____ 备用电话号码: _____

电子邮箱: _____

除投诉者外同样受到歧视之人:

姓名: _____

地址: _____

市 _____ 州 _____ 市 邮编: _____

歧视事件发生时间: _____ 班车编号: _____ 路线编号: _____

其他地点 (若适用):

请勾选最能描述指控之歧视发生原因的方框:

☐ 种族 ☐ 肤色 ☐ 原国籍

请描述指控之歧视事件。如有可能, 请提供所有涉及歧视的蒙特贝洛公交线路公司

(Montebello Bus Lines) 员工姓名和职称。请说明发生的具体行为并说明您认为应对此负责

之人。如需添加纸页, 请在表格背面填写。

第六章 (Title VI) 投诉表格 (接上页)

您是否曾向其他联邦、州或当地机构提交过投诉? ☐ 是 ☐ 否

您是否曾向其他联邦、州或当地法院提交过投诉? ☐ 是 ☐ 否

若您曾向其他联邦、州或当地机构/法院提交过投诉, 请提供您提交投诉的机构联系信息。

机构名称: _____

联系人: _____

地址: _____

市 _____ 州 _____ 市 邮编: _____

本人确认已阅读上述指控, 并保证就本人所知所信上述内容均属实。

投诉者签名

日期

타이틀 VI (Title VI) 민원 절차

인종, 피부색 또는 국가 출신에 따라 차별을 받았다고 생각하는 사람은 누구나 MBL에 타이틀 VI (Title VI) 민원을 제기할 수 있습니다. MBL은 차별 행위와 관련하여 무관용 정책을 채택하고 있으며, 불만 신고 절차를 교통부 웹사이트에 게시합니다. 타이틀 VI (Title VI) 민원 신고 양식은 www.rideMBL.com 웹사이트에서 인쇄하거나 (323) 558-1625로 연락 가능한 MBL 고객 서비스에 요청할 수도 있습니다. 타이틀 VI (Title VI) 민원 신고 양식은 몬테벨로의 테일러 애비뉴의 교통부 400S에서도 받을 수 있습니다. 작성된 서명 양식은 몬테벨로 버스 라인(주소: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.)으로 반송되어야 합니다.

민원은 차별받은 날짜로부터 180일 이내에 접수되어야 하며 다음 정보를 포함해야 합니다.

1. 민원인 이름, 주소 및 연락처 정보 (예: 휴대전화 번호, 이메일 주소 등.)
2. 원인이 차별이 발생한 경위, 시기, 장소, 이유를 기술합니다. 또한, 목격자의 위치, 이름, 연락처도 포함되어야 합니다.

MBL이 제공하는 서비스 또는 혜택과 관련하여 인종, 색상 또는 국가 출신에 따른 차별을 주장하는 모든 민원이 기록됩니다. MBL 직원은 타이틀 VI (Title VI) 민원 사항을 교통부장에게 전달하고, 장애인을 포함하거나 영어로 의사소통하는 데 한계가 있는 불만 사항을 적절하게 지원할 것입니다. MBL은 이러한 불만사항을 신속하고 기민하게 해결하기 위해 모든 노력을 기울일 것입니다. 민원 사항의 평가 또는 조사를 위해 추가 정보가 필요한 경우 MBL은 15 영업일 이내에 민원 제출인에게 연락합니다. 민원인이 지정된 시간 내에 요청된 정보를 제공하지 못하면 민원이 행정적으로 종결 처리될 수 있습니다.

MBL은 민원 사항을 조사하고 MBL 교통국장이 검토할 답변을 준비할 것입니다. 적절한 경우 MBL은 행정적으로 민원 사항을 종결하고 민원인에게 외부적으로 민원 사항을 제기할 수 있는 권리를 알릴 수 있습니다. 또한 민원인은 연방 및 주 당국에 적절한 답변을 항소할 수 있는 자신의 권리에 대해 통지받을 것입니다. MBL은 이전에 언급한 대로 MBL과 외부 기관에 동시에 민원이 접수되지 않는 한, 해당 민원을 접수한 후 60일 이내에 타이틀 VI (Title VI) 민원 사항에 응답하기 위해 모든 노력을 기울입니다.

MBL은 민원인에게 최종 서면 답변을 보내고 민원인에게 외부적으로 민원을 제기할 수 있는 권리를 알립니다. MBL은 이러한 민원을 접수한 후 60일 이내에 타이틀 VI (Title VI) 민원에 응답하기 위해 모든 노력을 기울입니다.

MBL 타이틀 VI (Title VI) 민원 절차 외에도, 민원인은 미국 교통부에 직접 타이틀 VI (Title VI) 민원을 제기할 수 있습니다.

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

타이틀 VI (Title VI) 민원 양식

민원인 이름: _____

주소: _____

도시: _____ 주: _____ 우편번호: _____

전화번호

주전화: _____ 부전화: _____

이메일 주소: _____

민원인 본인이 아닌 다른 차별당한 인물(들): 이름: _____

주소: _____

도시: _____ 주: _____ 우편번호: _____

사건일자: _____ 버스 #: _____ 루트 #: _____

기타 지역 (해당되는 경우):

차별 발생 이유를 가장 잘 설명한 상자를 선택하세요:

☐ 인종 ☐ 피부색 ☐ 출신국가

차별 사건에 대해 설명해 주세요. 가능한 경우 관련된 모든 몬테벨로 버스 라인 직원 이름 및 직함을 적어주세요. 무슨 일이 일어났고 누구에게 책임이 있다고 생각하는지 설명하시기 바랍니다. 필요한 경우 이 양식의 뒷면을 사용하시기 바랍니다.

타이틀 VI (Title VI) 민원 양식 (이어서)

다른 연방, 주, 지역 에이전시에 민원을 제출하셨나요? ☐ 네 ☐ 아니요

다른 연방, 주, 지역 법원에 민원을 제출하셨나요? ☐ 네 ☐ 아니요

다른 연방, 주 또는 지역 기관/법원에 민원을 제출한 경우, 민원을 접수한 연락 대상에 대한 정보를 제공해주세요.

기관명:

연락 담당 이름:

주소:

도시:

주:

 우편번호:

본인은 위의 혐의를 읽었으며, 본인의 지식, 정보 및 믿음에 한하여 진실임을 확인합니다.

민원인 서명

날짜

Quy Trình Khiếu Nại Theo Khoản VI

Bất kỳ ai cho rằng họ đã bị phân biệt đối xử dựa trên chủng tộc, màu da, hoặc nguồn gốc quốc gia có thể nộp đơn khiếu nại theo Khoản VI cho MBL. MBL áp dụng chính sách không khoan thứ liên quan đến các hành vi phân biệt đối xử bị cáo buộc và đăng quy trình nộp đơn khiếu nại trên trang web của Phòng Vận Tải. Mẫu Đơn Khiếu Nại theo Khoản VI có thể được in từ trang web www.rideMBL.com hoặc cũng có thể được yêu cầu từ bộ phận Dịch Vụ Khách Hàng của MBL, có thể liên hệ với họ theo số (323) 558-1625. Cũng có thể nhận Mẫu Đơn Khiếu Nại theo Khoản VI tại Phòng Vận Tải, 400 S. Taylor Avenue, Montebello. Mẫu đơn đã điền và đã ký phải được gửi lại cho Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Khiếu nại phải được nộp trong vòng một trăm tám mươi (180) ngày kể từ ngày có hành vi phân biệt đối xử bị cáo buộc và phải bao gồm thông tin sau đây:

1. Tên, địa chỉ, và thông tin liên lạc của người khiếu nại (có nghĩa là số điện thoại, địa chỉ email, v.v.)
2. Mô tả về cách thức, thời điểm, địa điểm, và lý do tại sao người khiếu nại tin rằng hành vi phân biệt đối xử đã xảy ra. Ngoài ra, cũng nên bao gồm địa điểm, tên, và thông tin liên lạc của bất kỳ người làm chứng nào.

Tất cả các khiếu nại cáo buộc phân biệt đối xử dựa trên chủng tộc, màu da hoặc nguồn gốc quốc gia liên quan đến dịch vụ hoặc quyền lợi do MBL cung cấp sẽ được ghi lại. Nhân viên MBL sẽ chuyển đơn khiếu nại theo Khoản VI đến Giám Đốc Phòng Vận Tải và sẽ cung cấp sự hỗ trợ thích hợp cho (những) người khiếu nại, bao gồm những người khuyết tật, hoặc những người bị hạn chế về khả năng giao tiếp bằng tiếng Anh. MBL sẽ nỗ lực hết sức để giải quyết các khiếu nại như thế một cách nhanh chóng. Trong trường hợp cần thông tin bổ sung để đánh giá hoặc điều tra khiếu nại, MBL sẽ liên hệ với người khiếu nại trong vòng 15 ngày làm việc. Nếu (những) người khiếu nại không cung cấp thông tin được yêu cầu trước khung thời gian đã cho, khiếu nại có thể bị khép lại về mặt hành chính.

MBL sẽ điều tra khiếu nại và chuẩn bị phản hồi để Giám Đốc Phòng Vận Tải của MBL xem xét. Nếu thích hợp, MBL có thể khép lại khiếu nại về mặt hành chính và thông báo cho (những) người khiếu nại về quyền của họ được nộp khiếu nại ra bên ngoài. (Những) người khiếu nại cũng sẽ được thông báo về quyền của họ được kháng nghị về trả lời đó với các cơ quan chức năng của Liên Bang và Tiểu Bang khi thích hợp. MBL sẽ nỗ lực hết sức để trả lời khiếu nại theo Khoản VI trong vòng sáu mươi (60) ngày làm việc kể từ khi nhận được khiếu nại như thế, trừ khi khiếu nại được nộp cho MBL và một tổ chức bên ngoài đồng thời như đã lưu ý trước đây.

MBL sẽ gửi trả lời cuối cùng bằng văn bản cho (những) người khiếu nại và thông báo cho (những) người khiếu nại về quyền của họ được nộp đơn khiếu nại ra bên ngoài. MBL sẽ cố gắng hết sức để trả lời các khiếu nại theo Khoản VI trong vòng sáu mươi (60) ngày làm việc kể từ khi nhận được các khiếu nại như thế.

Ngoài Quy Trình Khiếu Nại theo Khoản VI của MBL, người khiếu nại có thể nộp đơn khiếu nại theo Khoản VI trực tiếp cho Bộ Giao Thông Vận Tải Hoa Kỳ:

Federal Transit Administration
Office of Civil Rights
Attention: Complaint Team
East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

Đơn Khiếu Nại Theo Khoản VI

Tên Nguyên Đơn: _____

Địa chỉ: _____

Thành phố: _____ Tiểu bang: _____ Mã Zip: _____

Số Điện Thoại: _____

Chính: _____ Thay thế: _____

Địa Chỉ Email: _____

(Những) người bị phân biệt đối xử nếu không phải người khiếu nại:

Tên: _____

Địa chỉ: _____

Thành phố: _____ Tiểu bang: _____ Mã Zip: _____

Ngày Xảy Ra Sự Cố: _____ Xe buýt #: _____ Tuyến đường #: _____

Địa Điểm Khác (nếu phù hợp): _____

Vui lòng chọn ô mô tả chính xác nhất lý do diễn ra hành vi phân biệt đối xử bị cáo buộc:

☐ Chủng Tộc ☐ Màu Da ☐ Nguồn Gốc Quốc Gia

Vui lòng mô tả sự việc phân biệt đối xử bị cáo buộc. Cung cấp tên và chức danh của tất cả nhân viên của Montebello Bus Lines có liên quan nếu có. Giải thích những gì đã xảy ra và người mà quý vị cho là người chịu trách nhiệm. Nếu cần, hãy sử dụng mặt sau của mẫu đơn này.

Mẫu Đơn Khiếu Nại Theo Khoản VI (Tiếp Theo)

Quý vị đã nộp đơn khiếu nại cho một cơ quan khác của Liên Bang, Tiểu Bang, hay địa phương? ☐ Có ☐ Không

Quý vị đã nộp đơn khiếu nại cho một tòa án khác của Liên Bang, Tiểu Bang, hay địa phương? ☐ Có ☐ Không

Nếu quý vị đã nộp đơn khiếu nại cho một cơ quan/tòa án khác của Liên Bang, Tiểu Bang, hoặc địa phương, vui lòng cung cấp thông tin về một người liên hệ tại nơi khiếu nại được nộp.

Tên Cơ Quan: _____

Tên Người Liên Hệ: _____

Địa chỉ: _____

Thành phố: _____ Tiểu bang: _____ Mã Zip: _____

Tôi xác nhận thông tin tôi đã đọc cáo buộc bên trên và thông tin đó là có thực theo sự hiểu biết, thông tin và niềm tin chính xác nhất của tôi.

Chữ Ký của Người Khiếu Nại

Ngày

Proseso ng Title VI na Pagrereklamo

Sinumang tao na naniniwala na dumanas sila ng diskriminasyon dahil sa kanilang lahi, kulay, o bansang pinagmulan ay maaaring magsampa ng Title VI na reklamo sa MBL. Gumagamit ang MBL ng patakarang zero tolerance kaugnay sa mga di-umano'y kagagawang diskriminasyon at nagpapaskil sa proseso ng pagsampa ng reklamo sa website ng Departamento ng Transportasyon. Ang Form sa Title VI na Reklamo ay maaaring i-print mula sa website na www.rideMBL.com o maaari rin itong hilingin mula sa Customer Service ng MBL na maaaring tawagan sa (323) 558-1625. Ang Form sa Title VI na Reklamo ay makukuha rin sa pamamagitan ng pag-pickup sa Departamento ng Transportasyon sa 400 S. Taylor Avenue, Montebello. Ang nakumpletong nilagdaang porma ay dapat ibalik sa Montebello Bus Lines, Attn: Transit Operations Manager, 400 South Taylor Avenue, Montebello, CA 90640.

Ang mga reklamo ay dapat isampa sa loob ng isang daan at walumpung (180) araw mula sa petsa ng sinasabing diskriminasyon at dapat isama ang sumusunod na impormasyon:

1. Pangalan, address, at impormasyon sa pagkontak (ibig sabihin, numero ng telepono, email address, atbp.) ng taong nagrereklamo
2. Paglalarawan kung paano, kailan, saan, at bakit naniniwala ang taong nagrereklamo na nangyari ang diskriminasyon. Bilang karagdagan, ang lokasyon, mga pangalan, at impormasyon sa pagkontak ng sinumang saksi ay dapat ding isama.

Itatala ang lahat ng reklamong nagpaparatang ng diskriminasyon batay sa lahi, kulay o bansang pinagmulan na may kaugnayan sa isang serbisyo o benepisyo ng ibinigay ng MBL. Ipapasa ng kawani ng MBL ang Title VI na reklamo sa Direktor ng Transportasyon at magbibigay ng naaangkop na tulong sa (mga) taong nagrereklamo, kabilang ang mga taong may kapansanan, o mga taong limitado sa kanilang kakayahang makipag-usap sa Ingles. Gagawin ng MBL ang lahat ng pagsisikap upang malutas ang mga naturang reklamo sa agaran at mabilis na paraan. Sa mga pagkakataon kung saan kailangan ng karagdagang impormasyon para sa pagtatasa o pagsisiyasat ng reklamo, makikipag-ugnayan ang MBL sa taong nagrereklamo sa loob ng 15 araw na may trabaho. Ang pagkabigong ibigay ng (mga) taong nagrereklamo ang hiniling na impormasyon sa loob ng tinukoy na takdang panahon ay maaaring magresulta sa administratibong pagsasara ng reklamo.

Sisiyasatin ng MBL ang reklamo at maghahanda ng tugon na sasailalim sa pagsusuri ng Direktor ng Transportasyon ng MBL. Kung naaangkop, maaaring administratibong isara ng MBL ang reklamo at payuhan ang (mga) taong nagrereklamo ng kanyang karapatan na magsampa ng reklamo sa labas. Ang (mga) taong nagrereklamo ay papayuhan din tungkol sa kanyang karapatan na iapela ang tugon sa mga Pam-pederal at Pang-estadong awtoridad kung naaangkop. Gagawin ng MBL ang lahat ng pagsusumikap upang tumugon sa isang Title VI na reklamo sa loob ng animnapung (60) araw na may trabaho pagkatapos nitong matanggap ang naturang reklamo, maliban kung ang isang reklamo ay isinampa sa MBL at isang panlabas na entidad nang sabay-sabay tulad ng nabanggit dati.

Magpapadala ang MBL ng panghuling nakasulat na tugon sa (mga) taong nagrereklamo at magpapayo sa (mga) taong nagrereklamo ng kanyang karapatang magsampa ng reklamo sa labas. Gagawin ng MBL ang lahat ng pagsisikap upang tumugon sa mga Title VI na reklamo sa loob ng animnapung (60) araw na may trabaho pagkatapos nitong matanggap ang mga naturang reklamo.

Bilang karagdagan sa Proseso ng Title VI na Pagrereklamo sa MBL, maaaring direktang magsampa ng Title VI na reklamo ang isang taong nagrereklamo sa Departamento ng Transportasyon ng U.S.:

Federal Transit Administration

Office of Civil Rights

Attention: Complaint Team

East Building, 5th Floor – TCR

1200 New Jersey Avenue, SE

Washington, DC 20590

DRAFT

Form sa Title VI na Reklamo

Pangalan ng Taong Nagrereklamo: _____

Address: _____

Lungsod: _____ Estado: _____ Zip Code: _____

Numero ng Telepono

Pangunahin: _____ Alternatibo: _____

Email Address: _____

(Mga) taong nakaranas ng diskriminasyon kung ito ay ibang tao kaysa sa taong nagrereklamo:

Pangalan: _____

Address: _____

Lungsod: _____ Estado: _____ Zip Code: _____

Petsa ng Insidente: _____ # ng Bus: _____ # ng Ruta: _____

Ibang Lokasyon (kung naaangkop):

Mangyaring lagyan ng tsek ang kahon na pinakamahusay na naglalarawan sa dahilan kung bakit nangyari ang diskriminasyon:

☐ Lahi · ☐ Kulay · ☐ Bansang Pinagmulan

Lungsod: _____ Estado: _____ Zip Code: _____

Pinatutunayan ko na nabasa ko ang paratang sa itaas at ito ay totoo sa abot ng aking

kaalaman, impormasyon at paniniwala.

Lagda ng Taong Nagrereklamo

Petsa

DRAFT

TITLE VI PROGRAM LANGUAGE ASSISTANCE PLAN APPENDIX B

JUNE 2025



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1. Introduction and Policy Statement

A. Purpose of a Language Assistance Plan

Montebello Bus Lines (MBL) is a recipient of federal financial assistance and grants from Federal Transit Administration (FTA). As such, MBL will comply with FTA Title VI regulations, FTA guidance 4702.1B and Presidential Executive Order 13166—Improving Access to Services for Persons with Limited English Proficiency (LEP), citing MBL’s responsibilities to limited English Proficient Persons, minority communities, low-income communities, and communities with disabilities.

In conformance with these regulations and guidance, MBL has established a LEP Plan that examines the services MBL provides, identifies needs for services to those with LEP, and details a plan (or procedures) to provide those services so that LEP persons can have meaningful access to them. It is expected that MBL’s plans will provide for such meaningful access consistent with, and without unduly burdening, the fundamental mission of MBL.

The Plan reflects and reinforces the primary goal of MBL’s public involvement activities: to offer early and continuous opportunities for the public to learn about a particular project or initiative while meeting the particular needs of the groups being presented to, such as language assistance, schedule or location accommodations, in order to maximize their involvement in the identification of social, economic and environmental impacts of proposed transportation decisions.

Additionally, the Plan integrates principles of FTA Circular 4703.1, guiding MBL on integrating principles of Environmental Justice into the transportation decision-making process.

B. Policy Statement

MBL operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act of 1964. In addition to Title VI, MBL also prohibits discrimination based on sex, age, disability, religion, medical condition, marital status, or sexual orientation. Any person who believes they have been aggrieved by any discriminatory practice may file a signed written complaint with Montebello Bus Lines within 180 days of the alleged discrimination by sending a letter to MBL Customer Service Attn: Transit Operations Manager 400 S. Taylor Ave., Montebello, CA 90640. For more information on MBL’s civil rights program, and the procedures to file a complaint; you may call us at (323) 558-1625 or visit www.ridembl.com.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency. It is the policy of MBL to provide timely, reasonable, effective and meaningful access for LEP persons to all its programs and activities. All staff shall assist LEP individuals with free language assistance

whenever an LEP person requests language assistance in order to receive MBL services. All staff are to ensure the public is treated with dignity and respect, identify the language needs for MBL customers, and utilize available bilingual resources to assist customers, when needed.

MBL's LEP Plan is designed to assist the management and staff to understand their roles and responsibilities with respect to overcoming barriers for LEP individuals. The Plan will provide guidance to staff on translation and interpretation services for LEP individuals seeking access to MBL programs and services. Each department will adhere to the Plan to improve access to its programs and services to LEP individuals. The Plan supplements MBL Title VI Program

2. Authority

Section 601 of Title VI of the Civil Rights Act of 1964 provides that no person "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The United States Supreme Court in *Lau v. Nichols* (1974) stated that one type of national origin discrimination is discrimination based on a person's inability to speak, read, write, or understand English.

Presidential Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" – was signed by President Bill Clinton to "...improve access to federally conducted and federally assisted programs and activities for persons who, as a result of national origin, are limited in their English Proficiency...." This executive order is directed at implementing the protections afforded by Title VI of the Civil Rights Act of 1964 and related regulations. Accordingly, it prohibits recipients of federal financial assistance from discrimination based on national origin by failing to provide meaningful access to services to individuals who are LEP. This protection requires that LEP persons be provided an equal opportunity to benefit from or have access to services that are normally provided in English.

3. Self-Assessment Using the Four-Factor Analysis

The City is approximately 8.33 square miles and has a base population of roughly 62,640 with the median household income estimated at over \$74,955 annually which is below the Los Angeles County median household income (\$87,760). (U.S. Census Bureau)

The City provides important public transit services through the MBL. MBL is a public transit service for purposes of commuting to work, shopping and recreational needs.

The demographics of MBL will provide the basis to set forth the Four-Factor analysis to determine the appropriate, reasonable, resource effective and meaningful access for LEP persons to MBL transit program and activities. In determining "reasonable," there are four factors to be considered:

- **Factor 1 - The Number and Proportion of LEP Persons Served or Encountered in MBL Service Area**

MBL is the third largest municipal bus system in Los Angeles County, behind Long Beach Transit and Santa Monica's Big Blue Bus. With a fleet of 66 buses, MBL serves over 2.7 million passengers a year throughout the communities of Alhambra, Bell Gardens, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate and Whittier. MBL operates sixty-six (66) transit vehicles that provide service throughout several urbanized areas in Los Angeles County.

Montebello Dial-A-Taxi (DAT) provides transportation services for seniors over 62 in age and qualified disabled residents of any age and their attendants. The service utilizes vehicles equipped with wheelchair lifts upon request at the time of scheduling. DAT provides transportation service within the City and medical trips within the designated DAT boundary service area.

MBL is also responsible for the operation of "Montebello LINK," which offers curb-to-curb shuttle service to and from the Montebello Metrolink Station and employment centers in Bell, Commerce, Montebello, Monterey Park, Pico Rivera, and Rosemead. The service is scheduled to meet each arriving and departing Metrolink train. In addition to providing transportation services, the department also maintains and services the Montebello Metrolink Station and 862 bus stops. Figure 1 of the Title VI Program identifies the public transit routes map.

To determine the communities of peoples who would be considered LEP persons, we have used the definition of a quarter-mile radius from all fixed route stops to establish a service area. All census block groups that fall within said quarter-mile radius were analyzed. This analysis identified 5 LEP groups that fall within the LEP Safe Harbor threshold, being: Spanish, Korean, Chinese, Vietnamese, and Tagalog. While Other Indo-European and Other Asian and Pacific Islander languages meet the thousand person LEP threshold, census data does not clarify what other languages or dialects these may be.

The table below shows a breakdown of all the languages identified using the Remix platform. The originating source of this data is from the Census Bureau American Community Survey 2020 5 Year Estimates, Table C16001. Languages that are shaded in light grey indicate the languages identified as LEP languages. Both population numbers and percentages are shown to justify why certain languages under the 5 percent threshold still meet LEP criteria.

Language at Home by English ability		
Source: ACS 2020 5 Year Estimates via Remix Platform		
Languages:	Total	Percentage
English	109,450	32%
Spanish	175,651	52%
French, Haitian, or Cajun	562	0%
German or other West Germanic languages	327	0%
Russian, Polish, or other Slavic languages	953	0%
Other Indo-European languages	3,803	1%
Korean	5,839	2%
Chinese (incl. Mandarin, Cantonese)	29,894	9%
Vietnamese	5,355	2%
Tagalog (incl. Filipino)	3,242	1%
Other Asian and Pacific Island languages	4,686	1%
Arabic	489	0%
Other and unspecified languages	394	0%
Total	340,643	100%

Generally, identifying any community where the LEP population equals five (5) percent or more than 1,000 persons in a given language automatically triggers providing language assistance services as a mandatory and normal part of the LEP Plan operation.

A review of the table Language at Home by English Ability concerning the percentage of LEP persons in MBL service area, revealed that two groups Spanish (52%) and Chinese (9%) had at least five (5) percent of its respective population that speaks a language other than English. Korean, Vietnamese, and Tagalog all qualify as LEP languages under the 1,000 person or more Safe Harbor threshold.

MBL further used the 2020 ACS Census Data for all cities serviced by MBL in order to confirm the same LEP trends seen from the Remix Platform analysis. The only city that was not included in this analysis was City of Los Angeles due to the enormity in geographic size and population. By adding the City of Los Angeles, data trends would have been skewed towards the needs of the City of Los Angeles proper since their total population is approximately 3,747,051 (ACS 2020 5Y Estimates). Considering that the population of persons living within our defined service area is approximately 340,643, the addition of City of L.A.'s data would not be as reflective to MBL's service area's needs for translations of vital documents.

The table LEP Populations in MBL Service Cities*, which may be found below, reflects the total population of all MBL service cities not including the City of Los Angeles as denoted by an asterisk at the end of the table title. Language groups identified in light grey are the languages that meet LEP thresholds of 5% from total population or more than 1,000 persons. Please note that this further analyzes the surrounding communities beyond the MBL service area.

LEP Populations in MBL Service Cities*			
Source: ACS 2020 5 Year Estimates, Table C16001			
Total: 627,856			
Language Group	Total in Language Group	Speak English "less than very well"	
Speak only English	195,997		
Spanish:	285,582	104,561	17%
French, Haitian, or Cajun:	727	83	0%
German or other West Germanic languages:	771	101	0%
Russian, Polish, or other Slavic languages:	833	264	0%
Other Indo-European languages:	5,986	1,795	0%
Korean:	7,008	3,805	1%
Chinese (incl. Mandarin, Cantonese):	92,645	63,165	10%
Vietnamese:	17,981	12,390	2%
Tagalog (incl. Filipino):	8,010	2,490	0%
Other Asian and Pacific Island languages:	10,524	5,544	1%
Arabic:	925	199	0%
Other and unspecified languages:	867	154	0%
Total:	627,856	194,551	31%

The results from the Cities' populations reflected the same trends seen from the Remix platform data. Spanish, Korean, Chinese, Vietnamese, and Tagalog were all identified as LEP languages. It is important to mention that the same reason carries for why Other Asian and Pacific Islander and Other Indo-European languages were not added. Since the census does not provide further data in what these dialects may be, they are not considered in the LEP language selection process.

- **Factor 2 - The Frequency with Which LEP Individuals Come into Contact with MBL Services**

The MBL system is the service with the most frequency with which LEP individuals come into contact with MBL services. MBL has proactively posted public information in English, Spanish and Chinese at the following locations:

- On the MBL's website at: cityofmontebello.com/civil-rights.html
- MBL's Customer Service Center
- At public and project meetings on subjects related to MBL
- At transit stations
- On transit vehicles

As an ongoing effort to define the LEP needs at transit related public participation events, MBL will conduct a Public Participation Survey in English, Spanish and Chinese at meetings to enable MBL to collect data to identify residents and communities who are

LEP. Completion of the survey, by the public, is voluntary. Refer to Attachment 1 for an example of public participation data collection forms.

- **Factor 3 – Nature and Importance of the Services Provided**

MBL assessed the nature and importance of the services provided to the public through MBL's transit operations. It is apparent Transit Operations has the greatest importance of services to LEP individuals due to the day to day contact the division has with transit patrons. Day to day contact include the running of service by Bus Operators, and the contact the customer service teams has with patrons within the customer service center. Therefore, the more likely LEP services other than English will be needed.

MBL will not deny or delay access to services or information for the LEP individual. Procedures will be in place to provide language assistance to LEP individuals as part of the standard business practices. The standard business practices to LEP individuals will include, upon request:

- Translation of vital bus service documents such as complaint forms and procedures in English, Spanish, Chinese, Korean, Vietnamese, and Tagalog.
- Appoint Spanish, Chinese, Korean, Vietnamese, and Tagalog translators at public participation events, upon request.
- Advise the public that MBL provides free LEP services to its programs and activities.

- **Factor 4 - Resources Available to Assure Meaningful Access to the Services by LEP Persons**

MBL recognizes that, within the range of programs and services it provides, transit services are most likely to be used by LEP persons on a daily basis. While it is MBL's intent to provide meaningful access to all participants and eligible persons, the availability of resources may limit the provision of language services in some instances. MBL will explore the variety of tools that are available to provide efficient, effective and meaningful LEP services. MBL will:

- Consider utilizing advances in language translation software technology.
- Train existing bilingual staff to provide simple interpretations and translations.
- Use telephonic conferencing interpretation services.
- When needed, use qualified written translators to ensure that vital documents that are requested to be translated are accurately translated.

Currently, MBL has qualified written translators that can translate written notices to the public if given enough time in anticipation. Bilingual staff will also assist with in-person interpretations when needed.

The cost for providing language assistance will not be passed on to the customer. MBL will continue to evaluate the costs associated with providing LEP services in future years.

4. How MBL Will Provide Language Assistance

A. Providing Notice to LEP Individuals

Language assistance will be provided to LEP individuals through the translation of vital documents, as well as through oral language interpretation when necessary and possible. LEP individuals are not obligated to provide their own interpreter, although they may do so.

The LEP Plan will reflect the overall goal of improving and maintaining language access for MBL customers as transit riders and project recipients. The intent is to achieve a balance that ensures meaningful access to programs and services while avoiding undue burdens on MBL resources. It is important to let LEP individuals know that services are available in Spanish, Chinese, Korean, Vietnamese, and Tagalog and are free of charge. MBL will continue to use existing resources to meet the requirements of Executive Order 13166. The most widely used LEP services will be translating oral and written communications. Some written and oral translations will include:

- The Title VI Notice of Civil Rights in our transit schedules.
- Web site information in Spanish, Chinese, Korean, Vietnamese, and Tagalog by using the “translate this webpage” feature on the MBL website.
- Spanish, Chinese, Korean, Vietnamese, and Tagalog translator services at public meetings, as needed.
- Minority and low-income community-based organizations to inform LEP individuals of the programs, activities and language assistance availability, as needed.
- Vital notices in local Spanish, Chinese, Korean, Vietnamese, and Tagalog newspapers and media outlets, as needed.

B. Communicating with LEP Individuals

Based on the Four-Factor analysis, the frequency of contact with LEP individuals will be for transit services and oral communication will most likely occur by in-person contact or telephone.

To ensure MBL makes reasonable efforts to provide language assistance as needed for in-person contact with LEP individuals and with unexpected out-of-country visitors, language identification cards (Language Identification “I Speak”), which invite LEP individuals to identify their language, will be used to identify the language being spoken. Refer to Attachment 2 for the 38 languages on the “I Speak” listing. The Census Bureau has made the listing available at <https://www.lep.gov/translation>.

MBL staff will use the following steps to orally communicate with LEP individuals.

WALK-IN SERVICE (STEPS 1-7)

The following are considerations on how to assist a walk-in LEP individual:

1. Attempt to communicate in English first to determine if the customer can understand English sufficiently to be fully understood.
2. If customer cannot understand or effectively communicate in English, determine the language they are speaking. If you recognize the language the customer is speaking but does not speak their language, skip to Step 4.
3. If you cannot recognize the language the customer is speaking, show them the Language Identification I Speak listing so the customer can point to his/her language.
4. Quickly determine if any bilingual employees working nearby speak the requestor's language and are willing to interpret. If no one is immediately available, use the telephone interpreting (Phone-In-Service) services for interpreting.
5. The interpreter is to determine the customer's needs, request, comment or complaint. Determine the appropriate contact to respond and have the interpreter assist in a timely manner to the LEP individual.
6. Give the LEP person a Title VI brochure in their language, if available.
7. Make every effort to give the LEP customer the same level of service as an English-speaking customer.

PHONE-IN SERVICE (STEPS 1-4)

The following are considerations on how to assist a phone-in LEP individual:

1. Attempt to communicate in English first. If it's not possible to effectively communicate in English, determine the language being spoken.
2. Quickly determine if any bilingual employees working nearby speak the requestor's language and are willing to interpret. If no one is immediately available, use the telephone interpreting services or Internal Staff Bi-Lingual Listing for interpreting.
3. The telephone interpreting service determines the customer's needs, request, comment, or complaint and relays it to the appropriate contact person to ensure a response is relayed to the LEP individual.
4. Make every effort to give the LEP individual the same level of service as an English-speaking customer.

5. Assessing Language Assistance Measures

MBL will continuously assess the type of language assistance available to provide meaningful access to services and activities. The language assistance measures include:

A. Quality Standards for Translated Documents

As with oral interpreters, translators of written documents should be competent. Many of the same considerations apply; however, the skill of translating is very different from the skill of interpreting, and a person who is a competent interpreter may or may not be competent to translate and vice versa. Particularly where vital documents are being translated, competence can often be achieved by use of certified translators.

B. Vital Documents

It is important to assess the population percentage that do not speak English very well and the frequency and importance of the contact while considering the potential for

translating vital documents. The program areas most likely to encounter the need to translate vital documents are public involvement, public information, and transit services.

Examples of vital documents for translation:

- Applications, consent forms and complaint forms.
- Letters containing important information regarding participation in a program or activity.
- Notices pertaining to reduction, denial or termination of services or benefits and of the right to appeal such actions.
- Information on the right to file complaints of discrimination and how.
- Information on the provision of services to individuals with disabilities.
- Notices advising LEP persons of the availability of free language assistance.
- Violation or deficiency notices.
- Emergency notices for transit services.
- Notices of proposed public hearings regarding proposed transit plans, projects, or changes.
- Signs in reception area and other points of initial entry.

Whether or not a document (or the information it solicits) is “vital” will depend on the importance of the program, information, encounter, or service involved, and the consequence to the LEP individual if the information in question is not accurate or timely. Where appropriate, program managers are encouraged to create a plan for consistently determining, over time and across their various activities, what documents are “vital” to the meaningful access of the LEP populations they serve.

Awareness of rights and services is an important part of “meaningful access,” as a lack of awareness may effectively deny LEP individuals’ meaningful access. Where program managers are engaged in community outreach efforts as part of their programs and activities, they should regularly assess the needs of the populations frequently encountered or affected by the program to determine whether certain critical outreach materials should be translated. Community organizations may be helpful in determining what outreach materials may be most helpful to translate, and some translations may be made more effective when done in tandem with outreach methods including using ethnic media, schools and religious and community organizations to spread a message.

Sometimes a very large document may include both vital and non-vital information. This may also be the case when the title and a phone number for obtaining more information on the contents of the document is critical in frequently encountered languages other than English, but the document is sent out to the general public and cannot reasonably be translated into many languages. In a case like this, vital information may include, for instance, providing information in appropriate languages regarding where an LEP individual might obtain an interpretation or translation of the document.

C. Translating Written Documents

MBL will make every attempt to provide adequate and timely written translations through the following means:

- Attempt to determine the language that the “received” document is written in. If the language of the document is not readily apparent, compare it to the US Census Language Identification “I Speak” to determine the language.
- Once the language has been identified, contact an interpreter or translator to translate the entire document.
- Determine what the LEP individual requested and determine who should respond. Inform the appropriate contact person that the document has been received and relay the importance of a timely and quality response.
- Ideally, the translated version of a document should be released when the English language version is released. If this is not possible or would substantially delay release of the English version, the translated version should be distributed as soon as possible after the distribution of the English language version.
- Include a phone number in the document in order to provide better service and be able to use the telephone interpreting services for oral translations, if appropriate.
- Make every effort to give the LEP individual the same level of service as an English-speaking customer.

Consideration should be given to the varying levels of reading abilities when translating written documents. Translating documents for LEP to a fourth (4th) grade literacy level ensures the target audience understands the information. Community-based organizations or focus groups can assist with testing translations for language and literacy level appropriateness.

6. Language Assistance Resources

MBL will continuously refer to language assistance tools to improve upon its existing LEP services. A consideration on which additional tools may be used is contingent on MBL’s program budget; however, efforts will be made to provide effective and efficient LEP language services using the following resources:

Bilingual Staffing – Where possible, identify existing bilingual staff, which have been tested by the Human Resources Department as capable of providing the oral and or written bilingual services to assist with LEP customers. When needed, existing bilingual staff will be used for interpreter services with the permission of the employees’ manager. MBL will maintain a list with extension numbers for bilingual staff approved by the Human Resources Department by language.

“I Speak” Language Identification Listing to Identify Languages – To identify LEP individuals who need language assistance, “I speak” language identification can be used when first encountering an LEP individual. The listing, developed by the U.S. Census Bureau, has the phrase “Mark this Box if you read or speak (name of language)” translated into 38 different languages. It is used by the government and non- government agencies to identify the primary language of LEP individuals during face-to-face contact. The Census Bureau’s Language Identification I Speak listing can be downloaded for free

at: <http://www.lep.gov/resources/ISpeakCards2004.pdf>. The language listing will be available at the public service counter.

Qualified Interpreters – Qualified interpreter means an interpreter who is able to interpret effectively, accurately, and impartially, either for individuals with disabilities or for individuals with limited English skills. The interpreter should be able to interpret both receptively and expressively, using any necessary specialized vocabulary.

Although the use of an interpreter who is qualified is essential, it does not necessarily mean formal certification as an interpreter is required. Certification may be helpful; but, at a minimum, a qualified paid interpreter needs to:

- Be proficient in and have the ability to communicate accurately in both English and in the other language, as well as employ the appropriate mode of interpreting (e.g. consecutive, simultaneous, summarization, or sight translation).
- Have knowledge in both languages of any specialized terms or concepts peculiar to the program.
- Understand and follow confidentiality and impartiality rules to the same extent as an MBL employee for whom they are interpreting or to the extent that their position requires.
- Understand and adhere to their role as interpreter without deviating into a role as counselor, legal advisor, or other inappropriate role.

Telephone Interpretation – We have an Over-The-Phone Interpretation service which provides telephone interpreting services, during business hours, for LEP individuals.

Our telephone interpreting services provide:

- Increased responsiveness to non-English speaking callers.
- Increased ability to communicate equitably with non-English speaking callers.
- Increased responsiveness in the caller's preferred language.
- Demonstrates MBL's efforts to comply with LEP requirements.
- Measures and reports the interpreter services effectiveness.

Language services are provided at a time and place that avoids the effect of denying access to the service or benefit of the program; however, in some situations, it may be reasonable to ask the LEP individual to return at a specified date and time to allow time to arrange for interpreter services.

External Interpreter/Translation Services – In the event external interpretation/translation services are needed, MBL will research the availability of external Interpreter/Translation Services, such as a consultant. One such research method will be the Internet for businesses who provide the services locally.

Other Useful Resource - The U.S. Department of Justice (USDOJ) has developed the www.lep.gov website under the Interagency Working Group on LEP, and the information on the website consists of representatives from over 35 agencies. The website includes links to Executive Order 13166 and the USDOJ guidance documents. It also acts as a clearinghouse, providing links to information, tools, and technical assistance regarding

LEP and language services for federal agencies, recipients of federal funds, users of federal programs and federally assisted programs, and other stakeholders.

7. Training

Training staff on the procedures of providing language assistance and how to determine what type of language services a customer needs is essential to bridging the gap between policies or procedures and actual practices. Training will include how to obtain language assistance services and how to communicate needs to interpreters and translators. Providing language assistance in some program areas may also mean avoiding acronyms or industry jargon.

MBL Title VI Coordinator will be responsible for ensuring that staff obtain LEP training at the same time as the Title VI Program training: on a triennial basis, or more often as necessary. The Title VI Coordinator will maintain records of staff that complete the training.

Supervisors and managers will be trained even if they do not interact regularly with LEP individuals to ensure that they are fully aware of and understand the LEP Plan. The training will enable the supervisors and managers to reinforce the LEP Plan importance and ensure its implementation by staff.

A. Language Assistance

In determining what language assistance MBL will provide LEP individuals to ensure their meaningful access to the office's services, benefits, and activities, MBL staff will be trained in the importance of assessing and analyzing the following factors when considering LEP services:

- How important is the service, benefit, or activity that MBL provides? For example, if a LEP individual cannot access the service, benefit, or activity in a language they understand, will the individual be deprived of critical services, such as the ability to exercise his or her legal rights or receive a transit benefit for which the individual is eligible? If so, MBL should focus on improving access for LEP individuals to this service, benefit or activity.
- If the office does not provide a critical service, benefit, or activity, what impact will the denial or delay of the service, benefit, or activity have on actual and intended beneficiaries? The office should consider the long-and short-term impact on beneficiaries when determining what language assistance is appropriate.
- What are the points of contact where LEP individuals interact with the office services? What language assistance will be provided to LEP individuals for each point of contact?
- How can staff access the language assistance the office provides?
- Be aware of the types of voluntary language services that exist at MBL to provide language assistance.
- Identify how existing staff can provide language assistance through verbal and/or written translation skills.

- Follow the steps on how to respond to LEP callers, written communication and in-person contact.

B. Translation and Interpretation Principles

MBL must ensure the competency of its external interpreters and translation service consultant(s). The translation and interpretation assistance principles will be provided in the LEP training as a guide to improve access for LEP individuals.

Translation is the rendering of a written text from one language (source language) into another language (target language). Interpretation is the immediate rendering of oral language from the source language into the target language.

- Demonstrate proficiency and the ability to communicate information accurately in both English and in the other language and are able to identify and employ the appropriate mode of interpreting (e.g., consecutive, summarization, or sight translation.)
 - Ensure the competence of translators and consider certified translators.
 - Ensure translators understand the expected reading level of the audience.
 - Ensure translators, where appropriate, have fundamental knowledge about the target language group's vocabulary and regionalisms (dialects).
- Have knowledge in languages of specialized terms or concepts of the program or activity.
- Have knowledge of any particularized vocabulary and phraseology used by the LEP individual.
- Understand and follow confidentiality and impartiality rules to the same extent an MBL employee for whom they are interpreting or to the extent that their position requires.
- Understand and adhere to their role as interpreters without deviating into a role as a counselor, legal advisor, etc.
- Provide service in a timely manner.
- Consider using telephone interpreter lines that offers speedy interpreting assistance in many different languages. Particularly appropriate where the mode of communicating with an LEP individual regardless of language proficiency occurs over the phone.
- Consider using family and friends. You should not plan to rely on a LEP individual's family members, friends, or other informal interpreters to provide language assistance services to important programs and activities; however, where LEP individuals so desire, they should be permitted to use, at their own expense, an interpreter of their own choosing in place of, or as a supplement to, the free language services you offer.

8. Technical Assistance

MBL will continue to use FTA to ask questions and obtain technical assistance on LEP matters. This includes advice about LEP requirements and the FTA Policy Guidance

Concerning Recipients Responsibilities to LEP Persons—handbook. On occasion, MBL may also contract with a consultant to obtain technical assistance, training and other services to ensure MBL is compliant with LEP requirements.

9. Complaint Process

Any LEP complaints by an individual may use the Title VI Complaint Process and Form document to guide and submit a formal complaint. Complaint forms are available at our Customer Service office or may be downloaded from our website and submitted in person. All forms are available in LEP languages for patrons to use.

10. Monitoring and Updating the Language Assistance Plan

The Title VI Coordinator shall monitor implementation of the Plan, making revisions to policies and procedures as may be required periodically. In monitoring compliance, an assessment will be made whether the program's procedures allow LEP individuals to overcome language barriers and participate in a meaningful way in the program activities and services.

Monitoring shall consider information from the following sources and criteria, as well as other factors as may be appropriate:

- Review the Four Factor Analysis
- Identify any changes in language demographics that will require language assistance
- Identify the frequency of encounters with LEP persons
- Whether existing LEP language services are adequate
- Identify new language resources, including software technology, when warranted

A tool in determining frequency of contact with LEP individuals is data collection. As soon as the interpreter/translation assistance is provided, the services can be documented by completing a LEP Reporting Form. Once the form is completed it will be sent to the Title VI Coordinator annually and included on the LEP Annual Report Form (Attachment 3). Information from this form will be analyzed to determine if a change needs to occur in the LEP services that are being provided.

11. Definitions

- **Bilingual** – The ability to speak two languages fluently and to communicate directly and accurately in both English and another language.
- **Interpretation** – The act of listening to spoken words in one language (the source) and orally translating into another language (the target).
- **Limited English Proficient (LEP) Person** – Any individual who does not speak English as their primary language and who have a limited ability to read, speak, write, or understand English can be limited English proficient, or “LEP.” Such person or persons may be entitled to language assistance at no cost to themselves with respect to a particular type or service, benefit, or encounter.

- **Linguistically Isolated** – This term is described in the census as the percentage of person in the households in which no one over the age of 14 speaks English well and is used as a direct measure of those persons with a severe language barrier, as a distinct from those of foreign origin who speak English well. Those who are linguistically isolated may also be unable to benefit from transportation services and the services of other DOT recipients and, therefore, should receive attention from recipients as a high priority.
- **Primary Language** – The Language in which an individual is most effectively able to communicate.
- **Qualified Interpreter**– Qualified interpreter means an interpreter who is able to interpret effectively, accurately, and impartially, either for individuals with disabilities or for individuals with limited English skills. The interpreter should be able to interpret both receptively and expressively, using any necessary specialized vocabulary.
- **Substantial number of non- or limited-English speaking people** – Members of a group who either do not speak English, or who are unable to effectively communicate in English because it is not their native language, and who comprise of five percent or more of the people service by any local office or facility of a state agency.
- **Translation** – The replacement of written text from one language into an equivalent written text in another language. It is noted that some LEP persons cannot read in their own language and back-up oral interpretation services may be needed for written documents.
- **Vital Documents** – Documents that convey information that critically affects the ability of the recipient/customer to make decisions about his or her participation in the program. Examples of vital documents include but are not limited to: applications, public notices, consent forms, letters containing important information regarding participation in a program, eligibility rules, notices pertaining to the reduction, denial or termination of services or benefits, right to appeal, notices advising of the availability of language assistance, and outreach and community education materials, and notices advising LEP person of the availability of free language services.

12. Contact Information

MBL posts Title VI general notices, including this plan, on our website at:
https://www.montebelloca.gov/departments/transit/civil_rights/title_vi_compliance.

Any questions regarding this plan may be directed to: Montebello Bus Lines
 Attn: Transit Operations Manager
 400 S. Taylor Ave. Montebello, CA 90640.
 Phone: (323) 558-1625 Email: ridembla@montebelloca.gov

Public Participation Survey

The following information is collected by Montebello Bus Lines (MBL) in order to comply with Title VI of the Civil Rights Act of 1964, Nondiscrimination in Federally Assisted Programs. Please take a few moments to complete the following questions. The data you provide will enable MBL to identify residents and communities impacted by federally funded projects/or activities. Please check the appropriate boxes with an "X" that best describes you. Completion of this information is voluntary.

Today's Date: _____

Sex: ☐ Male ☐ Female

Ethnicity: ☐ Hispanic or Latino ☐ Not Hispanic or Latino

Race:

☐ American Indian or Alaska Native ☐ Asian

☐ Black or African American ☐ White

☐ Native Hawaiian or Other Pacific Islander ☐ Other _____

Disability: ☐ Yes ☐ No

Age: ☐ Under 40 ☐ Over 40

Income: ☐ \$26,200 or less ☐ Over \$26,200

Language:

What language is primarily spoken in your household? _____

How many people in household? _____

How often do you utilize MBL transit services?

☐ Daily

☐ Weekly

☐ Monthly

☐ Occasionally

How often do you participate in MBL related programs or services?

☐ Daily

☐ Weekly

☐ Monthly

☐ Occasionally

ATTACHMENT 1

What is the highest degree or level of school you have completed?

- ☐ Some High school / No diploma
- ☐ High School
- ☐ Some College / No Degree
- ☐ Associate degree
- ☐ Bachelor's Degree
- ☐ Master's Degree

Categories and Definitions

The minimum categories for data on race and ethnicity for federal statistics, program administrative reporting, and civil rights compliance reporting are defined as follows:

- a) **American Indian or Alaska Native** – a person having origins in any of the original peoples of North and South American (including Central America), and who maintains tribal affiliation or community attachment.
- b) **Asian** – a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- c) **Black or African American** – a person having origins in any of the black racial groups of Africa.
- d) **Hispanic or Latino** – a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- e) **Native Hawaiian or Other Pacific Islander** – a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- f) **White** – a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

ATTACHMENT 2**Public Participation Visual Tally**

Program: _____ Project No. /Activity: _____

Type of Event: _____ Date of Event: _____

Location: _____ ADA Accessible: Yes/No _____

Purpose: _____ Event Coordinator: _____

CATEGORIES	TALLY	TOTAL or PRECENTAGE
Gender		
Female		
Male		
Ethnicity		
Hispanic or Latino		
Not Hispanic or Latino		
Race		
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
Limited English Proficiency Service Needed (Identify the Language Spoken)		
Disability		
Yes		
No		
Age		
Under 40		
Over 40		

- Please note when conducting a visual count, it is suggested the participant's demographic data, such as ethnicity, race, age, sex, etc., be reported in percentages

ATTACHMENT 3

2004 Census Test United States Census 2010 LANGUAGE IDENTIFICATION FLASHCARD	
☐	ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. 1. Arabic
☐	Խնդրում ենք նշում կատարել այս բաժանվածում, եթե խոսում կամ կարդում եք հայերեն: 2. Armenian
☐	যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। 3. Bengali
☐	ឈ្មួញក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ 4. Cambodian
☐	Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro. 5. Chamorro
☐	如果你能读中文或讲中文，请选择此框。 6. Simplified Chinese
☐	如果你能讀中文或講中文，請選擇此框。 7. Traditional Chinese
☐	Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. 8. Croatian
☐	Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. 9. Czech
☐	Kruis dit vakje aan als u Nederlands kunt lezen of spreken. 10. Dutch
☐	Mark this box if you read or speak English. 11. English
☐	اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. 12. Farsi

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Economics and Statistics Administration
U.S. CENSUS BUREAU

ATTACHMENT 3

☐ Cocher ici si vous lisez ou parlez le français.	13. French
☐ Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
☐ Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
☐ Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
☐ अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
☐ Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
☐ Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet.	19. Hungarian
☐ Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
☐ Marchi questa casella se legge o parla italiano.	21. Italian
☐ 日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
☐ 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
☐ ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຮູ້ປາກມາສາອາວ.	24. Laotian
☐ Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

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Economics and Statistics Administration
U.S. CENSUS BUREAU

APPENDIX B

☐	Assinale este quadrado se você lê ou fala português.	26. Portuguese
☐	Însemnați această căsuță dacă citiți sau vorbiți românește.	27. Romanian
☐	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
☐	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
☐	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
☐	Marque esta casilla si lee o habla español.	31. Spanish
☐	Mackahan itong kuwadrado kung kayo ay macunong magbasa o magsalita ng Tagalog.	32. Tagalog
☐	ให้กาเครื่องหมายลงในช่องดำผ่านถ่านหรือชุกภาษาไทย.	33. Thai
☐	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
☐	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
☐	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
☐	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
☐	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

D:B-3309

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

TITLE VI PROGRAM PUBLIC PARTICIPATION PLAN APPENDIX C

JUNE 2025



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DRAFT

Introduction

Montebello Bus Lines (MBL) acknowledges public involvement is fundamental and essential in achieving equitable program, services and activities. In accordance with the current guidelines relative to Title VI, MBL has prepared a Public Participation Plan which describes proactive public outreach strategies and procedures to promote and monitor public involvement of all persons, including, but not limited to, minority individuals, persons with Limited English Proficiency (LEP), low-income populations, employees, the general public, public transit users and other interested parties in communities affected by MBL programs and services in transit planning/decision-making activities. MBL seeks out and considers the viewpoints of all communities in the course of conducting public outreach and involvement activities.

1. Public Participation Objectives and Strategy

Truly meaningful public involvement requires an informed public. Accordingly, it is MBL's objective to encourage the public to express their needs and concerns so that transportation decisions better reflect community values, interests, and needs. Early and on-going education of stakeholders on transportation decisions relative to the MBL service area is at the forefront of MBL's public outreach objectives, additional objectives include:

- Ensure that minority and low-income communities, people with LEP and individuals with disabilities are included in the public participation and engagement process for all MBL projects, programs and initiatives.
- Schedule meetings at times and locations that are convenient and accessible for all, including minority, LEP, and low-income communities.
- Use different meeting sizes or formats or varying the type and number of mediums used to announce public participation opportunities, so that communications are tailored to the particular community or population.
- Coordinate with community- and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority, LEP, and low-income communities.
- Provide opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

MBL's public participation strategy offers early, continuous, and accessible opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transit decisions through implementation of the following measures:

- Reaching people within their own communities and during existing meeting schedules.
- Providing provisions of LEP interpreters at meetings.
- Presentations focused to specific interests of groups.
- Placement of meeting announcements and flyers utilizing different mediums of media.
- On-going identification of barriers to public participation and development of responsive action plans, as necessary.

2. Identification of Stakeholders

MBL defines stakeholders to be individuals or organizations who are either directly or indirectly affected by a plan, project, or program based on decisions related to recommendations or implementation actions. Those individuals who may be adversely affected or who may be denied benefit of a plan's recommendation(s) are of particular interest in the identification of specific stakeholders.

General stakeholders within the MBL service area include, but are not limited to:

- All fourteen (14) cities and unincorporated communities
- Public (including minority, LEP, low-income, elderly, and disabled)
- Community Partners
- Major Employers near the MBL service area
- Major Colleges, Universities, and School Districts including but not limited to:
 - Montebello Unified School District
 - El Rancho Unified School District
 - Los Angeles Unified School District
 - Whittier Union High School District
 - East Whittier City School District
 - Alhambra Unified School District
 - Garvey School District
 - East Los Angeles College
 - Whittier College
 - California State University, Los Angeles
 - Biola University
- Southern California Regional Rail Authority
- California Department of Transportation
- Southern California Association of Governments
- Gateway Cities Council of Governments
- San Gabriel Valley Council of Governments
- Los Angeles County Metropolitan Transportation Authority (as the Regional Transportation Planning Agency)
- Montebello Bicycle Coalition
- Montebello City Commissions
- Montebello Chamber of Commerce
- Other private business communities
- Major Hospitals along service area
- Non-profit organizations
- Other regional and municipal transit providers such as:
 - Los Angeles County Metropolitan Transportation Authority (as the regional county bus operator)
 - City of Commerce Transit

- Foothill Transit
- Norwalk Transit
- Pasadena Transit
- Monterey Park Spirit Bus
- Transit Advocacy Groups
 - LA Marketing Exchange
 - Gateway Cities Transit Providers
 - LACMTA Bus Operators Subcommittee and Service Councils.

MBL's Public Participation Plan includes targeted outreach strategies to specific populations of stakeholders that are traditionally underserved, such as minorities, populations with LEP and low-income populations.

A. Minority Populations

Part of the Public Participation Plan's strategy is to identify minority populations within MBL's service cities. According to the U.S. Census Bureau, 4,556,503 residents exist within the 14 cities and unincorporated communities that MBL serves as depicted in the table below. Please note, while MBL services the City of Los Angeles (pop. 3,898,747 - 2020 Decennial Census), MBL only services the eastern and downtown portions on City of Los Angeles proper.

As indicated in the table below, Hispanic / Latino individuals are the largest minority, with 62.1 percent of the total population. Asian and African American persons account for 22.4 percent and 2.2 percent of the population, respectively. A small number of Native American / Alaska Natives and Native Hawaiian and Pacific Islander individuals account for less than 1 percent each.

Ethnicity Breakdown by Service City								
<i>Source: U.S. Census Bureau - Population 2020 QuickFacts</i>								
City/ Ethnicity	White - not Hispanic or Latino	African American	Hispanic or Latino	Asian	Pacific Islander/ Native, Hawaiian	Native American	Other	Totals
Alhambra	8.8%	2.4%	34.9%	52.0%	0.3%	0.7%	0.0%	82,868
Bell Gardens	2.0%	1.3%	96.2%	0.0%	0.0%	0.0%	0.0%	39,501
Commerce	2.3%	0.1%	95.2%	0.1%	0.0%	2.9%	0.1%	12,867
La Mirada	32.9%	1.3%	32.9%	21.0%	0.1%	0.7%	0.1%	48,008
Los Angeles	28.5%	8.8%	48.1%	11.8%	0.2%	0.7%	0.4%	3,898,747
Montebello	6.6%	0.9%	79.0%	13.4%	0.1%	0.8%	0.0%	62,640

Monterey Park	5.0%	0.7%	27.4%	65.8%	0.3%	0.7%	0.1%	61,096
Pico Rivera	4.8%	0.9%	90.5%	3.6%	0.1%	0.8%	0.1%	62,088
Rosemead	4.0%	0.4%	30.0%	64.2%	0.2%	0.9%	0.0%	51,185
San Gabriel	10.8%	0.7%	23.6%	62.7%	0.1%	0.4%	0.1%	39,568
Santa Fe Springs	12.8%	3.9%	74.8%	6.8%	0.0%	0.5%	1.2%	17,681
South Gate	3.0%	0.5%	95.3%	0.8%	0.2%	1.0%	0.0%	92,726
Vernon	6.0%	8.0%	75.6%	6.0%	0.0%	1.0%	0.0%	222
Whittier	24.5%	1.5%	65.8%	5.3%	0.0%	1.1%	1.0%	87,306
Totals	10.9%	2.2%	62.1%	22.4%	0.1%	0.9%	0.2%	4,556,503

In order to get a closer picture of the minorities MBL serves, MBL utilizes the Remix platform to get estimates of minorities that live within a quarter-mile radius from a fixed route stop. Remix utilizes the U.S. Census' 2020 American Community Survey 5 Year Estimates to capture the racial and ethnic background of peoples within MBL's service area, then provides a breakdown of demographics by Hispanic or Latino origin. The table Race by Hispanic/Latino Origin – MBL Service Area below provides that insight.

Race by Hispanic/Latino Origin - MBL Service Area			
<i>Source: ACS 2020 5 Year Estimates, Table B03002 via Remix Platform</i>			
Race	Hispanic/Latino Origin	Not Hispanic/Latino Origin	Total
White Alone	29.8%	9.9%	143,860
Black or African American Alone	0.3%	2.7%	10,774
Native American and Alaska Native Alone	0.6%	0.3%	2,989
Asian Alone	0.2%	17.6%	64,611
Native Hawaiian and Other Pacific Islander Alone	0.0%	0.1%	595
Other Race Alone	31.3%	0.4%	114,825

Two or More Races	5.4%	1.2%	23,970
Totals:	67.7%	32.3%	361,624

The table above closely demonstrates similar demographics between our service cities and our service area. Races and ethnicities percent averages from service cities to service area remain within a delta of approximately 5-6%. Hispanic/Latino demographic group is the largest minority group in our service area at 67.7% and is composed from many people of different backgrounds. Asian and African American (non-Hispanic/Latino) persons account for 17.6% and 2.7% of the population, respectively. A small number of Native American / Alaska Natives and Native Hawaiian and Pacific Islander individuals account for less than 1 percent each.

MBL uses minority population information in order to ensure equal access among all demographics. Using the maps generated by Remix (found within Title VI Program), MBL can identify what areas have bigger concentrations of minorities and see what transit resources are available. MBL would then be able to plan outreach with community leaders accordingly.

B. Limited-English Proficient Populations and Public Participation

Individuals who have a limited ability to read, write, speak, or understand English are limited English proficient, or “LEP.” Consistent with MBL’s Language Assistance Plan (Appendix B), reasonable efforts will be made to engage LEP populations utilizing techniques such as the development of public notices in appropriate non-English languages that will provide contact information where individuals can be informed of the affected project or services to provide input or comments. Among limited English speakers, Spanish and Chinese are the languages most frequently spoken by the communities that utilize MBL services. Tagalog, Korean, and Vietnamese are seen much less frequently. When doing outreach, MBL will look at language demographic concentrations to ensure everyone has equal access to MBL programs. For more information on how MBL will make reasonable efforts to ensure equal access to LEP individuals, please consult the Title VI Language Assistance Plan (Appendix B).

C. Low-Income Populations

To ensure that low-income households are not under-served, MBL will identify populations within the service area with a per capita income of 100 percent or less of the national average in order to establish low-income thresholds. Low-income populations in the MBL service area should be given every reasonable opportunity to provide input on transportation plans and programs to avoid disproportionate harm; or lack of benefit of transportation programs and projects.

Methods of gaining input either directly or indirectly from low-income population groups include a wider range of notification techniques, focus group meetings or informal interviews, if required; and the use of agency or advocacy group contacts through non-profit or private organizations. Using technology as a bridge to allow everyone to provide input on MBL’s programs and services, MBL will use digital platforms and surveys as to not impact low-income populations.

In response to low-income feedback received and in support of MBL's low-income populations, MBL has joined Metro's Low-Income Fare is Easy Program (LIFE) along with Norwalk Transit System, Torrance Transit, Long Beach Transit, Culver City Bus, Antelope Valley Transit Authority, and Santa Monica's Big Blue Bus. The LIFE Program provides fare subsidy coupons or tokens for individuals that meet the requirements of the program. The coupons may be redeemed for daily, weekly, and monthly Metro passes, and EZ transit passes (a regional monthly pass).

Riders may redeem their LIFE subsidy coupons towards the purchase of an EZ transit pass (Adult, and Senior/Disabled/Medicare), Montebello Student Monthly pass (K-12th grade), and for TAP cash purse option at the City of Montebello's Transportation Department facility located at 400 S. Taylor Ave., Montebello, CA 90640.

Interested parties can contact the Human Services Association at (562) 806-5400 for more information. Additionally, MBL has posted the eligibility guidelines on how to qualify and on how to apply for RRTP subsidies on MBL's website:

<https://www.montebellocity.gov/departments/transit/fares/low-income-fare-is-easy-life>

Additionally, Montebello Bus Lines now participated in the countywide GO Pass program, which provides K-12 students with a free transit pass (via contactless card) to be used within all participating county transit operators. MBL will be working together with local school districts for support of public outreach so students may participate in this program. For more information on the GO Pass, please visit <https://www.metro.net/riding/fares/students-k-12/gopass/#gopass-program> or consult your local school district.

3. Public Participation for Major Service and Fare Changes

In addition to the targeted outreach efforts identified above, MBL will utilize the City of Montebello Council meetings to announce proposed major changes to services and fares. Accordingly, the public will be notified of proposed major service or fare changes resulting in increases or decreases. In addition, public comments will be presented to the City of Montebello Council prior to approval of the proposed major service or fare change.

The following procedures, strategies, techniques, and media will be utilized to engage and notify the public in the public hearing process prior to the City of Montebello Council approval:

- Place printed materials on buses: interior cards, flyers, and / or comment cards describing the proposed changes.
- Information available on website.
- Social media outlets: email blasts, Facebook, Twitter.
- Press releases and meetings with local media representatives.
- Presentations to professional, citizen, and student organizations.
- User and non-user surveys.
- Use of various illustrative visualization techniques to convey information including, but not limited to, charts, graphs, photos, maps, and the Internet.

4. MBL Public Outreach Events During Last Reporting Period

MBL staff have conducted or participated in numerous community meetings, briefings or events throughout MBL's service area between 2022 and 2025. Additionally, MBL enhances the face-to-face outreach efforts documented above, with digital communication methods. Initially done for both the public and staff's wellbeing, MBL has discovered digital outreach to work very effectively for the public who cannot participate due to work or other responsibilities.

The following list identifies public outreach events attended by MBL staff during the period of July 2022 through August 2025:

MBL Public Participation and Outreach Events - Reporting Period FY 22-25		
Event Date	Event Title	Event Description
10/15/2022	Heritage Festival	As part of the citywide Heritage Festival celebrating the city's anniversary, a pop-up event was held where Montebello Bus Lines fact sheets were distributed. City residents had the chance to interact with representatives, who were available to answer questions and offer more information about the services.
11/17/2022	Stuff-A-Bus	Montebello Bus Lines took part in the holiday "Stuff a Bus" event, where they helped collect and distribute toys to children in the community. The event aimed to spread holiday cheer by ensuring local children receive gifts during the festive season. MBL played an integral role in gathering donations and supporting the community by providing a bus for collection, making the event a heartwarming success.
12/7/2022	Winter Wonderland and Tree Lighting	MBL staff hosted a table featuring swag giveaways, answered general inquiries, and showcased a vintage, holiday-themed bus. This bus was used in the "Stuff-A-Bus" event, where community members generously donated toys to be gifted to local children. MBL's presence added a festive touch to the event, helping to engage the public and celebrate the holiday spirit.
6/24/2023	Stride for Pride and Resource Fair	MBL participated in the "Stride for Pride" event, a 5K run hosted by the City of Montebello to celebrate Pride Month. MBL set up a pop-up booth at the event, where attendees had the opportunity to ask questions and engage with staff about transportation services.

7/1/2023	Independence Day Spectacular	MBL participated in this event to strengthen its public relations within the community and encourage ridership. The focus was on connecting with local residents, gathering feedback on MBL's transit services and accessibility, and raising awareness about the services available, particularly among those who may not be familiar with them. It was also a valuable opportunity to engage with the public and promote goodwill.
8/1/2023	National Night Out	MBL participated in this event, promoting job opportunities and offering free swag giveaways. We provided information about open positions and the benefits of working with MBL, while engaging the community with fun, branded items. The event strengthened our public relations efforts, helping to raise awareness of MBL's services and connect with local residents.
9/9/2023	YMCA Senior Health Fair	MBL staff hosted a booth at the YMCA Senior Health Fair, offering swag giveaways and connecting with community members. We informed attendees about the transit services provided by MBL, including senior reduced fares, accessible routes, and our dial-a-taxi services.
10/4/2023	Cal State LA Commuter Services Clean Air	MBL attended the Cal State LA Commuter Services "Clean Air" event, where we joined efforts to promote environmentally friendly transportation options. The event highlighted clean air initiatives and alternative commuting methods, and MBL was on hand to provide information about our transit services as a sustainable travel option.
11/7/2023	City of Montebello Senior Health Fair	MBL attended the Senior Health Fair, where we shared information about our transit services and how they can benefit older adults in the community. Our participation allowed us to connect with senior residents, answer questions about transportation options, and highlight the accessibility of MBL services. It was an opportunity to support senior health and wellness by promoting convenient, reliable transportation options for a healthier, more active lifestyle.

12/2/2023	Winter Wonderland and Tree Lighting	MBL staff hosted a table featuring swag giveaways, answered general inquiries, and showcased a vintage, holiday-themed bus. This bus was used in the "Stuff-A-Bus" event, where community members generously donated toys to be gifted to local children. MBL's presence added a festive touch to the event, helping to engage the public and celebrate the holiday spirit.
6/15/2024	Stride for Pride and Resource Fair	MBL participated in the "Stride for Pride" event, a 5K run hosted by the City of Montebello to celebrate Pride Month. MBL set up a pop-up booth at the event, where attendees had the opportunity to ask questions and engage with staff about transportation services.
6/29/2024	Independence Day Spectacular	MBL participated in this event to strengthen its public relations within the community and encourage ridership. The focus was on connecting with local residents, gathering feedback on MBL's transit services and accessibility, and raising awareness about the services available, particularly among those who may not be familiar with them. It was also a valuable opportunity to engage with the public and promote goodwill.
7/27/2024	Downtown Street Fest	MBL participated in this event by hosting a pop-up with free swag items. The goal was to increase MBL's public relations image with the community and encourage ridership. Geared toward raising awareness of MBL's transit services and accessibility.
8/6/2024	National Night Out	MBL participated in the National Night Out event, promoting job opportunities and offering free swag giveaways. We provided information about open positions and the benefits of working with MBL, while engaging the community with fun, branded items. The goal of the event was to strengthen our public relation efforts; help raise awareness of MBL's services and connect with local residents.
12/7/2024	Winter Wonderland and Tree Lighting	MBL staff hosted a pop-up with swag giveaways, answered general questions, and showcased a vintage, holiday-themed bus. This bus had previously been used in the "Stuff-A-Bus" event, where community members donated toys to be distributed to local children.
4/16/2025	Senior Center Resource Fair	MBL staff hosted a booth at the Senior Center Resource Fair, offering swag giveaways and engaging with community members. We provided information on MBL's transit services, including senior discounted fares, accessible routes, and our dial-a-taxi program.

5. MBL Public Engagement – Moving Forward

Additionally, MBL regularly engages the public and plans to continue engaging the public by:

- Encouraging public comments at the monthly Board of Directors meeting.
- Encouraging public comments at the bi-monthly Business Advisory Council meetings.
- Participating in public involvement activities (meetings, hearings, advisory groups, workshops and task forces) to help the community understand current and upcoming projects, identify community interest and needs, eliminate negative perceptions, and define project goals.
- Developing clear, concise and understandable documents for members of the public, including EJ individuals, to provide comments on proposed projects.
- Fully Implementing the MBL's Limited English Proficiency Plan.
- Conducting public meetings that are accessible to all, as well as persons with disabilities; and include visual and tactile presentation tools and techniques.
- Using traditional and non-traditional media (website, newspapers, social media, signs, etc.) to provide the public, including LEP and EJ groups with information about upcoming public participation events.
- Distributing information such as flyers or handbills through mass mailings, postings at community centers, police stations, fire-stations, paratransit buses, and social gathering events.
- Making public information available in electronically accessible formats.
- Partnering with community-based organizations that serve underrepresented populations and minority and women business organizations.

Currently, MBL provides email subscribers MBL project updates, newsletters and/or announcements; and additional stakeholders are kept informed through MBL's social media platforms (Facebook, Instagram, and Twitter). MBL's reach is further augmented through staff interactions with daily transit riders and MBL's Customer Service department.

6. Contact Information

MBL posts Title VI general notices, including this plan, on our website at:
https://www.montebelloca.gov/departments/transit/civil_rights/title_vi_compliance.

Any questions regarding this plan may be directed to: Montebello Bus Lines

Attn: Transit Operations Manager

400 S. Taylor Ave. Montebello, CA 90640.

Phone: (323) 558-1625 Email: ridembl@montebelloca.gov



ITEM # 30

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-34 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MAY 25, 2025**

RESOLUTION NO 25-34
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.1593, consisting of 7 pages, and including:

Warrant No.

General: Check No. 607013 through 607155
ACH No. 8486 through 8546
Successor Agency: Check No. 1533 through 1533

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 ON THIS 28th OF MAY 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-34

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. 25-34 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 28th day of May 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. 1593
From Payment Date 05/02/25 - To Payment Date 05/15/25

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8486	05/08/2025	\$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
8487	05/08/2025	\$8,565.16	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8488	05/08/2025	\$1,402.93	SUPPLIES	62880	AMERICAN MARKER
8489	05/08/2025	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
8490	05/08/2025	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
8491	05/08/2025	\$523,996.94	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
8492	05/08/2025	\$40.00	CARPOOL INCENTIVE	4827	RIJUL BHASKAR
8493	05/08/2025	\$780.33	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
8494	05/08/2025	\$40.00	CARPOOL INCENTIVE	4159	ROBERT FIERRO
8495	05/08/2025	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
8496	05/08/2025	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
8497	05/08/2025	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
8498	05/08/2025	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
8499	05/08/2025	\$2,163.24	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
8500	05/08/2025	\$17,540.28	CONTRACT SERVICES	3490	INTER-CON SECUIRITY SYSTEMS INC
8501	05/08/2025	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
8502	05/08/2025	\$44,701.76	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
8503	05/08/2025	\$1,275.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
8504	05/08/2025	\$8,250.00	CONTRACT SERVICES	4931	LINCOLN CONCEPTS
8505	05/08/2025	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
8506	05/08/2025	\$40.00	CARPOOL INCENTIVE	4789	CESAR LOPEZ
8507	05/08/2025	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
8508	05/08/2025	\$40.00	CARPOOL INCENTIVE	4580	JEREMY MELENDEZ
8509	05/08/2025	\$1,449.35	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
8510	05/08/2025	\$12,330.70	CONTRACT SERVICES	19250	N/S CORPORATION
8511	05/08/2025	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
8512	05/08/2025	\$44,150.40	CONTRACT SERVICES	42180	PCAM LLC DBA PARKING COMPANY OF AMERICA
8513	05/08/2025	\$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
8514	05/08/2025	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
8515	05/08/2025	\$40.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
8516	05/08/2025	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
8517	05/08/2025	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
8518	05/08/2025	\$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES

8519	05/08/2025	\$1,300.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
8520	05/15/2025	\$454.06	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
8521	05/15/2025	\$4,859.73	TRAVEL & MEETINGS	3163	BANK OF AMERICA
8522	05/15/2025	\$1,135.54	SUPPLIES	3163	BANK OF AMERICA
8523	05/15/2025	\$1,480.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
8524	05/15/2025	\$2,393.00	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
8525	05/15/2025	\$4,388.04	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8526	05/15/2025	\$189.73	SUPPLIES	62880	AMERICAN MARKER
8527	05/15/2025	\$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
8528	05/15/2025	\$1,499.54	SUPPLIES	21690	COLUMBIA BUSINESS FORMS INC
8529	05/15/2025	\$343.30	CONTRACT SERVICES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS
8530	05/15/2025	\$462.88	SUPPLIES	70920	DECALS BY DESIGN INC
8531	05/15/2025	\$42,723.35	RETIREMENT	4110	DELTA DENTAL OF CALIFORNIA
8532	05/15/2025	\$1,758.87	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
8533	05/15/2025	\$4,436.14	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8534	05/15/2025	\$4,358.75	CONTRACT SERVICES	46870	HDL COREN & CONE
8535	05/15/2025	\$19,114.26	CONTRACT SERVICES	2793	IBE DIGITAL
8536	05/15/2025	\$43,759.00	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
8537	05/15/2025	\$36.08	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
8538	05/15/2025	\$8,405.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
8539	05/15/2025	\$120.60	TRAINING	3778	LAWRENCE MOON
8540	05/15/2025	\$437.52	CONTRACT SERVICES	19250	N/S CORPORATION
8541	05/15/2025	\$450.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
8542	05/15/2025	\$1,430.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
8543	05/15/2025	\$194.15	SUPPLIES	1120	BLUETRITON BRANDS INC
8544	05/15/2025	\$535.60	RETIREMENT	27300	ROBERT C TUFANO
8545	05/15/2025	\$4,956.91	SUPPLIES	19070	WALTERS WHOLESALE ELECTRIC CO
8546	05/15/2025	\$57,906.00	CONTRACT SERVICES	4256	VERDANT LANDSCAPING, INC.
ACH TOTAL		\$893,716.41			
607013	05/08/2025	\$450.00	CONTRACT SERVICES	1674	1st JON INC
607014	05/08/2025	\$4,048.38	ADVERTISING/PRINTING SERVICES	31600	4 IMPRINT
607015	05/08/2025	\$18,464.42	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
607016	05/08/2025	\$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC
607017	05/08/2025	\$109,458.88	IMPROVEMENTS OTHER THAN BUILDING	4762	ALFARO COMMUNITCATIONS CONSTRUCTION, INC
607018	05/08/2025	\$12,500.00	MISCELLANEOUS EXPENSE	4966	SUSAN ANDERSON
607019	05/08/2025	\$189.46	UTILITY SERVICES	39550	AT&T
607020	05/08/2025	\$4,257.63	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
607021	05/08/2025	\$430.29	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
607022	05/08/2025	\$975.00	DUES & SUBSCRIPTIONS	1602	CALIFORNIA ASSOCIATION FOR COORDINATED TRANSPORTATION
607023	05/08/2025	\$345.42	DUES & SUBSCRIPTIONS	68300	CALIFORNIA BUILDING STANDARDS COMMISSION

607024	05/08/2025	\$10,345.68	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607025	05/08/2025	\$732.64	CONTRACT SERVICES	3173	HERMES CARBAJAL
607026	05/08/2025	\$50.00	SALARIES	4985	RICHARD CARLIN
607027	05/08/2025	\$12,515.22	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
607028	05/08/2025	\$693.98	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
607029	05/08/2025	\$1,452.33	CONTRACT SERVICES	4736	JOE DE LA TORRE
607030	05/08/2025	\$1,655.79	DUES & SUBSCRIPTIONS	31150	DEPARTMENT OF CONSERVATION
607031	05/08/2025	\$1,869.00	FRINGE BENEFITS	4994	CHRISTIAN DER GREGORIAN
607032	05/08/2025	\$70.00	POLICE RELATED FEES	4978	MARK SHOTWELL ENRIQUEZ
607033	05/08/2025	\$1,743.98	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
607034	05/08/2025	\$115.51	CONTRACT SERVICES	22400	FEDERAL EXPRESS CORPORATION
607035	05/08/2025	\$844.07	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607036	05/08/2025	\$29,087.00	MACHINERY & EQUIPMENTS	4903	GEARGRID LLC
607037	05/08/2025	\$99.73	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
607038	05/08/2025	\$80.00	CARPPOOL INCENTIVE	4920	NOEL GUZMAN
607039	05/08/2025	\$185.00	GENERAL GOVERNMENT	4987	ALONA OSO HERNANDEZ
607040	05/08/2025	\$2,602.65	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607041	05/08/2025	\$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
607042	05/08/2025	\$50.00	SALARIES	4986	OLIVER JIMENEZ
607043	05/08/2025	\$7,449.28	VEHICLE MAINTENANCE/EXPENSES	4422	KNIGHT TECHNOLOGY GROUP
607044	05/08/2025	\$76,533.39	CONTRACT SERVICES	3716	KOA CORPORATION
607045	05/08/2025	\$50.00	SALARIES	4991	ASHLEY LEPE
607046	05/08/2025	\$24.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
607047	05/08/2025	\$304.05	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
607048	05/08/2025	\$8,879.11	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
607049	05/08/2025	\$2,500.00	DUES & SUBSCRIPTIONS	3134	LOS ANGELES COUNTY ECONOMIC DEVELOPMENT
607050	05/08/2025	\$100.00	SALARIES	4989	OLAF LUEVANO
607051	05/08/2025	\$6,639.53	VEHICLE MAINTENANCE/EXPENSES	7110	MOHAWK MFG & SUPPLY CO
607052	05/08/2025	\$10,691.05	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
607053	05/08/2025	\$2,240.00	CONTRACT SERVICES	3049	MUNISERVICES LLC
607054	05/08/2025	\$1,400.88	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607055	05/08/2025	\$131.08	SUPPLIES	15620	OFFICE DEPOT INC
607056	05/08/2025	\$40.00	CARPPOOL INCENTIVE	4327	ROSEMARY PERICH
607057	05/08/2025	\$5,100.00	TRAINING	1074	POLICE RECORDS & INFORMATION MANAGEMENT GROUP
607058	05/08/2025	\$1,380.00	CONTRACT SERVICES	3601	PROFESSIONAL INTERPRETING LLC
607059	05/08/2025	\$490.22	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607060	05/08/2025	\$473.00	TRAVEL & MEETINGS	3849	GARY T ROBINSON
607061	05/08/2025	\$53,986.88	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
607062	05/08/2025	\$8,759.66	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607063	05/08/2025	\$777.42	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607064	05/08/2025	\$473.00	TRAVEL & MEETINGS	3161	DANIEL SIFUENTES
607065	05/08/2025	\$258.67	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

607066	05/08/2025	\$1,401.92	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
607067	05/08/2025	\$165.96	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
607068	05/08/2025	\$146,802.84	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607069	05/08/2025	\$45,634.91	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
607070	05/08/2025	\$198.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
607071	05/08/2025	\$1,512.50	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
607072	05/08/2025	\$3,675.72	SUPPLIES	3866	THE HABIT RESTAURANTS LLC
607073	05/08/2025	\$218.00	MACHINERY & EQUIPMENTS	41430	THOMSON REUTERS - WEST
607074	05/08/2025	\$40.00	CARPOOL INCENTIVE	4781	TAM TIEU
607075	05/08/2025	\$70.00	POLICE RELATED FEES	4979	ALFONSO TORO JR.
607076	05/08/2025	\$7,800.00	CONTRACT SERVICES	4962	TOWER SAFETY & INSTRUCTION
607077	05/08/2025	\$64,271.50	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
607078	05/08/2025	\$340.33	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
607079	05/08/2025	\$50.00	SALARIES	4988	JOSHUA OLLOA
607080	05/08/2025	\$37,301.64	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607081	05/08/2025	\$17,250.00	CONTRACT SERVICES	3898	URBAN FUTURES, INC.
607082	05/08/2025	\$6,800.00	CONTRACT SERVICES	3931	VERITONE, INC.
607083	05/08/2025	\$1,046.56	UTILITY SERVICES	23610	VERIZON WIRELESS
607084	05/08/2025	\$1,499.40	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
607085	05/08/2025	\$386.51	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607086	05/08/2025	\$3,003.38	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607087	05/15/2025	\$6,720.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
607088	05/15/2025	\$1,637.14	MACHINERY & EQUIPMENTS	3387	AMERICAN POWER SYSTEMS LLC
607089	05/15/2025	\$4,497.35	MACHINERY & EQUIPMENTS	3812	APPLIED CONCEPTS, INC.
607090	05/15/2025	\$2,181.32	UTILITY SERVICES	39550	AT&T
607091	05/15/2025	\$7,909.89	UTILITY SERVICES	39550	AT&T
607092	05/15/2025	\$55.00	UTILITY SERVICES	1732	AT&T CORP
607093	05/15/2025	\$1,900.00	CONTRACT SERVICES	4285	BARR & CLARK INC
607094	05/15/2025	\$225.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
607095	05/15/2025	\$257.60	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607096	05/15/2025	\$156.24	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607097	05/15/2025	\$7,330.62	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607098	05/15/2025	\$133.33	SAFETY PROGRAM	1294	CINTAS CORPORATION NO 2
607099	05/15/2025	\$145.48	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607100	05/15/2025	\$1,951.00	RETIREMENT	3128	CITY OF BELL GARDENS
607101	05/15/2025	\$27.64	UTILITY SERVICES	36610	CITY OF PICO RIVERA
607102	05/15/2025	\$945.00	CONTRACT SERVICES	3879	CRIME SCENE STERI-CLEAN LLC
607103	05/15/2025	\$1,800.00	CONTRACT SERVICES	4420	DF POLYGRAPH
607104	05/15/2025	\$8,707.28	SUPPLIES	27910	DOOLEY ENTERPRISES INC
607105	05/15/2025	\$624.00	TRAINING	4999	DPREP INC.
607106	05/15/2025	\$5,877.55	MACHINERY & EQUIPMENTS	4794	DUNN-EDWARDS CORPORATION
607107	05/15/2025	\$251.73	CONTRACT SERVICES	1894	ECONOMY RENTAL INC

607108	05/15/2025	\$3,620.49	SUPPLIES	4893	ELITE TRUCK BOXES LLC DBA ELITE TRUCK
607109	05/15/2025	\$9,785.00	CONTRACT SERVICES	1168	EVERBRIDGE INC
607110	05/15/2025	\$146.73	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
607111	05/15/2025	\$32.08	MACHINERY & EQUIPMENTS	22400	FEDERAL EXPRESS CORPORATION
607112	05/15/2025	\$1,580.99	UNIFORM EXPENSE	55650	GALLS LLC
607113	05/15/2025	\$250.00	GENERAL GOVERNMENT	4996	ASHLEY M. GARCIA
607114	05/15/2025	\$456.84	CONTRACT SERVICES	4694	CRISTINA GARCIA
607115	05/15/2025	\$37.65	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
607116	05/15/2025	\$250.00	GENERAL GOVERNMENT	4997	BREANNA GONZALEZ
607117	05/15/2025	\$75.00	FUEL	3547	ZACHARY HUMBER
607118	05/15/2025	\$2,994.64	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
607119	05/15/2025	\$1,280.00	TRAVEL & MEETINGS	133	LIONS CLUB OF MONTEBELLO
607120	05/15/2025	\$310.00	TRAINING	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
607121	05/15/2025	\$45,376.07	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
607122	05/15/2025	\$161,594.56	ELECTION EXPENSE	58760	COUNTY OF LOS ANGELES
607123	05/15/2025	\$1,248.50	CONTRACT SERVICES	41130	MIHM INC
607124	05/15/2025	\$450.00	MISCELLANEOUS EXPENSE	4056	MOBAR COFFEE CO.
607125	05/15/2025	\$6,375.00	CONTRACT SERVICES	3569	MYNP COM NURSING CORPORATION
607126	05/15/2025	\$218.70	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607127	05/15/2025	\$650.00	MISCELLANEOUS EXPENSE	5001	NATHALIE JIMENEZ DBA JMZ PHOTO BOOTH
607128	05/15/2025	\$388.83	UNIFORM EXPENSE	47860	NATIONAL EMBLEM INC
607129	05/15/2025	\$137,846.28	VEHICLE PURCHASES	4864	OLATHE FORD SALES INC DBA OLATHE FORD LINCOLN
607130	05/15/2025	\$528.16	RETIREMENT	42490	LINDA PAYAN
607131	05/15/2025	\$1,946.08	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
607132	05/15/2025	\$444.38	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607133	05/15/2025	\$250.00	CONTRACT SERVICES	3233	PUEPKE CONSULTING
607134	05/15/2025	\$800.00	CONTRACT SERVICES	3209	RADCO ICE LLC
607135	05/15/2025	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
607136	05/15/2025	\$167.47	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
607137	05/15/2025	\$5,876.60	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
607138	05/15/2025	\$29,230.76	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607139	05/15/2025	\$3,360.00	TRAINING	3385	STATE OF CA - DEPT OF FORESTRY AND FIRE PROTECTION
607140	05/15/2025	\$1,200.60	CONTRACT SERVICES	3762	SUPERIOR PROTECTION SERVICES CA INC
607141	05/15/2025	\$1,586.00	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
607142	05/15/2025	\$3,252.68	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607143	05/15/2025	\$4,762.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607144	05/15/2025	\$998.00	TRAINING	4998	TOC PUBLIC RELATIONS
607145	05/15/2025	\$5,334.30	SUPPLIES	69680	TRIANGLE SPORTS INC
607146	05/15/2025	\$250.00	GENERAL GOVERNMENT	2054	ESTHER TRUJILLO
607147	05/15/2025	\$3,375.00	SUPPLIES	2611	TURBOSCAPE INC
607148	05/15/2025	\$9,143.83	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607149	05/15/2025	\$2,379.13	UTILITY SERVICES	72570	US TELEPACIFIC CORP

607150	05/15/2025	\$49,824.04	CONTRACT SERVICES	4787	VERDE FACILITIES SERVICES LLC
607151	05/15/2025	\$188,730.00	MACHINERY & EQUIPMENTS	4919	VERTOSOFT LLC
607152	05/15/2025	\$117.22	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
607153	05/15/2025	\$822.83	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607154	05/15/2025	\$313.15	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
607155	05/15/2025	\$9,000.00	ADVERTISING/PRINTING SERVICES	1415	SAN GABRIEL VALLEY ECONOMIC PARTNERSHIP
CHECK TOTAL		<u>\$1,501,656.79</u>			
1533	05/08/2025	\$9,200.00	CONTRACT SERVICES	3898	URBAN FUTURES, INC.
SUCCESSOR TOTAL		<u>\$9,200.00</u>			
GRAND TOTAL		<u><u>\$2,404,573.20</u></u>			