



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, JUNE 11, 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)
One claim of threatened litigation
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 LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, INTERSEX (LGBTQI+) PRIDE MONTH**
4. **PROCLAMATION FOR JUNETEENTH**
5. **PROCLAMATION FOR SCLERODERMA AWARENESS MONTH**
6. **FISCAL YEAR 2025-26 PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) OVERVIEW**
7. **PARKS DIVISION PRESENTATION BY THE MONTEBELLO POLICE DEPARTMENT**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

8. RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING CHARGES ANNUAL RATE ADJUSTMENT

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider approving the attached Resolution No. 25-44 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2025-26 (Attachment A) per Agreement No. 4279 between the City of Montebello and Arakelian Enterprises (dba Athens Services); and,
2. Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls; and,
3. Take such additional, related action that may be desirable.

9. PRESENTATION OF STATUS OF VACANCIES AND RECRUITMENT AND RETENTION EFFORTS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 3502.3

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a public hearing to present the status of vacancies and recruitment and retention efforts in accordance with Government Code section 3502.3; and
2. Take such additional, related action that may be desirable.

10. ADOPTION OF FIRE HAZARD SEVERITY ZONES (FHSZ) PURSUANT TO GOVERNMENT CODE SECTION 51178

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2480 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DESIGNATING FIRE HAZARD SEVERITY ZONES," accepting and implementing the updated California Department of Forestry and Fire Protection (CAL FIRE) Local Responsibility Area (LRA) maps for Montebello; and,
2. Take such additional, related action that may be desirable.

REGULAR BUSINESS

11. ADOPT RESOLUTION NO. 25-43 APPROVING THE FISCAL YEAR 2025-26 PROJECT LIST FOR SENATE BILL 1 “THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017” (SB1/RMRA) FUNDED PROJECTS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-43 approving the Fiscal Year 2025-26 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017 (SB1/RMRA) funded projects; and

2. Authorize staff to submit the resolution and project list to the California Transportation Commission (CTC); and
3. Take such additional, related action that may be desirable.

12. ACCEPTANCE OF THE RIO HONDO ACCESS IMPROVEMENT PROJECT (LANDSCAPE) (C.P. 924) – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the Rio Hondo Access Improvement Project (Landscape) (C.P. 924) as completed by Voltaire Engineering, Inc.; and,
2. Approve the final contract amount with Voltaire Engineering, Inc. for the Project in the amount of \$466,827, inclusive of all change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and,
5. Authorize the release of the retention payment of \$23,341 due to Voltaire Engineering, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

13. APPROVE AGREEMENT NO. 4302 WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) ALLOWING THE CITY TO ASSUME MANAGEMENT AND ADMINISTRATION OF THE "OPERATION STAY SAFE" AGREEMENT WITH LA CADA

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4302 with the San Gabriel Valley Council of Governments (SGVCOG) to assume management and administration of the "Operation Stay Safe" agreement with LA CADA; and
2. 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 AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3996 WITH COASTAL OCCUPATIONAL MEDICAL GROUP (DBA AKESO OCCUPATIONAL HEALTH) FOR PRE-EMPLOYMENT, DRUG AND ALCOHOL TESTING, RETURN-TO-WORK EVALUATIONS, AND WORKERS' COMPENSATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3996 with Coastal Occupational Medical Group (DBA Akeso Occupational Health); and
2. Authorize the City Manager to execute the amendment, extending the term of the agreement to June 30, 2026; and,
3. Increase the total not-to-exceed amount of the Agreement by \$50,000 (to \$75,000) for one additional year (Fiscal Year 2025-26); and
4. Increase the not-to-exceed amount by \$47,000 for Fiscal Year 2024-25 to process existing invoices for current services; and
5. Take such additional, related action that may be desirable.

15. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4309 WITH LIEBERT CASSIDY WHITMORE (LCW) FOR CITYWIDE LEGAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4309 with Liebert Cassidy Whitmore (LCW) to provide legal services in labor and employment matters for an initial three (3) year term in an amount not-to exceed \$150,000; and
2. Authorize the City Manager to execute the agreement; and
3. Take such additional, related action that may be desirable.

16. APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 4085 WITH BLACK AND WHITE EMERGENCY VEHICLES, LLC FOR CITY VEHICLE UPFITTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4085 with Black and White Emergency Vehicles, LLC for a two-year extension to provide vehicle unfitting services through June 30, 2027; and,
2. Confirm the not-to-exceed amount of \$200,000 annually, for Fiscal Years 2025-26 and 2026-27 with the option for the City Manager to authorize an increase of up to \$50,000 annually if needed; and,
3. Authorize the City Manager to execute the amendment; and,
4. Take such additional, related action that may be desirable.

17. AUTHORIZATION TO ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE DOWNTOWN SEWER REPLACEMENT PROJECT (CP 919) AND AUTHORIZE BID ADVERTISEMENT

RECOMMENDATION: It is recommended that the City Council:

1. Adopt construction plans and specifications for CP No. 919 Downtown Sewer Replacement (Project); and
2. Approve Environmental Assessment pursuant to California Environmental Quality Act (CEQA) Guidelines §15282(k) (Other Statutory Exemptions). This exemption allows for installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

18. ADOPT RESOLUTION NO. 25-42 ADOPTING THE 2025 SANITARY SEWER MANAGEMENT PLAN AND AUTHORIZING THE RE-CERTIFICATION WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 25-42 adopting the 2025 Sewer System Management Plan; and
2. Authorize the Director of Public Works to re-certify the 2025 Sanitary Sewer Management Plan with the State Water Resources Control Board (SWRCB); and
3. Take such additional, related action that may be desirable.

19. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3999 WITH MARK THOMAS FOR ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3999 between the City of Montebello and Mark Thomas 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.

20. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4000 WITH H.W. LOCHNER, INC. FOR ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4000 between the City of Montebello and H.W. Lochner, Inc., formerly known as KOA Corporation, 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.

21. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3861 WITH GRAPHIC ELECTRIC

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3861 between the City of Montebello and Graphic Electric 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.

22. APPROVE AMENDMENT NO.2 TO AGREEMENT NO. 3871 WITH JAIRO'S PLUMBING INC. TO PROVIDE CITYWIDE AS-NEEDED PLUMBING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3871 between the City of Montebello and Jairo's Plumbing Inc. for a One (1) Year Extension to provide citywide as-needed plumbing services; and
2. Authorize the City Manager to execute the Amendment on behalf of the City;
3. Take such additional, related action that may be desirable.

23. ADOPT RESOLUTION NO. 25-39 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE MEASURE R – 20% BUS OPERATION PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-39 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to continue Montebello Bus Lines' (MBL) participation in the Measure R – 20% Bus Operation Program (BOP) effective July 1, 2025 through June 30, 2035; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be desirable.

24. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4105 WITH KAT CONSULTING SERVICES LLC, TO PROVIDE FEDERAL GRANT WRITING AND CONSULTING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4105 with KAT Consulting Services LLC (KAT Consulting), for an additional one-year (1-year) term and increase the total not-to-exceed amount from \$49,900 to \$69,400, to provide federal grant writing and consulting services for Montebello Bus Lines' (MBL); and
2. Authorize the City Manager to execute Amendment No. 2 on behalf of the City of Montebello (City); and
3. Take such additional, related, action that may be desirable.

25. APPROVE ISSUING REQUEST FOR PROPOSALS, NO. 25-11 FOR METROLINK RAIL FEEDER SHUTTLE SERVICE

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing Request for Proposal (RFP) No. 25- 11 (RFP No. 25-11) for Metrolink Rail Feeder Shuttle Service; and
2. Take such additional, related, action that may be desirable.

26. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3980 WITH PUN GROUP, LLP FOR FINANCIAL AUDIT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3980 with The Pun Group, LLP; and,
2. Authorize the City Manager to execute the amendment, extending the term of the agreement to June 30, 2027; and,
3. Take such additional, related action that may be desirable.

27. APPROVE AGREEMENT NO. 4338 WITH THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) FOR TEMPORARY ASSIGNMENT OF VEHICULAR EQUIPMENT – WATER TENDER WT-11

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4338 with the Governor's Office of Emergency Services (Cal OES) and authorize the City Manager to execute all necessary documents to complete the temporary assignment of Water Tender WT-11 to the City's Fire Department; and
2. Take such additional, related action that may be desirable.

28. APPROVE AGREEMENT NO. 4347 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MONTEBELLO TO ACCEPT FISCAL YEAR 2025-26 MEASURE A HOMELESS FUNDING

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4347 (Los Angeles County Agreement HI-2025-009) with the County of Los Angeles' Chief Executive Office (CEO) to accept Measure A funding in the amount of \$617,727 for Fiscal Year 2025-26; and,
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$617,800 in Account No. 261-85-867-6040.10 (Measure A - LA County Homeless, Fire, Measure A - LA County Homeless, Other Contract Services [expenditures]), and \$617,800 in Account No. 261-99-4198.28 (Measure A - LA County Homeless, Miscellaneous Grants - Measure A - LA County Homeless [revenue]); and,
3. Take such additional, related action that may be desirable.

29. APPROVAL OF MINUTES: APRIL 9, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

30. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-41 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JUNE 11, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-41 approving the Warrant Register dated June 11, 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.

- Ric Alonzo, Councilmember

1. A reaffirmation of lawful governance, the structural defense of dignity and the elimination of civic dysfunction through principled leadership.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 25, 2025, at 6:00 p.m.**, which can be live-streamed at <https://www.montebelloca.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, June 8, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- **CITY OF MONTEBELLO FORECASTED AGENDA**



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works
Michael Solorza, Director of Finance

**SUBJECT: RESIDENTIAL SOLID WASTE COLLECTION AND RECYCLING
CHARGES ANNUAL RATE ADJUSTMENT**

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a Public Hearing and consider approving the attached Resolution No. 25-44 establishing the updated residential solid waste collection and recycling rate for Fiscal Year 2025-26 (Attachment A) per Agreement No. 4279 between the City of Montebello and Arakelian Enterprises (dba Athens Services); and,
2. Direct staff to forward the Resolution to the Los Angeles County Auditor-Controller to place the revised charges on the property tax rolls; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Agreement No. 4279 between the City and Arakelian Enterprises (dba Athens Services) dictates the terms and conditions whereby residential refuse and recycling services are provided in the City of Montebello. This agreement took effect February 11, 2025 and was the result of a comprehensive request for proposals process approved by City Council on May 22, 2024 (Request for Proposals No. 24-00, Attachment D). The responses to RFP 24-00 were reviewed and scored and direction was provided by City Council on October 23, 2024 (Attachment E) for the City Manager to negotiate an exclusive franchise for residential solid waste and recycling services with Arakelian Enterprises (dba Athens Services).

As per City Council direction, the City Manager, City Attorney, Public Works Director and

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the City's refuse consultant met with Athens' management team to negotiate the specifics of the new franchise agreement.

Among the services that are included in Agreement No. 4279 are Air Quality Management District (AQMD) compliant vehicles; a rate adjustment tied to changes in the Consumer Price Index for Trash and Garbage Collection; standardized automated cart services for all commodities with at least 75% of collected residential material diverted, recovered, or recycled through the automated cart service; color-coded carts that clearly identify commodities for each cart provided (Black for trash, Green for organics and food, and a new Blue cart for commingled recyclables); unlimited bulky item pickups for residential units with a five-item limit per pickup; the collection of abandoned or illegally discarded bulky item waste throughout the City on regular collection days; Citywide Quarterly cleanups; mulch for use in City-owned and/or maintained facilities, parks or common areas, and a minimum of two residential mulch and composting giveaway opportunities for Montebello residents.

The rates not only include services for solid waste and recycling but also green waste and organics collection, which will incorporate food scraps and food-soiled paper into a combined system which will assist the City in meeting diversion requirements established by the State.

The franchise also includes a sixteen percent (16%) franchise fee paid to the City. The franchise fee will be calculated based on gross receipts. The previous franchise agreement did not have a provision for payment of a franchise fee. This will be a new source of revenue received by the General Fund.

Residents are assessed the monthly refuse rate as part of the annual property tax billing process through the County of Los Angeles. Staff work with the County of Los Angeles through their "direct assessment" process to place the updated rate on the property tax roll every August.

Since Agreement No. 4279 was effective February 11, 2025, the \$43.94 per unit per month rate has been effective since then. However, this new rate can only be placed on the tax roll once per year, which allows for collection by the County and remittance of the revenue to the City through the normal property tax collection process. Therefore, the amount due to Athens from February 11 to June 30, 2025 (i.e., the "uncollected differential amount") must be added to the amount placed on the annual tax roll for Fiscal Year 2025-26. Therefore, the monthly per unit amount that will be collected in Fiscal Year 2025-26 will be \$48.30.

Staff recommends reviewing the proposed rate increase (Attachment B) and approving a new residential rate of \$48.30 per month for FY 2025-26. This new amount includes the agreed upon monthly rate of \$43.94 plus a one-time adjustment for the "uncollected differential amount" (i.e., \$4.36). If approved by the City Council, the new rate would be effective July 1, 2025, and Staff will place the new rate on the tax roll through the County of Los Angeles' "direct assessment" process.

BACKGROUND/DISCUSSION:

The previous franchise agreement with Athens Services ended on February 11, 2025. This resulted in the City having to issue a formal request for proposal on May 22, 2024 for residential solid waste, recycling, and organics collection and processing in order to continue providing essential services to residents and to comply with CalRecycle mandated requirements and State legislative enactments (Attachment D). The results of RFP 24-00 resulted in City Council action on October 23, 2024 directing the City Manager to negotiate an exclusive franchise agreement with Athens Services for residential solid waste and recycling services (Attachment E).

The State of California, through the authority of CalRecycle, regulates the operation of solid waste facilities. It is a core value of CalRecycle to manage and mitigate the impacts of solid waste on public health and safety and the environment by enforcing compliance with regulations and state minimum standards through integrated and consistent permitting, inspection, and enforcement efforts. Additionally, the City is required to comply with the requirements of Senate Bill (SB) 1383, which is the most comprehensive change in solid waste regulations since the inception of AB 939 in 1989.

To comply with SB 1383, the City, through its franchised waste hauler, is required to ensure that all residents recycle their organic waste. Incorporating the new regulations into Agreement No. 4279 was both necessary and timely given that the previous franchise agreement expired on February 11, 2025. The onus is on the City to enforce waste reduction through various means, including, but not limited to, inspections/audits of refuse containers.

Between October, 2024 and February, 2025 Staff and Athens' management team negotiated the specifics of the new franchise agreement. In addition to including adherence to current State and Federal regulations, expansion of recycling efforts was included (i.e., addition of a "blue cart") as well as community-oriented services such as continuation of unlimited bulky item pick-up, collection of illegally dumped items within city limits, quarterly cleanups, mulch for City facilities and parks, and at least two residential mulch and composting giveaways.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The recommended action would set the annual per unit, monthly refuse rate for Fiscal Year 2025-26 (July 1, 2025 through June 30, 2026) at \$43.94 plus the "uncollected differential amount" of \$4.36, for a total per unit, monthly rate of \$48.30. The "uncollected

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differential amount” of \$4.36 (Attachments A and B) represents the differential between the existing Fiscal Year 2024-25 rate and the new rate effective February 11. Staff will work through the County of Los Angeles’ “direct assessment” process to place the per unit, monthly amount on the annual tax roll.

ATTACHMENT(S)

1. ATTACHMENT A - Resolution No. 25-44 - Refuse Rate Assessment Update 06_11_2025
2. ATTACHMENT B - Refuse Rate Adjustment Letter from Athens
3. ATTACHMENT C - Public Hearing Notice-Proof of Publication
4. ATTACHMENT D - Solicitation of Proposals for Solid Waste Services Agenda Item 7, 05_22_2024
5. ATTACHMENT E - Award Franchise for Solid Waste Services Agenda Item 8, 10_23_2024

ATTACHMENT A

RESOLUTION NO. 25-44

A RESOLUTION OF THE CITY OF MONTEBELLO APPROVING A RATE ADJUSTMENT FOR ATHENS SERVICES FOR THE COLLECTION OF RESIDENTIAL WASTE FOR FISCAL YEAR 2025-26 AND FUTURE ADJUSTMENTS CONSISTENT WITH THE FRANCHISE AGREEMENT (AGREEMENT NO. 4279) BETWEEN THE CITY AND ATHENS SERVICES

RECITALS

WHEREAS, the City of Montebello ("City") contracts for residential waste hauling services with Arakelian Enterprises (dba "Athens Services"); and

WHEREAS, Agreement No. 668 and Agreement No. 3740 expired effective February 11, 2025 and as such franchise Agreement No. 4279 for the provision of residential waste hauling services by Athens Services was approved by the City Council and terms were negotiated in good faith between the City and Athens Services; and

WHEREAS, pursuant to the terms of Agreement No. 4279 ("Agreement"), Athens is entitled to an annual adjustment to the monthly rates to be charged by Athens to residential customers for waste collection services; and

WHEREAS, among other things, the Agreement sets the rates to be charged to residential customers, providing for circumstances under which such rates may be increased; and

WHEREAS, per the Agreement, a request for rate adjustment shall not be deemed as action by the City to establish or set rates, but rather the City's approval is solely required to verify the accuracy and appropriateness of the requested adjustment; and

WHEREAS, the City Council by approving this resolution intends to confirm Athens' residential rates for the period of February 11, 2025 through June 30, 2026 and to also confirm adjustment to rates for subsequent years based upon the Consumer Price Index for Trash and Garbage Collection formula consistent with and as set forth in Agreement No. 4279.

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

SECTION 1: That pursuant to Agreement No. 4279, the City Council is to review and consider the request submitted by Athens for a rate adjustment for monthly waste service charges for residential customers. On May 23, 2025, Athens submitted a request for approval for a rate adjustment for the period of February 11, 2025 through June 30, 2025 consistent with the terms of the Agreement.

SECTION 2: That Agreement No. 4279 became effective February 11, 2025 and as such the new monthly rate became effective that same date.

RESOLUTION NO. 25-44

Page 2 of 3

SECTION 3: That the annual refuse rate is collected via the County of Los Angeles Direct Assessment (DA) Property Tax process and updates to rates placed on the property tax roll per the Direct Assessment process can only be effected once per year (i.e., August). Therefore, the monthly per customer rate for the period of July 1, 2025 through June 30, 2026 will include the amount due beginning from February 11 through June 30, 2025, herein referred to as the “uncollected differential amount.”

SECTION 4: The City Council ratifies the residential solid waste collection fee to be charged by Athens on a monthly basis for each residential customer at the amount of \$48.30 per customer per month; which is the new rate per Agreement No. 4279 plus the “uncollected differential amount,” annualized, which accrued from the beginning of the term of the Agreement on February 11, 2025.

SECTION 5: The City Council further confirms the formula for annual rate adjustments for subsequent fiscal years for each residential customer based upon the Consumer Price Index for Trash and Garbage Collection formula consistent with and as set forth in the Agreement.

SECTION 6: That the City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original Resolutions.

SECTION 7: The City Council authorizes the City Clerk to forward this resolution to the Los Angeles County Auditor-Controller for processing this rate adjustment and to be placed upon the tax collection rolls for residential waste customers within the City of Montebello.

APPROVED AND ADOPTED THIS 11TH DAY OF JUNE, 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. 25-44

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. 25-44 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 11th day of June 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

May 23, 2025

City of Montebello
Attn: Michael Solorza
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Residential Contract Rate for July 1, 2025 through June 30, 2026

Dear Mr. Solorza,

As you know, Arakelian Enterprises, Inc. (dba Athens Services) entered into a new exclusive residential agreement with the City of Montebello effective February 11, 2025. Per the approved Agreement between Athens and the City, the starting customer monthly rate for this new contract is a gross rate of \$43.94, effective February 11, 2025.

This letter serves to inform the City that Athens will submit monthly invoices to the city for solid waste & recycling collection services covering the period of July 1, 2025 through June 30, 2026 at the gross customer rate of \$43.94. As of the date of this letter, the unit count is 11,920. However, as this is the start of a new contract, Athens is currently auditing all residential unit addresses in the city to verify against the total unit count of 11,920. Upon our final review and auditing of this unit count, Athens will work with city staff to resolve and agree upon any discrepancies in the unit count in order to come up with an agreed upon revised unit count (if a revised count is warranted).

At the completion of the audit process, if the unit count remains the same, Athens will submit monthly invoices to the City at a total amount of \$523,764.80 ($\$43.94 \times 11,920$ units), covering the service period of July 1, 2025 through June 30, 2026.

If the agreed upon total unit count is revised, Athens will submit monthly invoices to the City at a total amount equal to $\$43.94 \times$ the revised total unit count, covering the service period of July 1, 2025 through June 30, 2026.

Please feel free to contact me directly at (626) 255-6174 with any questions or to discuss this process. We look forward to continuing to provide exceptional service to the residents of Montebello, and appreciate your assistance through this process.

Sincerely,

Christian Warner

Christian Warner
Sr. Vice President of Compliance

Cc: Raul Alvarez, City Manager, City of Montebello
Jeff Camera, President, MCA Consultants



May 23, 2025

City of Montebello
Attn: Michael Solorza
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Residential Contract Rate for February 11, 2025 through June 30, 2025

Dear Mr. Solorza,

As you know, Arakelian Enterprises, Inc. (dba Athens Services) entered into a new exclusive residential agreement with the City of Montebello effective February 11, 2025. Per the approved Agreement between Athens and the City, the starting customer monthly rate for this new contract is a gross rate of \$43.94, effective February 11, 2025.

This letter serves to confirm the verbal understanding between Athens and the City regarding the calculations, methodology, timing, and process of billing the new rate of \$43.94 from the effective date of February 11, 2025 through June 30, 2025, as follows:

- 1) Athens will continue to bill the City on a separate monthly invoice from February 2025 through June 2025 at the old rate of \$32.67 for 11,920 units, totaling \$389,426.40
- 2) While the new agreement states the new rate of \$43.94 effective February 11, 2025, Athens has agreed to defer the differential in the two rates (\$43.94 vs \$32.67, or \$11.27) for the period of February 11, 2025 through June 30, 2025. This differential amount will be deferred and billed to the City during the period of July 1, 2025 through June 30, 2026, as follows:
 - a. February 11th through 28th = \$86,366.16 ($\$11.27 \times 11,920 \times 64.29\%$)
 - i. Where 64.29% = 18 days / 28 days in February
 - b. March = \$134,338.40 = ($\$11.27 \times 11,920$)
 - c. April = \$134,338.40 = ($\$11.27 \times 11,920$)
 - d. May = \$134,338.40 = ($\$11.27 \times 11,920$)
 - e. June = \$134,338.40 = ($\$11.27 \times 11,920$)
 - i. Total differential deferred amount = \$623,719.76
 - f. $\$623,719.76 / 12 \text{ months} = \$51,976.65$
- 3) In summary, Athens will provide a separate monthly invoice to the City for \$51,976.65 per month, from July 2025 through June 2026, to capture the total differential deferred amount of \$623,719.76.

Please feel free to contact me directly at (626) 255-6174 with any questions or to discuss this process. We look forward to continuing to provide exceptional service to the residents of Montebello, and appreciate your assistance through this process

Sincerely,

Christian Warner

Christian Warner
Sr. Vice President of Compliance

Cc: Raul Alvarez, City Manager, City of Montebello
Jeff Camera, President, MCA Consultants



**CITY OF MONTEBELLO
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on **Wednesday, June 11, 2025, at 6:00 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following:

A revised and updated City residential refuse collection and curbside recycling program collection rate (collectively the "Rate"). The City will consider the adjustment of the Rate as follows as requested by franchisee and authorized by the Residential Waste Collection Agreement:

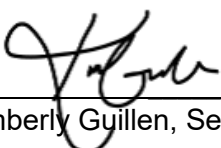
- Beginning on July 1, 2025, the monthly Rate for services provided under Agreement 668 between the City and AEI shall be \$43.94 per residential customer.
- Beginning on July 1, 2025, and on July 1 of each subsequent year until the Termination Date of Agreement 668, the Rate for services shall be adjusted in accordance with the then-latest available Consumer Price Index, as more specifically permitted pursuant to the formula set forth in Section 19 of Agreement 668, as amended.

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 11, 2025, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@montebellocal.gov where the public can submit written public comments no later than **Wednesday June 11, 2025, at 3:00 p.m.** These comments will 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://cityofmontebello.hosted2.civiclive.com/departments/administration/city_clerks_office.

If you challenge the rate adjustment 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 resolution and other material are available by contacting the City Clerk's Office at 323-887-1359.

Dated: May 12, 2025
Date published: May 29, 2025



Kimberly Guillen, Senior Deputy City Clerk

CALIFORNIA NEWSPAPER SERVICE BUREAU

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SAMANTHA NEVAREZ
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

WWA# 3926298

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

Public Hearing Notice - Refuse Rate Assessment - 06.11.2025

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

05/29/2025

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$255.00
www.capublicnotices.com	\$20.00
Total	\$275.00

**CITY OF MONTEBELLO
PUBLIC HEARING NOTICE**
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- Beginning on July 1, 2025, and on July 1 of each subsequent year until the Termination Date of Agreement 668, the Rate for services shall be adjusted in accordance with the then-latest available Consumer Price Index, as more specifically permitted pursuant to the formula set forth in Section 19 of Agreement 668, as amended.

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Dated: May 12, 2025

Date published: May 29, 2025

Kimberly Guillen, Senior Deputy City Clerk

5/29/25

WWA-3926298#

MONTEBELLO NEWS



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ITEM # 7

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE SOLICITATION OF PROPOSALS FROM EXISTING QUALIFIED AND ELIGIBLE CITY OF MONTEBELLO FRANCHISED SOLID WASTE HAULERS FOR RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to publish a Request for Proposal to obtain residential Solid Waste and Recycling Services; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing this Request for Proposal for residential solid waste and recycling services. Once proposals are submitted and evaluated, staff will return for agreement approval and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

The City seeks proposals from existing eligible and qualified franchised solid waste haulers to provide residential waste and recycling services. The selected firm will conduct and provide the services in their proposal under the appropriate tasks as outlined in the Request for Proposal (Attachment A).

Athens Services is the City's current franchised residential refuse hauler. Athens is a local waste collection and recycling company that has provided services in the City of Montebello. Athens provides environmental services through reuse, recycling, and

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

Page 2 of 3

composting and diverts valuable resources from landfills. Per the City's franchise contract with Athens, they are responsible for implementing all the requirements set forth by the State Department of Resources, Recycling and Recovery (CalRecycle). CalRecycle regulates the operation of solid waste facilities throughout the State of California. It is a core value of CalRecycle to manage and mitigate the impact of solid waste on public health and safety and the environment by enforcing compliance with regulations and state minimum standards through integrated and consistent permitting, inspection, and enforcement efforts.

Due to the implementation of Senate Bill 1383 (SB 1383), the landscape for how refuse is picked up and disposed of and ultimately reported to the State has become very complex. CalRecycle has posted a "Model Franchise Agreement" as a template that the City must adhere to. A formal RFP will be distributed to existing qualified and eligible City of Montebello franchised solid waste haulers to provide appropriate services related to this program. The following is a tentative schedule:

RFP ISSUED	May 23, 2024
REQUEST FOR INFORMATION DEADLINE: 11:00 AM	June 20, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	July 10, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 11:00 AM	September 3, 2024
TENTATIVE CITY COUNCIL AWARD DATE	October 23, 2024
TENTATIVE NOTICE TO PROCEED START DATE - COMMENCE SERVICES	February 12, 2025 or April 1, 2025

The RFP shall describe the service requested and provide the tasks required by the qualified vendor to submit a proposal. The time and location to submit proposals shall be placed within the RFP. Once proposals are submitted, reviewed and scored, staff will return to the City Council with a recommendation to award.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

Page 3 of 3

SUMMARY:

Staff recommends that the City Council authorize the City Attorney's office to publish a RFP to obtain services from a qualified and eligible vendor to provide residential solid waste and recycling services.

ATTACHMENT(S)

1. Attachment A - RFP Montebello Residential Solid Waste

NEXT STEPS:

N/A

CITY OF MONTEBELLO REQUEST FOR PROPOSAL (RFP No. 24-00)



RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

Department of Public Works

Issuance Date: May 25, 2024

Submittal Deadline: September 3, 2024 (Day after Labor Day)

Tentative Date to Award Contract at City Council Meeting: October 23, 2024

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INTRODUCTION

The City of Montebello (“City”) is requesting proposals from qualified solid waste and recycling companies licensed within the City and holding a valid City business license and solid waste hauler nonexclusive franchise agreement with the City to provide residential solid waste collection, transportation, recycling, and disposal services. For the purpose of clarification, the requested services include, but may not be limited to, Municipal Solid Waste (MSW), Recycling and related services, Greenwaste, Organics, Construction and Demolition (C&D), and Bulky Item Collection. It is the City’s intent to enter into one Exclusive Franchise Agreement for residential for the aforementioned collection and processing services. The anticipated service start date for a new collection service franchise agreement is on or before April 1, 2025.

Specifically, City is interested in receiving proposals for an Exclusive Franchise Agreement (“Agreement”) that will encompass only residential cart/bin accounts and services in addition to those referenced above. The specific services and contract terms are set forth in this document and in the Draft Franchise Agreement, which together make up the Request for Proposals (RFP.) Prospective proposers should examine these documents in detail in order to understand the services being requested.

The successful company will have presented an accurate representation of the company’s experience and expertise in the collection, processing, diversion, and disposal of municipal solid waste generated in the residential sector.

City seeks a company that offers a rate stabilization program to provide long-term collection, processing, recycling, recovery, and diversion capacity, and waste diversion through source collection and mixed waste processing while meeting all the legislative and program requirements of the State of California, Los Angeles County, and the City as may be applicable.

CITY OF MONTEBELLO GOALS & OBJECTIVES

The City of Montebello’s goals and objectives for the RFP process and future collection services are as follows:

- Conduct the RFP process with integrity and transparency
- Provide a cost-effective, environmentally sound, and efficient solid waste management system, which includes mandatory collection of solid waste and recyclable materials among other services referenced herein.
- Preserve the environment and protect the health, safety, and quality of life for Montebello residents by utilizing fully automated AQMD (Alternative Fueled) compliant vehicles and trained operators that are trained, certified, licensed, and possess a Commercial Driver’s License (CDL) within the State of California.
- Comply with State of California Assembly Bill 939, known as the California Integrated Waste Management Act of 1989, which requires jurisdictions to divert from disposal in landfills 50% of the solid waste generated within the City, AB 1826, which requires mandatory organics recycling for certain multifamily residential dwellings, SB 1383, statewide organic waste disposal reduction of 75% and all other State, federal, and local mandates during the term of Agreement.
- Participate in the City of Montebello as an exemplary corporate citizen by supporting local non-profit organizations and serving as a member of the community.

- Provide a long-term solid waste management program that includes but is not limited to: diversion and disposal programs or other waste processing programs that reduce the amount of solid waste being disposed of and that includes a rate stabilization program, collection and processing capacity, or other programs to the divert waste from landfills, citywide recycling, greenwaste and organics recycling, C&D collection and processing; and increased diversion rates in the residential sector.

OPEN DISCLOSURE OF NONCONFIDENTIAL RFP INFORMATION

To ensure open disclosure of information, the City will make all NONCONFIDENTIAL information provided under this agreement Public on the City's Website with the exception of all Final RFP Responses submitted pursuant to this Residential RFP. For the purpose of this section, public disclosure will include posting of the Request for Proposal and any amendments or changes, questions (without submitter information) and responses relating to the RFP, services requested, submission dates and deadlines and any other nonconfidential information the City deems appropriate,

ORGANIZATION OF THE RFP

This RFP is organized into six sections as follows:

Section Intro	Introduction to the RFP
Section 1	City Information and Statistics
Section 2	Scope of Services
Section 3	Key Agreement Terms
Section 4	Proposal Format and Content
Section 5	Proposal Evaluation Criteria
Section 6	Attachments

SUMMARY OF PROPOSED SERVICES

A description of all service requirements and related stipulations is included in the attached Draft Franchise Agreement. The table below briefly describes the anticipated services that the City is seeking from qualified companies although services are not limited to the following.

TABLE A: SUMMARY OF PROPOSED SERVICES

Service Sector	Service Description
Residential Cart Customers	• Weekly Automated Service • 60-Gallon Automated Solid Waste Collection • 95-Gallon Automated Recyclables Collection • 95-Gallon Automated Green Waste Collection • 35-Gallon Organics Collection • Optional Cart sizes • MSW/Recycling 21-Gallon, 48 Gallon, and 95 Gallon) • Organics 12 Gallon and 21 Gallon • Space Limitations/ Optional Sizes – Automated Carts • Temporary Bin and Box Collection • Bulky Item Collection (Unlimited) • Holiday Tree Collection • Senior, Disabled, and Infirm Valet Service • Senior and Low-Income Discount Program • Customer Service Line with 24-hour Message Center • City-owned Building Collection Services

PROPOSAL SUBMITTAL DATE AND REVIEW

The Office of the City Clerk at Montebello City Hall, located at 1600 West Beverly Blvd, Montebello, CA, 90640, will receive sealed Proposals for the Residential Solid Waste and Recycling Collection Services **RFP No. 24-____**, on or before **September 3, 2024**, no later than 10:00 a.m. Proposer must submit five (5) complete copies of their company's Proposal, one (1) original with wet signatures and one (1) electronic copy with all attachments on a thumb drive.

The received proposals will become part of the official files of the City of Montebello and will not be returned. Late proposals will not be accepted. The RFP package must be sealed and labeled as follows:

“Proposal for Residential Solid Waste and Recycling Collection Services, RFP 24-____”

AWARD

All proposals received by the date and time specified herein that meet the minimum requirements set forth in this RFP will be reviewed to determine conformance with the RFP requirements, form, and content. Any proposal deemed by the City to be incomplete, conditional, or non-responsive to the RFP may be rejected. *Proposals and proposed rates must be honored for twelve (12) months from the proposal due date or the Agreement Effective Date, whichever comes first.* The City reserves the right to reject any and all proposals. The successful proposal may or may not be the lowest cost proposal. The anticipated date of the award by the City Council is **October 23, 2024**.

AGREEMENT TERM

The City of Montebello (City) is soliciting written competitive proposals from private companies to provide solid waste collection and recycling services for residential customers within the City. The ten (10) year franchise agreement will include two compliance review periods (years 5 & 7) and require the successful company to provide exclusive residential solid waste, recycling, greenwaste, organics, construction and demolition collection services, bulky item collection and any other services deemed as residential necessities by the City within City boundaries shown on the attached map (Attachment A) for existing and future service needs within the residential service area. Services shall also cover City owned and operated facilities and identified areas.

RFP POINT OF CONTACT

All inquiries, clarifications, and technical questions relating to this RFP or any of the identified services or information referenced herein must be directed in writing to **Christopher Jimenez**, City Clerk at cjimenez@montebelloca.gov. Any inquiry, not following the requirements of this section will not receive a response.

NO CONTACT PROVISION

Other than the official Point of Contact referenced in the RFP, companies, including agents, consultants or other third parties affiliated or employed by submitting companies, interested in submitting a proposal shall not contact other representatives of the City of Montebello whether elected, appointed, contracted, or volunteer, including elected officials, City staff, commissioners, consultants, and the like in connection with the RFP or for any residential collections, services, rates, or the like, prior to the awarding of a preferred company. Should interested company's make such contact in connection with this RFP, the City reserves the right to reject or disqualify any submission associated with the contacting person, party, or entity. At no time is any person or entity authorized to make oral changes to the RFP. Any contact made to any of the above will be cause for immediate disqualification. The decision of the City manager will be final.

DONATIONS AND GIFTS

Proposers must provide detailed information on any/all gifts, donations, or other items provided to any Montebello Elected Officials, City Staff, City Appointees, City Commissioners, or Volunteers, within the last 4 years. Campaign contributions are not required to be reported if they have been properly noticed and recorded according the California Fair Political Practices Commission (CFPPC) ([FPPC Regulations \(ca.gov\)](https://www.fppc.ca.gov)).

SCHEDULE

The City plans to adhere to the following schedule to the maximum extent possible. Changes to the schedule will be at the sole option of the City.

TABLE B: SCHEDULE

Action	Date
RFP Release	May 25, 2024
RFP Questions Deadline #1	June 20, 2024
Response to Questions #1	July10, 2024
Proposal Submittal Date	September 3, 2024
City Council Presentation & Award	October 23, 2024
Commence Services	April 1, 2025

SECTION 1: CITYINFORMATION/STATISTICS

Montebello is located near the center of the metropolitan center of Los Angeles County. The industrial heart of the Western United States swings out 40 miles to the west and 50 miles to the east, providing communication, transportation, technology, finance, and labor as well as being its own best consumer market.

Montebello is ringed by freeways (CA Route 60 Freeway Eastbound, Interstate 605 Freeway North and Southbound, Interstate 5 Freeway North and Southbound) and has become a center for the trucking and specialty vehicle industry. Wheels, engines, underbodies, refrigerated trucks, campers and truck trailers are all manufactured in Montebello. The over-the-road trucking industry has found Montebello a convenient home as well, as have the service, maintenance, and custom fabrication groups.

Residential solid waste, recycling, greenwaste, bulky item, and organics collection services are currently provided by Athens Services with construction and demolition services provided by any of the twelve (12) nonexclusive commercial franchises within the City. The following table shows an estimated number of homes, Multiple-family residences, and tonnage collected in City. All prospective bidders should take whatever steps are necessary to verify the number of homes, multi-family residences, containers, routes, tonnages, and collection area in preparing their proposals.

1.1 CENSUS DATA (2020-2023 SELECTED HOUSING CHARACTERISTICS)

TABLE 1.1: CENSUS HOUSING DATA

Description	Units
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Population	61,363
Number of Dwelling Units	20,235
Number of Single-Family Homes Detached	11,483
Single Unit Attached	1,708
Two Units	312
3 or 4 Units	444

The above table represents Census Data compiled and reported by the U.S. Census Bureau and should be considered as a reference tool only. The City is not guaranteeing the accuracy of this information nor is the City implying that the proposers include this information in the determination of pricing and/or service levels. All prospective bidders should take any steps deemed necessary to verify the number of homes, containers, routes, tonnages, and collection area in preparing their proposals.

It should be noted that the Metro Heights at Montebello Hills, a 488-acre site with 1,200 homes in a gated community is expected to be completed in 2027 and will be included as part of the residential services identified herein.

NOTE: DATA ACCURACY

The City asserts no claim as to the accuracy of the census information with respect to each service area. Projections and estimates in that information represent the City's best judgment based upon information existing as of the date of this RFP, but they do not constitute warranties. Proposers must draw on their own professional experience to best correlate or corroborate the data. Proposers are responsible for independently investigating service conditions in the service area.

1.2 CURRENT SERVICE ACCOUNT DATA

The City has estimated the following information as it relates to the number of current residential account locations. The City is not guaranteeing the accuracy of this information. All prospective bidders should take any steps deemed necessary to verify the number of homes, multiple-family residences, containers, routes, tonnages, and collection area in preparing their proposals.

TABLE 1.2: EXISTING CUSTOMER ACCOUNTS BY SECTOR

Sector	Total
Residential Accounts	12,128
Multi-Family Units (2 to 4 units) (Total)	2,464
Multi-Family Accounts (2 to 4 units) (Serviced by Current Residential Hauler)	68 Accounts (415 Units)

1.3 Residential Sector Service Data

The residential sector is comprised of approximately 12,102 locations which are currently serviced with automated collection for residue and recycling and non-automated collection for green waste collection.

TABLE 1.3.1: EXISTING RESIDENTIAL CART COUNTS

Description	Frequency	S/W	Green Waste	Recycling	Organics	TOTAL
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35 Gallon	1	14	0	0	53	67
60 Gallon	1	874	0	0	1,609	2,483
60 Gallon (Add'l)	1	200	-	-	253	453
64 Gallon (Extra)	0	0	0	0	0	0
90 Gallon	1	11,243	0	0	10,541	21,784
96 Gallon (Add'l)	1	3,791	-	0	1,890	5,681
TOTALS		16,122	0	0	14,346	30,468

The 12,102 residential accounts are comprised of single-family units, duplexes, triplexes, fourplexes and certain Multiple-family complexes that receive automated cart service.

TABLE 1.3.2: EXISTING RESIDENTIAL CART COUNTS

Property Type	Count
Single-Family Homes	17,894
Multi-Units (2 to 4)	10,084

1.4 Default Residential Cart Service

The proposed default automated residential service will be 60-gallon carts for Solid Waste, 95-gallon carts for recyclables, 95-gallon carts for Green Waste, and 35-gallon Cart of Organics (SB1383). Customers must have the option to downsize their automated carts to 32-gallon carts. 95-gallon carts may be substituted for the default size if there is an approved demonstrated need for additional capacity and necessary to avoid additional collections during the same period. In such cases where a cart change is approved, the successful contracting entity must adjust the monthly service charge upon approval and provide documentation to the City of such change. In the event that the services have already been paid for, the company must provide a credit on the next billing cycle or provide a direct refund to the resident.

1.5 Multiple-family Residential Service

Multiple-family residential services are services provided to residentially zoned dwellings consisting of four (4) or fewer units. The multiple-family sector is comprised of 2,464 addressed locations (duplexes, triplexes, and fourplexes).

1.6 Disposal Tonnage Data

The City of Montebello understands that accurate disposal reporting information is critical for proposers in the determination of pricing and program implementation. The tables below demonstrate information available on the CalRecycle website and information supplied by the current franchise hauler. All prospective bidders should take any steps deemed necessary to verify the number of homes, Multiple-family residences (2 – 4), containers, routes, tonnages, and collection area in preparing their proposals.

1.7 Jurisdiction Diversion/Disposal Rate Detail

Residential tonnage information reported to CalRecycle as part of the Jurisdiction Diversion/Disposal Rate Detail for 2021, 2022, and 2023 are reflected in the table below.

1.8 Reported Total Tonnage Collected 2020-2023

The current franchise hauler reported the following tonnage in Table 1.8 to the City for the recent 2021-2023 reporting year. The City acknowledges that the data contained in this report/table may

not accurately coincide with the States DRS table. All prospective bidders should take any steps deemed necessary to verify the number of homes, Multiple-family residences, bin size? containers, routes, tonnages, and collection area in preparing their proposals.

TABLE 1.8: RESIDENTIAL HAULER REPORTED TONNAGE

	2021 Tonnage	2022 Tonnage	2023 Tonnage
Trash	18,429.00	17,342.58	17,432.94
Recycling	0	0	0
Organics	4586.61	4,366.73	5,685.52
Transformation	-	-	-
TOTAL	23,015.61	21,709.31	23,118.45

1.9 Diversion Rates

The City is committed to meeting the goals and objectives of AB 939 as well as subsequent legislation mandating certain recycling requirements. The successful Contractor will be required to divert and recycle a sufficient amount to ensure that the City continues to meet or exceed the requirements of AB 939, AB 1826, and SB 1383 as well as all other State, local, and federal mandates during the term of the Agreement.

1.10 Current Collection Rates

The City's Single Family Residential Rate (weekly service) are currently: \$24.11 per month for one (1) Solid Waste Cart/Bin (60-to-90-gallon container) and one (1) Green Waste Cart/Bin billed via property taxes and \$1.99 for each additional 90-gallon Solid Waste Cart/Bin.

1.11 Billing Procedures

Residential customers are billed via their property taxes by the City. The Contractor may invoice the City at the end of each quarter for services provided under the RFP for actual services rendered to residential customers in the City. All invoices must be submitted with verifiable documentation of actual services provided during the preceding quarter. Any services provided by the Contractor that fall outside of the core services, and those referenced herein may be billed directly to the property owner in accordance with the approved Master Customer Rate Schedule (Attachment B).

SECTION 2: SCOPE OF SERVICES

The City of Montebello is requesting proposals for the services as described herein. No other commercial waste collection services, commercial (non-residential) construction debris collection services, street sweeping, or other waste collection services are to be bid or proposed. All services described below are to be considered the "Core Services." Any proposal which includes commercial waste services, commercial (non-residential) construction debris collection services, street sweeping, or other waste collection services will be considered non-responsive and will not be considered for any award of a franchise pursuant to this RFP.

The Contractor has established and shall continue to maintain a local office for the purpose of handling customer inquiries, orders, and complaints. The "local" office must remain in a location within fifteen (15) miles of the City boundary and have the same telephone area code as that existing in the City. If approved by the City, a local toll-free number may be provided as a substitute for the existing area code and must be staffed by a live person during regular office hours. The local office shall be open to the public between the hours of 8:00 a.m. to 5:00 p.m., five

(5) days per week, Monday through Friday, holidays excepted. A representative of Contractor shall be available during regular office hours for communication with the public at such local office.

2.1 Residential “Core” Cart Service

The successful proposer shall provide a plan demonstrating how it will divert, recover and/or recycle at least 65 percent (65%) of the collected residential waste through automated curbside collection. Service must not be provided less than once per week Monday through Friday, except if a holiday occurs on a Friday collection service may be provided on Saturday, to all customers of residential single-family properties and Multiple-family properties receiving automated collection. Hours of residential collection service is from 7:00am to 4:00pm. If the proposer is unable to demonstrate a 65 percent (65%) diversion rate, it should demonstrate the maximum guaranteed diversion rate possible through the residential program and services referenced herein.

2.1.1 Automated Carts

At a minimum, the Contractor will provide a new fully automated multi-bin system for the collection of residential solid waste and recyclable materials, green waste carts, and organic carts, bins, or totes for residential customers. The automated waste carts will have suitable handles and wheels, tight-fitting covers for holding garbage without leakage or escape of odors; and be constructed of watertight metal, plastic, or other composite material having the same or like properties with respect to construction and durability. The City shall approve the color of all containers used. Each automated cart will be hot stamped with the “City of Montebello,” including the City logo on the right and left side of the cart. Contractors may have their company name and phone number hot stamped on the front of each cart. All cart lids must be color coded to comply with all CalRecycle legislative and administrative requirements and include identifying purpose and material description information.

Upon execution of the Franchise Agreement, it will be the sole responsibility of the Contractor to purchase new carts and replace all residential carts utilized for the service identified within this RFP. All costs incurred with the maintenance, repairs, cleaning, additional procurement, and storage of the carts shall be the sole responsibility of the Contractor.

2.1.2 Cart Colors and Markings

All Solid Waste, Recycling, Greenwaste and Organic carts will be differentiated by color or in compliance with all legislative and CalRecycle requirements. The colors shall be resistant to fading as a result of weathering. Color shall be either uniform within each container type or legislative or CalRecycle requirements, including replacement carts distributed throughout the term. All cart markings must be approved by City prior to ordering carts. Graphics indicating how to properly dispose of waste shall be included on the cart lid. Carts shall be hot stamped with the Contractor’s name and phone number on the front and City name and along on each side. The Proposer must include in their work plan specifications and cut sheets from the proposed manufacturer along with a distribution plan for all carts. Proposer shall also provide details as to the manner and method that they will employ with respect to cart management, which must include the repair, maintenance, and exchange of residential recycling carts. Any associated charges shall also be included in this section.

2.1.3 Solid Waste Cart Collection

Contractor will distribute new 60-gallon solid waste carts, Those customers wishing to order additional carts will be given the choice of 95-gallon, 48-gallon, or 21-gallon solid waste/recycling carts and 21-gallon or 12-gallon organics carts. Additional carts shall be billed accordingly, per the approved Master Customer Rate Schedule (Attachment B). Customers with size restrictions will be offered the opportunity to downsize their default cart for smaller carts, equaling the similar

or right-sized volume capacity. Additional Solid Waste carts will be made available to residential service recipients per the approved Master Customer Rate Schedule.

Should a customer request a different size cart, Contractor will exchange the cart(s) within fourteen (14) days. Rates for service will be no more than those set forth in the Maximum Customer Rates (Attachment B). Proposers must identify at the time of their proposal submission in their prepared response the manufacture specifications, size, and color options along with the lead time for the proposed automated carts.

2.1.4 Solid Waste Cart Overage

Residential cart customers are entitled to unlimited pickups of solid waste material that does not fit in the automated Solid Waste cart(s) at no additional cost. All pickups must occur on the day of regular collection and must be in excess of material placed in the automated cart.

2.1.5 Recycling Cart Collection

Contractors will distribute 95-gallon recycling carts to each residential service recipient. Up to two (2) additional 95-gallon recycling carts will be made available to any customer requesting additional recycling capacity at no cost to the rate payer.

2.1.6 Green Waste Cart Collection

The contractor will distribute 95-gallon Green Waste carts to each residential service recipient. Up to one (1) additional 95-gallon Green Waste cart will be made available to any customer requesting additional capacity at no cost to the rate payer.

2.1.7 Bundled Green Waste Materials

Residential customers receiving Green Waste cart services will be allowed to place bundled branches that do not fit inside the cart alongside the cart for collection. Residential customers are allowed to place bundled Greenwaste debris, at no additional cost. Bundled Green Waste materials will be no longer than 48 inches in length and weigh no more than 20 pounds per bundle.

2.1.8 Organics and Food Waste Cart Collection and Recycling

Contractor shall provide an “Optional” program and pricing for implementing a Residential “Organics Recycling Program” that includes Food Waste recycling pursuant to the recycling requirements of SB 1383 (2016). The proposer must address this program in the either the affirmative or negative, as to the implementation of said program. Those companies offering a Residential Organics Recycling program shall include their specific program guidelines including the collection component and processing component. Customers shall be charged a fee for such service per the Maximum Customer Rates (Attachment B).

2.1.9 Construction and Demolition

The Contractor shall provide exclusive commercial and demolition collection services to all residential customers and dwelling units serviced under this RFP. The Contractor, if requested, shall provide temporary clean-up bin service, roll off box service, and construction and demolition bins to residential properties in the City. Upon request, the company must deliver such temporary bin or box to the customer within 48 (forty-eight) hours of request (not including weekends or holidays). Rates for service will be in accordance with established Maximum Customer Rates (Attachment B). Temporary bin and box rates shall be on a “per dump” basis, which includes service, transportation, disposal, and rental for up to 10 (ten) days including weekends. Additional fees may be added for rentals that exceed the 10 (ten) day policy.

2.1.10 Bulky Item Collection (Including E-Waste and U-Waste)

The Contractor shall provide unlimited bulky item collection to residential automated cart customers, at no additional charge to either the resident or the City. Contractor shall provide bulky item collection on the next scheduled collection day, provided Contractor was notified at least 48 hours in advance of the regularly scheduled collection date. Bulky item collection shall include electronic and universal waste items. Customer shall have the right to unlimited Bulky Item pickups per calendar year, with up to five (5) items per pickup. The collector will be required to separate and recycle all commodities that can be feasibly recovered.

2.1.11 Abandoned Bulky Waste Collections.

The Contractor shall collect and remove at no charge any abandoned bulky waste items dropped in City public right-of-way areas or alleys; at City buildings, parks, and property; and other public locations that may be identified or acquired by the City. Collection shall be made within 24 hours of notice by the City or a customer of the Contractor. The city expects that the Contractor will provide a suitable collection vehicle and have such vehicle available to perform needed collections for up to three hours per day, Monday through Friday, between 7:00 a.m. and 4:00 p.m., with no service on holidays.

2.1.12 Public Outreach Program

Contractor shall implement a City-approved Multi-Lingual format: Montebello specific public outreach to coincide with the start of Residential collection services. This public outreach must be specific and unique to Montebello, and clearly establish the billing procedures, explain the billing format, clearly describe the customer's responsibilities, and provide a customer service number for the Contractor. In addition, Contractor shall establish and maintain the following public educational programs and efforts in Multi-Lingual.

2.1.13 Bulky Item Diversion

Bulky Items collected by Contractor collected under this Agreement may not be landfilled or disposed of until Contractor has followed the following hierarchy of diversion efforts:

1. Reuse as is
2. Disassemble for reuse or Recycling
3. Donation
4. Recycle
5. Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items, unless the compaction mechanism is not used to compact the Bulky Items, unless such items have been designated for disposal.

2.1.14 Roll-off Box and Temporary Processing (City Services)

Contractor shall provide permanent and temporary bin and roll-off box collection service to the City upon request, at no charge to the City. Contractors shall process all Solid Waste Collected in bins and Roll-Off Boxes to recover Recyclable Materials prior to landfilling. The contractor will provide standard 10, 15, 20, 30, and 40 cubic yard roll-off boxes as well as low-boy or reduced-height containers.

2.1.15 Valet Service

Residents physically unable to roll their automated carts to and from the point of collection may request valet service. This includes persons with disabilities, the elderly or infirmed, or other people with an affliction that prevents them from rolling their carts to and from the point of collection. The Contractor will be required to remove the carts from the backyard, or other adjacent location of cart storage, to the curb for collection, and return said carts to their original storage locations by 6:00

p.m. the same day of service at no additional cost. In order to qualify for this program, customer must provide California DMV handicap credentials or other certified medical documentation issued by a licensed healthcare professional to Contractor annually.

2.1.16 Low-Income Senior Citizen Discount

The Contractor shall offer a low-income senior discount available to qualifying customers aged 65 and older who also qualify for Edison's low-income discount (Care Program). Customers will have to show their qualifying utility bill or related information. The discount will be available for all automated residential cart customers and will be at least 10% off the standard rate.

2.1.17 Holiday Tree Collection and Recycling

Contractor shall provide each residential dwelling, including Multiple-family and mobile home parks, with holiday tree collection and recycling. Customers must place their holiday tree at the curb for collection four (4) consecutive weeks, on their scheduled collection day, following December 26 of the applicable calendar year. Contractors shall also place a sufficient number of 40-yard roll off green waste containers at City Hall or other areas designated by the City during the same period. The number of green waste containers must be sufficient to ensure that there is not excess accumulation of holiday trees collected during the period.

2.1.18 Mulch Give-A-Way Program

The contractor shall conduct no less than two (2) free mulch give-a-way opportunities per calendar year for City residents at no additional cost. These services may be provided either by Contractor or by a third-party arranged for by the Contractor. Free mulch giveaways shall be at the dates, times, and locations specified by the City. Although not required, when at all possible, mulch returned to the City should be inclusive of organic materials collected from the City.

2.1.19 City Mulch

At a minimum, Contractor shall provide the City with up to 360-cubic yards of mulch at no charge for the purpose of usage in City owned and/or maintained facilities, parks, areas, or common areas of the City. Although not required, when at all possible, mulch returned to the City should be inclusive of organic materials collected from the City.

2.1.20 Holiday Schedule

Holidays prescribed by the City of Montebello specific to Contractor service. These prescribed holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All collection activities scheduled during a prescribed holiday will be collected on the following non-holiday calendar day except when said alternate collection day falls on a previously identified holiday. For example, if New Year's Day falls on a Monday, trash shall be picked up on Tuesday. If the holiday falls on a Sunday, there will be no delay in service.

2.1.21 Removal and Recycling of Existing Carts

Contractor shall coordinate delivery of the new Solid Waste, Recycling, Greenwaste, and organics carts with the previous haulers' removal of existing carts to minimize the period of time during which Residential Cart Customers are without carts or have two sets of carts. If prior Collection Contractor does not collect their carts at the start of service under this Agreement, Contractor shall Collect and store carts until the City instructs Contractor to Recycle the carts for maximum Diversion credit, or until the prior Contractor arranges to collect the carts from Contractor. During the term, if additional carts belonging to the prior Contractor are placed for servicing or cart Collection during the term, Contractor shall remove carts from service and notify prior Contractor to make reasonable arrangements for pick up or Contractor shall be responsible for recycling the

arts. Neither City nor Customers shall be responsible for any of Contractor's costs associated with actions undertaken in accordance with this section.

2.2 Multiple-family Residential “Core” Collection Service

Contractor shall provide commercial bin service and/or automated cart service to residential Multiple-family properties consisting of four (4) or fewer units at least once per week. At a minimum, available bin sizes must include: 1.5, 2, 3, cubic yards. Properties receiving automated cart service and/or commercial bin services are included in herein and shall be deemed part of the Core Services.

2.2.1 Bins and Boxes

Contractor shall provide and maintain clean freshly painted bins and Roll-off Boxes, free from graffiti, equipped with reflectors, and shall have the name and phone number of Contractor prominently displayed in letters not less than three (3) inches high on the exterior of each bin and/or Box so as to be visible when the container is placed for use. All bins and boxes must be kept graffiti free at all times. Within twenty-four (24) hours of visible or informed sighting, Contractor shall touchup, repaint, or replace any bin or box tagged with graffiti or excess markings that are not part of the hauler's collection program.

2.2.2 Multiple-family Processing

All Multiple-family residential properties as defined herein as four (4) or fewer dwelling units receiving noncommercial residential bin service may be processed at a materials recovery facility (MRF) or other facility provided that there is a demonstrated process of recovering and recycling at least 65% of the collected waste. If the proposer is unable to demonstrate a 65 percent (65%) diversion rate, it should demonstrate the maximum guaranteed diversion rate possible through the Multiple-family program and services referenced herein.

2.2.3 Bulky Item Collection (Including E-Waste and U-Waste)

Contractor shall provide unlimited bulky item collection to all Multiple-family residents as defined herein at no additional charge. Contractor shall provide bulky item collection on the next scheduled collection day, providing Contractor was notified at least 48-hours in advance of the next scheduled collection date. Bulky item collection shall include electronic and universal waste items. Customer shall have the right to unlimited bulky item pickups per calendar year, with up to five (5) items per pickup.

Should a Multiple-family customer require additional bulky item collection service in excess of five (5) items for any single scheduled pick-up, customer shall not be charged a fee for such service.

2.2.4 Bulky Item Diversion

Bulky items collected by Contractor collected under this Agreement may not be landfilled or disposed of until Contractor has followed the following hierarchy of diversion efforts:

- A. Reuse as is
- B. Disassemble for reuse or Recycling
- C. Donation
- D. Recycle
- E. Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for bulky items, unless the compaction mechanism is not used to compact the Bulky Items, unless such items have been designated for Disposal.

2.2.5 Holiday Tree Collection and Recycling – Multiple Family Dwellings

Contractor shall provide each multiple family residential dwelling, and mobile home parks, with holiday tree collection and recycling. Customers must place their holiday tree at the curb for collection three (3) consecutive weeks, on their scheduled collection day, following December 25. Contractors shall also place a sufficient number of 40-yard roll off green waste containers at City Hall or other areas designated by the City during the same period. The number of green waste containers must be sufficient to ensure that there is not excess accumulation of holiday trees collected during the period.

2.2.6 Green Waste/Organics Recycling Collection – Multiple Family

The Contractor shall offer 96-gallon automated carts and commercial bins for weekly green waste collection and recycling. Customers will have the opportunity to order the appropriate service level. Available bin sizes include: 3 cubic yards. Collection frequency will be at least once per week and up to six (6) times per week.

2.3 Citywide Quarterly Clean-up Program

The City, along with the Contractor and third-party collectors, conduct quarterly citywide cleanup events at no additional cost to the City or cleanup participants or entities. City shall define the scope of this program a least 14-days prior to the events and will communicate the need for service to the Contractors single point of contact or other persons designated by the Contractor.

2.4 Waste Diversion And Disposal Reporting Requirements

The Contractor shall maintain accurate records of all data required to fulfill the perquisites of this section. All reports and reporting formats shall be approved by the City Manager or his/her designee. All report submittals shall be in an electronic format approved by City, compatible with City's software at no additional charge.

Monthly reports shall be submitted within thirty (30) days after the end of the reporting month. Quarterly reports shall be submitted within thirty (30) days of the reporting quarter. Annual reports for which a date is not otherwise specified in this Agreement shall be submitted within twenty (20) calendar days after the end of the calendar year, by January 20th. The Contractor must provide all information in a format approved by the City and will be subject to Audit by the City at least once per year or once per quarter as may be deemed appropriate by the City.

SECTION 3: KEY AGREEMENT TERMS

A comprehensive description of the Agreement terms is contained in the draft Franchise Agreement. The following Key Terms are contained herein to draw the proposers' attention.

3.1 Agreement Term

The term of the Agreement shall be for a period of ten (10) years with two review periods after years five (5) and seven (7).

3.2 Annexation

If additional area is annexed to the City, residential areas shall be added to the Solid Waste and Recycling Collection areas, subject to the legal rights of others to provide services in that area. The franchise holder shall provide services to those areas.

3.3 Mandatory Collection

The City franchised collector shall collect all residential solid waste and recyclables in accordance with the terms of the Franchise Agreement.

3.4 Billing And Collection

Every occupant or owner of property in the City shall be billed on the customers' property tax bill as submitted with the County of Los Angeles, for the charges incurred by the collection of solid waste, recycling, and related services. Contractor may bill the property owner for extra service that fall outside of the regular services in accordance with the approved Master Customer Rate Schedule (Attachment B).

3.4 Education And Public Awareness

The City recognizes that effective public education is the key to implementing effective programs and achieving the diversion requirements of AB 939, AB 1826, SB 1383, and future subsequent legislations. See Draft Franchise Agreement for specific requirements relating to minimum public outreach requirements.

3.5 Minimum Recycling Rate

Contractor shall propose a minimum recycling rate of sixty-five percent (65%) for all solid waste it collects under this Agreement. Recycling of materials not collected by the Contractor is not counted towards meeting the recycling requirement of this RFP.

3.6 Company's Employees

The company's employees shall be required to wear a clean uniform bearing the company's name. Employees who come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

3.7 Records And Reports

The City shall require specific reporting and recordkeeping requirements in the completion of collection activities. Storage of specific reports and records must be kept in electronic format for the entire term of this agreement and for no less than five (5) years after the expiration and/or termination of the Agreement and be available upon request within seven (7) days.

3.8 Responsibility For Damages And Injury/Indemnification

The City shall require that the company indemnify the City as set forth in the Draft Franchise Agreement. The company shall become familiar with the City and shall provide adequate safeguards to prevent damage to existing structures and improvements to its operations. All property damage shall be replaced and/or repaired, at the company's expense, to the original condition and to the satisfaction of the property owner.

3.9 Cooperation With Utility And Other Companies

Work within the City may be performed by utility and construction companies, which may obstruct the public right of way or properties at which service is to be provided from time to time. It is the responsibility of the company to be informed of work planned by these parties and to coordinate Solid Waste and Recycling Collection work accordingly in such a manner as to not provide an undue burden on The City of Montebello or its residents.

3.10 Reporting And Auditing

The Proposer should review the Draft Franchise Agreement, which contains detailed auditing, reporting and record keeping requirements. The Proposer shall familiarize themselves with these requirements.

3.11 Clean-Air / Clean-Burning Collection Vehicles

Pursuant to the requirements of Rule 1193 of the AQMD requirements, Collector shall propose and route only collection compressed natural gas (CNG), liquefied natural gas (LNG), or any other clean-air vehicle that meets Rule 1193 at the commencement of the Agreement.

The Contractor must comply with all California AQMD requirements and demonstrate their ability to comply, provide, and/or procure the aforementioned vehicles within one (1) year of service commencement. If the Proposer is unable to procure the aforementioned vehicles within the stated timeframe, they should provide a justification as well as a time period for which the referenced vehicles will be procured. All vehicles used for the services referenced herein must not be older than five (5) years old prior to the start of the services provided herein. All vehicles must be registered in the State of California and with the contractor or entity to who is providing the service to the City under the Franchise Agreement.

3.12 Quality Of Service Surveys

The City requires that the Contractor provide, at its own expense, annually a “quality of service” survey of Contractor’s customers during the term of the Agreement in a format approved by the City. At the discretion of the City, the survey shall be conducted by a City approved third-party at the sole expense of the Contractor. Prior to finalizing the survey form, the City shall review the survey with the Contractor. The results of the survey and the quality-of-service survey shall be provided to the City, reviewed with the Contractor, and used to discuss improvements in service delivery.

3.13 Rate Adjustment

Initial rates will be set based on the rates proposed in accordance with the approved Master Customer Rate Schedule (Attachment B) and shall be fixed through the first twenty-four (24) months of the new Agreement for which services commence. The rates may, thereafter, be annually adjusted based on a +/- 3-percent annual change in the Consumer Price Index (CPI) and may not exceed once per calendar year. Requests for CPI adjustments must be based on actual services provided to the City, must be supported by actual documentation and verifiable increases, and are not automatic in their approval. No general rate increases are permitted unless actual documentation for City provided services can be verified. Additional details can be found in the draft franchise agreement.

3.14 Authority To Withdraw RFP and/or Not Award Contract And Possible Legal Challenges.

The City of Montebello reserves the right to withdraw this RFP at any time without prior notice whether or not responses have been submitted to and/or received by the City. The City reserves the right to postpone the opening of proposals at its own convenience and to reject any and/or all proposals responding to this RFP without indicating any reasons for such rejection. The City shall not be obligated to any company to enter into a Franchise Agreement with the company despite City Council’s prospectively awarding the Franchise Agreement to a Proposer. The City shall be obligated to a Proposer if and only if City enters into a Franchise Agreement for the services with the Proposer. No action will lie against the City to compel it to execute a Franchise Agreement or to recover from the City any damages or costs any Proposer may incur if the City elects to sign a Franchise Agreement. The City reserves the right to modify the Draft Franchise Agreement to effectuate the intent of this RFP and the City’s collection services program more fully.

3.15 Public Records Act

All correspondence with the City, including responses to this RFP, will become the exclusive property of the City and will be public records under the California Public Records Act

(Government Code Section 6250 and following). The City will maintain the confidentiality of the proposals before it announces a recommendation for award. If a responder to the RFP believes that portions of its proposal are exempt from disclosure under the Public Records Act, it must be marked as such and specifically state the factual and legal basis for exemption. If a request is made for information marked as proprietary or a trade secret, the City will provide the submitter reasonable notice to seek protection from disclosure in court.

3.16 Maximum Customer Rates

The franchise holder, not the City, establishes customer rates. However, because the City proposes to grant an exclusive franchise, the Franchise Agreement will set maximum permitted rates for the first two (2) years of service. In the following years, the maximum permitted rate will be adjusted by a formula based on changes to the Price Index(s) as described herein and in the draft Franchise Agreement. The total annual maximum rate increases are explained in the Franchise Agreement.

3.17 Franchise Fees Payable To City

Contractors shall pay a quarterly fee to the City equal to sixteen percent (16%) of Gross Receipts collected the preceding quarter for any franchise service, or related service, provided under this Agreement. This Franchise Fee is a specific public benefit remitted to the City in recognition of the granting of this Franchise and is not subject to any percentage reduction or “net-of-fees” computation without the expressed approval of the City Council.

Franchise Fee payments are due 30 days after each preceding month’s end, up to and including the final month of this Agreement. Any underpayment or non-payment of Franchise Fees is subject to a delinquent payment penalty of two percent (2%) compounded per month, or any fraction of a month beyond the prescribed due date. This is an agreed upon penalty that is cumulative upon any balances owing or subsequently found as owing through audit or other means.

In addition, the City reserves the right to collect a one-time award of Franchise Fee. Bidders may include in their proposal an amount which each Bidder submits is a fair one-time award of bid fee that they would pay if awarded the Franchise.

3.18 Initial Fee Upon Award

In exchange for the City granting the Exclusive Franchise pursuant to this Agreement, Contractor shall pay to City a one-time administrative fee, to be paid no later than thirty (30) days after the Effective Date (*Section 2.3 of the Draft Agreement*), to reimburse the City for all costs related to the preparation of the Request for Proposals that led to the selection of the Contractor, and the City’s legal fees (attorneys’ fees and costs) and professional fees (consultant fees and costs), incurred in the negotiation, research and drafting of this Agreement which amount shall be one hundred thousand dollars (\$100,000.00).

3.19 AB 939 Program Payment Fee

The Contractor shall annually remit payment in the amount of thirty thousand dollars (\$30,000.00) or 16% of Gross Receipts, whichever is greater, to reimburse the City for costs related to compliance with State recycling mandates, public education, City staff expense for oversight and review of Contractor recycling activities, and the cost of professional consulting services as determined necessary and/or beneficial by the City.

3.20 Performance Audit Fee

The Contractor shall annually remit payment in the amount of thirty thousand dollars (\$30,000.00) for a third-party review and audit of Contractor performance and records. Such an audit will verify the accuracy of Franchise Fee payments as well as the Contractor’s implementation of programs and general compliance with the terms of this Agreement.

3.21 Good Corporate Citizenship

The holder of the Exclusive Residential solid waste/recycling Franchise is a visible and important part of the Montebello community and has traditionally been an exemplary “Corporate Citizen,” supporting local non-profit organizations in the community and strengthening Montebello in other ways. Proposals should describe the commitments that the company will make to continue or expand on that tradition. See “Attachment C” for further information.

3.22 Performance Bond And Letter Of Credit

Within 10-days of the of the award notification, the Contractor shall provide the City with a Performance Bond and/or Nonrevocable Letter of Credit for a total surety of seven hundred and fifty thousand dollars (\$750,000.00) or the equivalent of three (3) quarters of rate service, whichever is greater.

3.23 Surety/Bid Bond

Each proposal must be accompanied by surety made payable to the City of Montebello in the amount of twenty-five thousand dollars (\$25,000.00) in the form of a certified check, cashier’s check, or bid bond.

3.24 Proposal Evaluation Criteria

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. See Section 5 of this Document for a complete listing of Evaluation Criteria.

NOTE: Maximum customer charges will not be the sole criteria for award of this Contract. All criteria will be considered.

3.25 Conflicts Of Interest

City officials may not participate in any decision in which they have a financial interest under the California Political Reform Act (Government Code Sections 87100 and following.) Cities may not contract with any company in which members of their Council have a disqualifying interest under Government Code Section 1090 and following. In order to identify any legal conflicts of interest, company’s submitting a proposal must identify any officers, directors, employees, or ownership interests that would constitute a financial interest under the Political Reform Act or Government Code Section 1090 and following for any elected or appointed City official, employee, or agent.

3.26 Familiarity With Laws And Ordinances

Companies are required to comply with all provisions of State, Federal, County and City laws, ordinances, rules, and regulations that are applicable to them and their operations. The submission of a response to this RFP shall be considered a representation that the company making the proposal is familiar with all such laws, ordinances, rules, and regulations.

3.27 Draft Franchise Agreement

The proposer must review the entire Draft Franchise Agreement for details relating to the specific requirements of this Request for Proposal. Should the Proposer find items that are not acceptable to the Contractor, the Contractor must identify accordingly in their response proposal. The final approved Franchise Agreement will incorporate the successful Proposer’s response to this RFP.

3.28 Quality Of Service Surveys

The City requires that the Contractor provide, at its own expense, annually a “quality of service” survey of Contractor’s customers during the term of the Agreement in a format approved by the City. At the discretion of the City, the survey shall be conducted by a City approved third-party at the sole expense of the Contractor. Prior to finalizing the survey form, the City shall review the survey with the Contractor. The results of the survey and the quality-of-service survey shall be provided to the City, reviewed with the Contractor, and used to discuss improvements in service delivery.

3.29 Curbside Recycling Audits

The contractor is required to conduct biannual waste composition audits, at no charge to the City, of the solid waste collected from residents in curbside recycling containers. The purpose of this audit is to establish the materials and their relative percentages by weight in the residential curbside waste stream. The City and/or its designee shall have the right to be present to oversee the Contractor while this audit is conducted.

3.30 Rate Composition

During the Term of this Agreement, all Franchise rates will be divided into two rate components: “Collection” and “Disposal.” Such a “component” breakdown must be disclosed to the City within the initial rates for this Agreement and as part of any subsequent rate increase request by the Contractor. Such collection components are not required to be listed in franchise rate sheets or included on billings to the Contractor’s customers.

3.31 Information / “How-To” Video

The contractor shall develop, produce, and provide for customers an informative How-To video. The produced video shall inform residential customers of program services available, recycling opportunities, and general information on billing and customer service information.

SECTION 4: PROPOSAL FORMAT AND CONTENT

This Section includes the required proposal format, and a description of the specific information Proposers must include. Proposer must provide the information specified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

Proposals should be typed as briefly as possible. They should not include any elaborate or unnecessary promotional material. Proposer must submit five (5) complete copies of their company’s Proposal, one (1) original with wet signatures and one (1) electronic copy with all attachments on a thumb drive. Each company should adhere to the following order and content of proposal sections:

4.1. General Requirements

A. Title page

B. Cover Letter

A cover letter should summarize key elements of the proposals. An individual authorized to bind the company must sign the letter. Please include the address and telephone number of the company’s office located nearest to Montebello, California, and the office from which the Franchise Agreement (Attachment D) will be managed.

The letter must stipulate that the proposed maximum customer rates shall be fixed and valid through the first twenty-four (24) months of the new Agreement for which services commence. and that any future increases will be limited by the information contained herein and the Rate Adjustment formula stipulated in the Draft Franchise Agreement.

The letter must also state that the proposing company understands and accepts that the data supplied is for informational purposes only and that the prospective bidder has taken the steps necessary to verify the number of homes, multiple-family residences, containers, routes, tonnage volumes, and collection area in preparation of the submitted proposal. The proposer must include a statement that they have reviewed the entire Request for Proposal including Attachments A-F inclusive of the Draft Franchise Agreement and take either no exceptions or have included any exceptions in therein.

Furthermore, the Contractor understands and accepts that within thirty (30) days upon execution of the Franchise Agreement (Effective Date), the company will be required to make payment to the City of Montebello in the amount of one hundred thousand dollars (\$100,000.00) to cover the costs associated with the RFP process. The letter should further state, as a condition of the Franchise Agreement, the company will remit at least sixteen percent (16%) of annual gross receipts to the City and at no time will Franchise fee costs or any City Program fee costs be added to customer billing statements or passed on to its customers.

C. Table of Contents

The Proposer must include a Table of Contents and follow the numerical values identified in Section 4 of this RFP. Responses received that do not comply with the numerical formatting may be reduced in score or determined to be nonresponsive for the purpose of the evaluation process.

4.2. Business Structure: Provide The Following Information Regarding The Proposing Entity And Entity That Would Provide A Corporate Guarantee, If Applicable.

- A. Legal name of proposing entity that would sign the Franchise Agreement and whether it is an individual, a partnership, a corporation, or a joint venture.
- B. Name of the entity that the services will be conducted under (common name used for Montebello business).
- C. Entity that would submit financial statements and whether it is an individual, a partnership, a corporation, or a joint venture. If other than proposing entity, indicate relationship and willingness to sign corporate guarantee.
- D. Number of years in which the proposing entity has been organized and doing business under this legal structure (if other than an individual).
- E. Number of years in which proposing entity has been organized in the State of California and doing business under this legal structure and/or DBA.
- F. Names and contact information of owners/stockholders with more than 10% of the company's equity.
- G. Names and contact information of all officers affiliated with the proposing entity, parent company, or DBA.
- H. Corporate headquarters location and contact information.
- I. Local headquarters (if different from corporate).

4.3. Donations And Gifts

Proposers must provide detailed information on any/all gifts, donations, or other items provided to any Montebello Elected Officials, City Staff, City Appointees, City Commissioners, Volunteers,

within the last 4 years. Campaign contributions are not required to be reported if they have been properly noticed and recorded according the California Fair Political Practices Commission (CFPPC) ([FPPC Regulations \(ca.gov\)](https://www.fppc.ca.gov/)).

4.4. Experience And Qualifications

The successful Proposer shall have at a minimum five (5) years of experience with hauling and collecting solid waste and recyclables in a community of similar size as the City of Montebello, must hold a solid waste hauler license within the City as of July 1, 2024, and be in good standing with the City of Montebello. For the purpose of this solicitation, good standing shall include, but not limited to, compliance with the provisions set forth in Chapter 8.12 of the MMC, Resolutions 17-62 and 20-97, Ordinance 2445, and has not been issued a notice to terminate, suspend or revoke a license or franchise.

The successful Proposer must be qualified by experience, adequate financing, staffing, and equipment to provide the services specified in this RFP. Describe all recent experience (ten years suggested) in providing services of the type being proposed in this RFP. Include on each listing the following:

- A. Name of the agency/jurisdiction issuing a franchise, permit or agreement in which services were/are provided.
- B. A description of the services provided.
- C. Primary agency contact, address, telephone number, and email address.
- D. Dates for the contract or other agreement under which services were provided.
- E. Name of the person or persons at the company primarily responsible for supervising or managing the services and their respective responsibilities.

4.5. References

The proposer shall provide at a minimum of three references but no more than five references. For each reference, indicate the following:

- A. Reference name and Title.
- B. Organization affiliation.
- C. Complete contact information including mailing address, email address and telephone number.

The City reserves the right to reference check any and/or all of the organizations or individuals listed.

4.6. Organization And Staffing

Describe the Proposer's approach and methods for implementing and managing the services to be provided under the contract including all reporting and other requirements. Each proposer must provide an organizational chart showing internal and external team members including any contractors, subcontractors, consultants, nonprofits, or other entities that will be utilized in the performance of any of the identified services or work, as well as the specific services they will be providing. Describe the responsibilities and percentage of time of each person on the team. Identify the person(s) who will be the key contact(s) with the City of Montebello. Please include resumes for key members of the team with particular emphasis on their experience, qualifications, and association status with your firm, whether employee, contractor, or subcontractor. If the services that you are proposing are not provided 100% by your firm, you must provide a written statement of the extent of your firms' services, as well as clearly document how all of the requested services will be accomplished.

4.7. Background

The Background section should describe the Proposer's understanding of the City and the service to be provided. Each proposer is required to independently verify the number of homes, businesses,

Multiple-family residences, containers, routes, tonnage volumes, and collection area in preparation of their proposal. Please explain your company's verification process while providing the data and methodology utilized in the preparation of your proposal.

4.8. Work Plan And Methodology

This section should describe the services the Proposer will provide and the methodology for providing said services. The "Work Plan" must include the methodology and actions the proposer will implement in meeting the requirements of the RFP and the Draft Franchise Agreement.

Make evident the methodology your company will implement in meeting State of California diversion requirements associated with AB939, AB1826, AB1383, and other statutory requirements. Additional points may be awarded to the Proposer(s) that offer diversion rates above the minimum diversion requirements set forth in Attachment A if they can be independently corroborated.

Include a comprehensive list of all proposed contractors, subcontractors, facility names, SWIS number and addresses where materials will be delivered and sorted. Include the type of permit for the facility (i.e., certified to receive recyclable materials, household Solid Waste, etc.). State the permitted total tonnage allowed (capacity) at facility per day, current tonnage of materials received, and published diversion rates.

The successful proposers "Work Plan" will become an attachment to the Franchise Agreement. This "Work Plan" section of the proposal will be identified in the final Franchise Agreement as "Attachment E."

4.9. Disposal & MRF Facilities

Proposer is to identify each disposal and non-disposal facility(ies) Proposer intends to utilize during the Term of the Agreement. Proposer shall include the following information for each facility:

- A. The name, address, website, and type of facility.
- B. Facility Solid Waste Information Systems (SWIS) Number.
- C. Statement regarding any relationship between the proposer and the facility owner/operator.
- D. Commodity/Materials to be delivered to each facility.
- E. Diversion rate for each waste stream.

4.10. Schedule of Services

The Proposer shall adopt a schedule for providing services to locations and frequencies set forth in a separate agreement with the City Manager. Include in this section your proposed suggestions for collection times, routes, scheduled time of collections, and other policies and/or procedures not presented in the above work plan.

The Proposer must develop a schedule of service that ensures that scheduled service misses to not exceed one percent (1%) per month for the first year and one percent (1%) per quarter for each subsequent year. To avoid conflict and/or interference with the City's street sweeping programs, all scheduled services, routes, collection dates and times, are subject to approval of the City which may not be unreasonably withheld.

4.11. Equipment List

Pursuant to the requirements of Rule 1193 of the AQMD requirements, Collector shall propose and route only collection compressed natural gas (CNG), liquefied natural gas (LNG), or any other clean-air vehicle that meets rule 1193 at the commencement of the Agreement.

The Contractor must comply with all California AQMD requirements and demonstrate their ability to comply, provide, and/or procure the aforementioned vehicles within one (1) year of service

commencement. If the Proposer is unable to procure the aforementioned vehicles within the stated timeframe, they should provide a justification as well as a time period for which the referenced vehicles will be procured. All vehicles used for the services referenced herein must not be older than five (5) years prior to the start of the services provided herein. All vehicles must be registered in the State of California and with the Contractor or Entity to who is providing the service to the City under the Franchise Agreement.

Contractor shall provide evidence that prior to the Franchise Start Date of this Agreement, Contractor will possess or will have within one (1) year of the start of the agreement, a fleet of alternatively fueled collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. Collection vehicles must meet all applicable local, state, and federal air quality laws, rules, and regulations, including, but not limited to, South Coast Air Quality Management District Rule 1193 relating to alternative fueled trash collection equipment. If the Proposer is unable to procure the aforementioned fleet of vehicles within the stated timeframe, they must provide a justification as well as a verifiable time period for which the referenced vehicles will be procured. Such verification must include specific purchase orders or other documentation inclusive of delivery dates and certified by the equipment manufacturer.

During the first twelve (12) months of the Agreement, Contractor may operate with used clean-air collection vehicles no older than five (5) years of age and may be used during the transition and first year of the Agreement. During the first term year, the Contractor shall provide evidence of an order to purchase new clean-air collection vehicles, with a delivery date on or before the thirteenth (13) month of the Term. The fleet of clean-air or alternatively fueled vehicles shall be no older than seven (7) years of age at any time during years two (2) through ten (10) of the Agreement.

Please attach a table that includes the following information for each vehicle to be used in the first 12- months of this Franchise.

- A. Make
- B. Model
- C. Year
- D. Mileage
- E. Vehicle Identification Number
- F. Type of Fuel to be Used
- G. Waste Stream to be Collected
- H. Registered Owner

4.12. Employee Safety Training And Equipment Safety Records

Describe your Organization's training and health/safety programs for your employees. Describe employee response procedures when hazardous wastes are encountered during collection activities. Include any employee manuals as appropriate. Provide all equipment safety records/inspections, BIT inspection, and CHP reports or citations for the most recent three (3) years.

4.13. Implementation/Transition Plan

Provide a detailed implementation plan describing the company's plan for facilitating a smooth transition of services and, if applicable, a smooth transition between service providers. The proposal must clearly demonstrate that the company has the ability to implement the services including equipment, educational outreach, personnel administration, and maintenance requirements. Please describe any assistance that will be needed from City staff during the transition period. Proposer must include a delivery schedule with any lead-time needed for the purchase of new bins, carts, roll-off boxes, and vehicles.

4.14. Organics Waste Recycling

Proposer shall describe in their Work Plan a clear understanding of Organics Recycling (AB1826 and SB1383), and specifically identify Proposer's methodology of implementing said Organics Recycling Program(s) for each identified waste sector, as presented in this Document and the Draft Franchise Agreement.

4.15. Minimum Recycling Requirement

The Proposer shall document and fully demonstrate how it will achieve a residential (as defined here in as 1-4 dwelling units) recovery and recycling rate of at least 65% of the collected waste. If the Proposer is unable to demonstrate a 65 percent (65%) diversion rate, it should demonstrate the maximum guaranteed diversion rate possible through the program and services referenced herein.

4.16. Customer Service

Contractor must provide customer service in English and Spanish. Proposer must fully describe the company's plan for providing customer service in the City of Montebello, including the following:

- A. General customer service including responding to customer inquiries and keeping the City informed of problems/issues that arise; Proposer must be able to facilitate customer service services in both English and Spanish.
- B. Quarterly billing for services.
- C. Customer outreach describing programs, services, and events (to be completed at the company's expense). Company shall include such program/information at least twice annually; all material shall be reviewed with the City prior to distribution; all educational materials and public outreach must be in English and Spanish.
- D. Proposer must facilitate a Website for the communication of services, recycling opportunities, bill paying services outside of the core services referenced herein and City communications relevant to waste collection, hazardous waste, special collection events, and public outreach. This site must be presented in English and Spanish.
- E. At least one (1) dedicated staff member to respond to service inquiries. Such person should be identified in the Proposer's proposal.
- F. The Proposer must have a "toll-free" telephone number for the residents of Montebello to utilize for all customer service and billing needs.

4.17. Financial Stability

To demonstrate the financial stability of the responding company, each proposer will be required to submit a compiled audited financial statement for the past three (3) fiscal years. Include balance sheets and profit/loss statements, as appropriate. Additionally, the proposer must submit a listing of all loans, encumbrances, debts, bankruptcies, and the like for the last five (5) years for any public, private, or other entity.

All financial information submitted will be held confidential to the extent permitted by law. Financial statements should be delivered inside of a sealed envelope, separate from the Contractor's proposal, labeled "**CONFIDENTIAL FINANCIAL INFORMATION.**"

4.18. Insurance Information

Include documentation from your insurance carrier confirming that the responding company meets the minimum insurance requirements as stipulated in Article 11 of the Draft Franchise Agreement.

4.19. Past/Pending Litigation: Lawsuits, Claims, Judgments, Penalties, Fines And Violations

Proposer shall disclose any and all past or pending litigations, lawsuits, claims, settlements, judgments, penalties, fines and/or violations incurred or in process for the past ten (10) years in the areas referenced below.

- A. Environmental & Safety
- B. Criminal Actions
- C. Enforcement Actions
- D. Procurement Contests
- E. Breach of Agreements/Contracts
- F. Class Actions brought against proposer, regardless of resolution
- G. Labor disputes, including strikes, walkouts, or slowdowns
- H. Debarment from any public entities within the last ten (10) years

The Proposer should include all pertinent information (public or private) including but not limited to, date, entity or parties involved, nature/reason, and outcome (i.e., Pending, Settled, Continued, Ongoing, etc...).

4.20. Guarantees and Surety

- A. Performance Guarantee

Provide a letter from a surety stating your Organization's ability to obtain a performance bond in the amount of seven hundred fifty thousand dollars (\$750,000.00).

- B. Bid Bond

Each proposal must be accompanied by surety made payable to the City of Montebello in the amount of twenty-five thousand dollars (\$25,000.00) in the form of a certified check, cashier's check, or bid bond.

4.21. Statement of Compliance

Proposer must submit a Statement of Compliance with all terms and conditions of the RFP (including all terms of the Draft Franchise Agreement), and, if any, a listing of exceptions and suggested changes. A description of any cost implication for the suggested changes must also be included. The Statement of Compliance must declare either:

- A. This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement and no exceptions to either are proposed; or
- B. This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement except for the items listed
- C. For each exception or suggested change, the Proposer must include a full and complete justification for the exception or suggested change.
- D. Reasons for submitting the proposed exception or change
- E. Any impact the change or exception may have on Franchise Agreement costs, scheduling, or other considerations

SECTION 5: PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The City reserves the right to modify or adjust the criteria listed below and reserves the right to adjust the total points available for each category listed. Irrespective of the total points received by any Proposer, the City also reserves the right to award the Agreement to the company which the City, in its sole discretion,

deems is best suited for the needs of the City in providing the services set forth in this RFP. The order in which they appear is not intended to indicate their relative importance:

Item	Description	Points Available
4.1, 4.2, 4.3	Document Organization & Completeness	10
4.4	Experience and Qualifications	20
4.5	References	5
4.6	Organization and Staffing	10
4.7	Background	10
4.8	Work Plan & Methodology	20
4.9	Disposal & MRF Facilities	15
4.10	Schedule of Services	5
4.11	Equipment List	10
4.12	Employee Safety & Training	10
4.13	Implementation/Transition Plan	15
4.14	Organic Waste Recycling	15
4.15	Minimum Recycling Requirement	5
4.16	Customer Service	5
4.17	Financial Statement	20
4.18	Insurance Information	5
4.19	Past/Pending Litigation	10
4.20	Guaranties and Surety	10
Attachment B	Proposed Rates	<u>50</u>
	<i>Total Points Available (This Section)</i>	250
	DIVERSION CREDITS	
2.1 & 2.2.2	Additional Diversion Processing Above Min.	<u>10</u>
	<i>Total Extra Credit Available</i>	10
TOTAL PROPOSAL POINTS		260

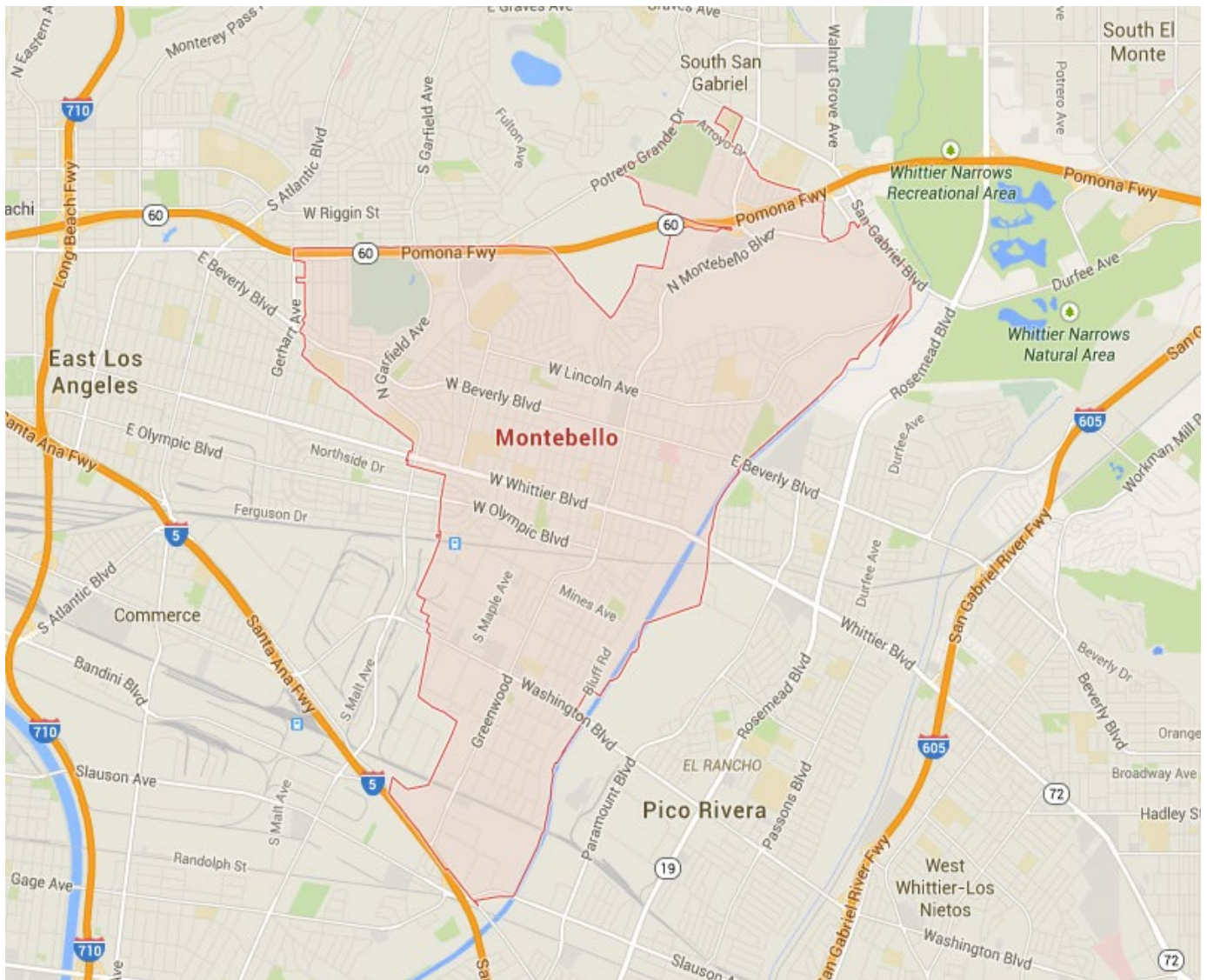
Notes:

1. Should Proposer submit a “Work Plan” (Section 4.8) that is incomplete and not inclusive of all of the items, the Proposal will be deemed “Non-Responsive” resulting in a zero score for that particular incomplete item, and the Proposal may be disqualified from further consideration (*To be determined by City Manager*).
2. Maximum customer charges will not be the sole criteria for award of this Contract. All criteria will be considered.

SECTION 6: LIST OF ATTACHMENTS

- Attachment A** City Map
- Attachment B** Maximum Permitted Rates Schedules
- Attachment C** Good Corporate Citizen Statement
- Attachment D** Draft Franchise Agreement
- Attachment E** Work Plan (Place holder for Proposers' Response to this RFP)

ATTACHMENT A: CITY MAP



ATTACHMENT B-1: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

RESIDENTIAL SERVICES

Following are the rates are from the first day that services are provided through June 30, 2027:

<i>Monthly Residential Cart Service Rates*</i>		
<i>Standard Service includes: One 60-gallon Solid Waste, One or more 95-gallon Recycling, and up to Two 95- gallon Green Waste Carts, and 35-gallon collection carts.</i>		
	Monthly	Quarterly
Standard Service	\$	\$
Low-Income Senior Rate (1)	\$	\$
Additional Solid Waste Cart - above standard service		
Additional Solid Waste Cart - 95-gallon	\$	\$
Additional Solid Waste Cart - 48-gallon	\$	\$
Additional Solid Waste Cart - 21-gallon	\$	\$
Additional Recycling Cart - 95-gallon	\$	\$
Additional Recycling Cart - 48-gallon	\$	\$
Additional Recycling Waste Cart - 21-gallon	\$	\$
Additional Organic Waste Cart - 21-gallon (SB 1383)	\$	\$
Additional Organic Waste Cart - 12-gallon (SB 1383)	\$	\$
Additional Green Waste Cart - above two (95-gallon)	\$	\$
<i>Other Residential Cart Rates and Services* (Charged in Addition to Cart Service Rates)</i>		
Valet Service - Authorized Disabled Customers Only.		No charge
Additional Special Overage Pickup for Automated Cart Customers (in excess of four pickups per year)		\$

**Including all City fees.*

(1) Low-income 10% Senior rate discount includes One 60-gallon Solid Waste, One or more 95-gallon Recycling, and up to Two 95-gallon Green Waste Carts, and 35-gallon collection carts.

ATTACHMENT B-2: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

MULTIPLE-FAMILY SERVICES

Following are the rates are from the first day that services are provided through June 30, 2027:

Standard Multiple-family Services

Number of Collections Per Week

Container Type/Size	1	2	3	4	5	ADDITIONAL PICKUPS (SAME DAY)
95-Gallon Containers (<i>Additional</i>)						
1.5 Cubic Yard Bin (MSW)						
2 Cubic Yard Bin (MSW)						
3 Cubic Yard Bin (MSW)						
1.5 Cubic Yard Bin (<i>Comingled Recycling</i>)						
2 Cubic Yard Bin (<i>Comingled Recycling</i>)						
3 Cubic Yard Bin (<i>Comingled Recycling</i>)						
Green Waste - 3 Cubic Yard Bin (<i>AB 1826</i>)						
Locking Bin						
Extra Dump Charge (<i>2 & 3 CY Bin</i>)						
On-Call Bulky Item Collection						
On-Call E-Waste and U-Waste Collection						

ATTACHMENT B-3: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

TEMPORARY BIN/BOX SERVICE

Following are the rates for March 1, 2020, through June 30, 2021:

Standard Temporary Bin/Box	Service Charge				
	Pickup/Delivery Charge	Per Dump Charge	*Overweight Charge Per ton	Daily rental after 7 days without dump	Dead Run charge
10 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
15 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
20 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
30 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
40 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
Low-boy or reduced-height containers	\$	\$	\$	\$	\$

**Overweight charge shall only apply to loads in excess of seven (7) tons.*

Rate Composition

During the Term of this Agreement, all franchise rates will be divided into two rate components: “Collection” and “Disposal.” Such a “component” breakdown must be disclosed to the City within the initial rates for this Agreement and as part of any subsequent rate increase request by the Contractor.

ATTACHMENT C: GOOD CORPORATE CITIZEN STATEMENT

- 1. Good corporate citizens enhance Montebello through employment practices:**
 - Hire Montebello residents when possible
 - Provide training and promotion opportunities for all workers
 - Provide adequate wages and benefits
 - Provide safe, clean, and healthy work environment
 - Provide family friendly benefits that support family life such as maternity/paternity leave, childcare and day care
- 2. Good corporate citizens enhance Montebello through environmental responsibility:**
 - Use Montebello sources for goods
 - Minimize use of resources
 - Used recycled content products wherever possible
 - Use energy efficient systems
 - Support opportunities for employees to use carpools/public transportation
- 3. Good corporate citizens enhance Montebello through excellent customer service practices:**
 - Being responsive to Montebello residents' complaints
 - Being courteous and helpful
 - Being bi-lingual
 - Extending a helping hand to the seniors and handicapped
- 4. Good corporate citizens enhance Montebello through financial practice:**
 - Purchase supplies locally
 - Support Montebello youth teams, local schools, and community organizations.
 - Support volunteerism and community involvement by employees
 - Support and participate in Montebello community events

ATTACHMENT D: DRAFT FRANCHISE AGREEMENT

THE DRAFT AGREEMENT IS PROVIDED AS A TEMPLATE OF ANTICIPATED TERMS. FINAL TERMS SHALL BE DEFINED UPON THE AWARD OF FRANCHISE.

ATTACHMENT E: WORK PLAN

(PLACE HOLDER FOR PROPOSERS' RESPONSE TO THIS RFP)



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: CONSIDERATION AND APPROVAL TO AWARD AN EXCLUSIVE RESIDENTIAL FRANCHISE FOR RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES PURSUANT TO RFP NO. 24-00

DATE: October 23, 2024

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award an exclusive residential franchise for solid waste, recycling, and organics collection and processing services to the lowest responsive proposer based on proposals received and evaluation ratings conducted pursuant to Request for Proposal (RFP) No. 24-00; and,
2. Authorize the City Manager to begin negotiations for exclusive residential solid waste, recycling, and organics services with Arakelian Enterprises, Inc., doing business as Athens Services, as the most responsive proposer for all single-family residential units and multiple-family residential premises having less than four units and, if unsuccessful, continue negotiations with the two other proposers according to the overall rating criteria set forth below; and,
3. Authorize the City Manager to negotiate the final terms of the agreement relating to the award of the residential franchise; and,
4. Authorize the City Manager to execute the final agreement relating to the award of the residential franchise.

FISCAL IMPACT:

The residential solid waste franchise award to Arakelian Enterprises, Inc., doing business as Athens Services, is reflective of a proposal with the lowest response rate of \$43.94 per month for the core services set forth in the RFP for single family residential dwellings. The rate is inclusive of the necessary requirements needed to fulfill the changing

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parameters of CalRecycle as well as the legislative programs that have been established relative to solid waste, recycling, and organics collection services. The established rate applies to single family residential units and multiple family residential dwellings with less than four (4) units per address for which are billed through the residential property tax process handled by the Los Angeles County Auditor/Controller. The rate established sets forth a rate stabilization model to ensure the long-term viability of the City's compliance with State mandates and increases vital services to residents.

Among the services that are included in the award are new clean burning collection vehicles that are compliant with Air Quality Management District (AQMD) requirements as well as all State and federal regulations; a rate adjustment tied to changes in the Consumer Price Index (CPI); standardized automated cart services for all commodities with at least 75% of collected residential material diverted, recovered, or recycled through the automated cart service; the delivery of new color-coded carts delivered throughout the City that clearly identify commodities for each cart provided; unlimited bulky item pickups for residential units with a five-item limit per pickup; the collection of abandoned or illegally discarded bulky item waste throughout the City on regular collection days; Citywide Quarterly cleanups; and a minimum of two residential mulch and composting giveaway opportunities for Montebello residents. The rates not only include services for solid waste and recycling but also green waste and organics collection which will incorporate food scraps and food soiled paper into a combined system which will assist the City in meeting diversion requirements established by the State.

The franchise also includes a sixteen percent (16%) franchise fee paid to the City. The franchise fee will be calculated based on gross receipts. The current franchise agreement does not have a provision for payment of a franchise fee. This will be a new source of revenue received by the General Fund. At this point, it is not possible to provide an estimate of annual franchise fee revenue. However, staff will work with the refuse operator once an agreement is executed and updates will be provided, most likely through the Fiscal Year 2025-26 budget process.

BACKGROUND/DISCUSSION:

The franchise agreement with the City's current hauler ends on February 11, 2025, which resulted in the City having to conduct a formal request for proposal for residential solid waste, recycling, and organics collection and processing in order to continue providing essential services to residents and comply with CalRecycle mandated requirements and State legislative enactments. The City's current franchised residential solid waste and recycling hauler provides solid waste, recycling, and composting services to the City and diverts valuable resources from landfills. Per the City's existing franchise agreement, they are responsible for implementing all the requirements set forth by CalRecycle relative to residential services provided in the City.

CalRecycle regulates the operation of solid waste facilities throughout the State of California. It is a core value of CalRecycle to manage and mitigate the impacts of solid waste on public health and safety and the environment by enforcing compliance with regulations and state minimum standards through integrated and consistent permitting, inspection, and enforcement efforts. Additionally, the City is required to comply with the

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requirements of Senate Bill (SB) 1383, which is the most comprehensive change in solid waste regulations since the inception of AB 939. To comply with SB 1383, the City, through its franchised waste hauler, is required to ensure that all residents recycle their organic waste. Incorporating the new regulations into the City's next franchise agreement is both necessary and timely given that the current contract is set to expire. The onus is on the City to enforce waste reduction through various means, including, but not limited to inspections/audits of refuse containers.

As directed by City Council on May 23, 2024, the City released RFP No. 24-00 to the 12 nonexclusive franchise haulers authorized to conduct business within the City. The purpose of the release was to allow all haulers that were in good standing with the City, at the time of the solicitation's release, an equal opportunity to provide responses for the residential solid waste, recycling, and organics collection and processing services that are required for the City's single family residential units and multiple family residential premises having less than four units.

According to the City's approved RFP, all recipients were permitted time to review the solicitation documents and submit questions for clarification. Upon receipt of the questions submitted, City staff prepared formal responses which were distributed to all the City's approved franchises within the stated time period identified. On September 3, 2024, the City Clerk closed the formal solicitation process pursuant to the specifications outlined in the RFP. Based on the RFP documents submitted, there were three solid waste providers that submitted responses. The City Clerk's office received responses from Athens Services, NASA Services, and Ware Disposal. According to the City Clerk's office, no other responses were received from the other nine authorized haulers. The responses were distributed to a rating panel consisting of three individuals affiliated with the City.

Each of the raters was given directions as to the overall rating criteria and the necessary rating forms. The RFP scoring criteria referred to a maximum of 260 possible points with 200 points possible for overall services relating to the scope of services requested, 50 points being possible for the proposed rates, and 10 points being possible for additional diversion credit beyond the RFP requirements.

Each member of the panel conducted an independent evaluation of the submitted proposals and scored them based on their individual understanding of the required services within the RFP. Once all raters had completed their individual analysis, the results were tabulated and combined into a single rating form for each of the responding entities. At no time during the evaluation process did the raters meet or discuss individual scoring criteria or compare findings. The results were then consolidated into a single rating sheet without reference to any individual rater and provided to the City Manager for consideration and recommendation to the City Council.

The results of the rating panel are as follows:

RFP No. 24-00 Consolidated Rating Analysis

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	Points Available	Athens Services	NASA Services	Ware Disposal
Scope of Services	200	186	162	150
Proposed Rates	50	50	45	40
Diversion Credit	10	4.66	5.34	6.00
TOTAL	260	240.7	212.3	196

NOTE: The complete Consolidated Rating Analysis is included in this staff report as Attachment B.

For City Council consideration, included below is the proposed monthly residential cost that was received by each bidder. As previously mentioned, Athens Services submitted the lowest responsive rate at \$43.94.

	Athens	NASA	WARE	Average
Residential	\$43.94	\$44.15	\$45.23	\$44.44
Differential	(\$0.50)	\$0.21	\$1.29	
NOTE: The Core Multifamily service is based on cart service, Analysis is based on 1.0 Cubic yard bin collected once per week.				

For comparison purposes, the current (July 1, 2024 - June 30, 2025) monthly rate is \$32.67, as approved by the City Council at a public hearing on June 26, 2024. Refuse rates are adjusted annually, in accordance with the County of Los Angeles' process for placing direct assessments on property tax bills. Updated rates for this new franchise would become effective July 1, 2025. Approval of this franchise does not impact current rates which will remain at \$32.67 through June 30, 2025.

Based on the individual and combined scores (including residential rate), the rating panel recommended Athens Services as the most responsive proposer for the City's solid waste, recycling, and organics services for the City's residential services.

ENVIRONMENTAL:

The proposed City Council action does not constitute a "project" under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Sections 15378 and 21065 because it is an organizational or administrative activity of government that will not have a potential to result in a direct or indirect physical change in the environment and is, therefore, not subject to CEQA. No further action under CEQA is required.

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council award the residential franchise services to Arakelian Enterprises, Inc., doing business as Athens Services, as the most responsive proposer; and authorize the City Manager to enter into negotiations with Athens Services; and if unsuccessful, begin negotiations with the two other proposers according to the overall rating criteria set forth herein. Upon Council approval, staff will proceed with the recommended actions.

ATTACHMENT(S)

1. Attachment A - Consolidated Scoring Form

CONSOLIDATED RATING SHEET

COMPANY ALL RESPONDENTS

Item	Description	Points Available	Athens	NASA	WARE
4.1, 4.2, 4.3	Document Organization & Completeness	10	9.3	9.0	6.3
4.4	Experience and Qualifications	20	19.3	17.0	16.6
4.5	References	5	5.0	4.3	3.3
4.6	Organization and Staffing	10	9.3	8.0	7.0
4.7	Background	10	9.7	9.0	7.0
4.8	Work Plan & Methodology	20	18.3	17.0	14.7
4.9	Disposal & MRF Facilities	15	13.0	12.0	10.6
4.1	Schedule of Services	5	3.3	4.3	4.3
4.11	Equipment List	10	10.0	7.7	6.3
4.12	Employee Safety & Training	10	9.7	8.7	9.0
4.13	Implementation/Transition Plan	15	14.6	13.7	11.0
4.14	Organic Waste Recycling	15	15.0	10.3	11.7
4.15	Minimum Recycling Requirement	5	4.0	3.7	3.3
4.16	Customer Service	5	4.7	3.3	2.6
4.17	Financial Statement	20	18.3	15.3	15.0
4.18	Insurance Information	5	5.0	5.0	4.3
4.19	Past/Pending Litigation	10	7.3	3.7	8.0
4.2	Guaranties and Surety	10	10.0	10.0	8.7
	SECTIONS 4.1 - 4.2 SUBTOTAL	<u>200</u>	<u>186.0</u>	<u>162.0</u>	<u>150.0</u>
Attachment B	Proposed Rates	<u>50</u>	50.0	45.0	40.0
	Total Points Available (This Section)	250	236.0	207.0	190.0
	DIVERSION CREDITS				
2.1	Additional Diversion Processing Above 75% (Residential)	<u>5</u>	2.3	2.7	3.0
2.2.2	Additional Diversion Processing Above 75% (Multiple-Family)	5	2.3	2.7	3.0
	TOTAL PROPOSAL POINTS	260	240.7	212.3	196.0



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

**SUBJECT: PRESENTATION OF STATUS OF VACANCIES AND RECRUITMENT
AND RETENTION EFFORTS IN ACCORDANCE WITH GOVERNMENT
CODE SECTION 3502.3**

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a public hearing to present the status of vacancies and recruitment and retention efforts in accordance with Government Code section 3502.3; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There are no identifiable fiscal impacts associated with conducting the public hearing required under Government Code section 3205.3.

BACKGROUND/DISCUSSION:

Assembly Bill 2561 ("AB 2561") was signed into law and became effective January 1, 2025. AB 2561 established Government Code section 3502.3 requiring California public agencies to present the status of vacancies and recruitment and retention efforts during a public hearing before the governing board on an annual basis. The presentation must be made prior to the adoption of a final budget. The City's recognized employee associations have the opportunity to make a presentation during the public hearing concerning vacancies and recruitment and retention efforts. The City has ten (10) bargaining units. Additional reporting obligations exist, upon request from the impacted recognized employee organization(s), if vacancies within a bargaining unit meet or exceed twenty percent (20%) of the total number of authorized positions.

This report presents an overview of the City's workforce composition, vacancy trends, and ongoing efforts to attract and retain talented employees. While recruitment and hiring remain key priorities, the City is equally committed to long-term retention through strategies such as incentive programs, career advancement opportunities, and workplace enhancements—including flexible schedules, professional development, and employee engagement initiatives.

ENVIRONMENTAL:

N/A

ANALYSIS:

On September 22, 2024, Governor Gavin Newsom signed AB 2561 into law, amending the Meyers-Milias-Brown Act (“MMBA”) and establishing Government Code section 3502.3 (“GC 3502.3”). This new provision imposes a requirement on public agencies to publicly report on the status of staffing vacancies at a public hearing. GC 3502.3 provides recognized employee organizations, regardless of the vacancy rate, the opportunity to make a presentation before the governing board of a public agency during the same public hearing in which the public agency makes its annual presentation on vacancies. If the number of vacancies meets or exceeds twenty percent (20%) of the total number of authorized full-time positions in a particular bargaining unit, the City must include additional information in its presentation, upon request of the recognized employee organization.

City of Montebello Bargaining Groups

There are ten (10) bargaining units and one (1) unrepresented employee unit at the City consisting of six hundred five (605) authorized regular full-time positions.

Table 1: Count of Regular Full-Time Positions by Bargaining Group as of February 26, 2025

City of Montebello Bargaining Group	Position Count
Montebello City Employees’ Association	112
Montebello Supervisors’ Association	30
Montebello Mid-Management Association	39
International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART-TD)	186
Montebello Police Officers’ Association	73
Montebello Firefighters’ Association	68

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Montebello Police Management Association	10
Montebello Fire Management Association	9
Montebello Management Professionals Association	45
Montebello Executive Management Association	9
Unrepresented Full-Time Employees	23

Vacancies, Recruitment, Retention

Vacancies

Position vacancies may result from a variety of circumstances, including the authorization of newly budgeted positions, internal personnel movements such as promotions or transfers, or the separation of employees. Addressing these vacancies is a critical priority for both the Human Resources Department and department hiring managers. Prompt action to fill vacant positions is essential to ensure continuity of public services, preserving operational efficiency, minimizing reliance on overtime, and reducing disruptions to departmental performance. Timely recruitment and hiring efforts not only support the City's ability to meet community needs and uphold service standards, but also provide pathways for internal promotional advancement and the acquisition of qualified external candidates.

It has been a priority for departments to fill vacancies as soon as reasonably possible. As of April 28, 2025, the City's average vacancy rate across all groups is fifteen and four tenths percent (15.4%). The vacancy rate by bargaining group is listed in Table 2.

Table 2: Vacancy Rate by Bargaining Group as of April 28, 2025

City of Montebello Bargaining Group	Vacancy Rate
Montebello City Employees' Association	22.0%
Montebello Supervisors' Association	26.7%
Montebello Mid-Management Association	10.3%
International Association of Sheet Metal, Air, Rail and Transportation Workers (SMART-TD)	22.6%
Montebello Police Officers' Association	12.3%
Montebello Firefighters' Association	7.4%
Montebello Police Management Association	10.0%
Montebello Fire Management Association	0%
Montebello Management Professionals Association	28.9%

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Montebello Executive Management Association	11.1%
Unrepresented Full-Time Employees	18.2%

Recruitment and Retention Efforts

The Human Resources Department recognizes that effective recruitment involves identifying, attracting, and securing qualified candidates, while retention focuses on fostering employee engagement, satisfaction, and long-term commitment to the organization. Both functions are essential to the City's success. Table 3 lists some of the recruitment initiatives the City has in place to attract qualified applicants.

Table 3: Expanded Recruitment Efforts

City of Montebello Recruitment Initiatives
City Council approved \$2,000 sign-on bonus for Bus Operator candidates
City Council approved \$10,000 sign-on bonus for Lateral Police Officers
Utilizing NEOGOV to manage and attract applicants
Utilizing Governmentjobs.com to post all positions
Leveraging LinkedIn to market and attract applicants to certain positions
Hosting and attending various job fairs
Marketing career opportunities through the City's social media and community events
Tapping into the City's talented applicant pool with closed/promotional recruitments
Reinstating the Trainee program for hard to fill positions
Training management on how to effectively and efficiently navigate the recruitment and selection process

In calendar year 2024, Human Resources recruitment staff carried a higher-than-normal workload. For the four (4) Human Resources Analysts assigned to recruitment, that is an average of about twenty-six (26) recruitments per Analyst. These recruitments included positions in Executive Management, police, fire, safety-sensitive employees in the Transportation Departments, as well as various miscellaneous positions.

Table 4: 2024 Recruitment Data

City of Montebello Recruitments	Number
Number of recruitments in 2024	103

Number of new full-time hires in 2024	121
Number of promotions in 2024	37

Employee retention is a priority among City management and the City's labor organizations. Effective succession planning is critical to ensuring the City's long-term success. However, such planning is hindered if the organization is unable to retain its most valuable asset—its workforce.

Table 5: Expanded Retention Efforts

City of Montebello Retention Initiatives
Establishing a new onboarding program through NEOGOV
Offering tuition reimbursement to support career development
Increasing opportunities for internal promotions and career path planning
Recognizing employee contributions through employee appreciation events
Enhancing employee wellness programs, including mental health resources and fitness incentives.
Enhancing compensation and other terms and conditions of employment through collective bargaining

SUMMARY:

This report provides a comprehensive overview of the City of Montebello's workforce composition, vacancy trends, and the City's current recruitment and retention strategies. The City recognizes the urgency of addressing staffing vacancies to maintain the quality and continuity of public services.

The Human Resources Department, in collaboration with City leadership, continues to implement and expand targeted recruitment and retention initiatives aimed at strengthening workforce stability. These efforts include sign-on bonuses for critical positions, enhanced outreach and marketing, internal promotion pathways, professional development support, and improved workplace conditions.

While recruitment remains a high priority, the City acknowledges that long-term organizational success is equally dependent on employee retention. Investments in succession planning, employee wellness, career development, and engagement programs will continue to be critical components of the City's workforce strategy.

Through these ongoing efforts, the City remains committed to building a resilient, well-supported workforce capable of meeting the evolving needs of the community and

sustaining high standards of public service delivery.

ATTACHMENT(S)

None



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **ADOPTION OF FIRE HAZARD SEVERITY ZONES (FHSZ) PURSUANT TO GOVERNMENT CODE SECTION 51178**

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Conduct a first reading and introduction of Ordinance No. 2480 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, DESIGNATING FIRE HAZARD SEVERITY ZONES," accepting and implementing the updated California Department of Forestry and Fire Protection (CAL FIRE) Local Responsibility Area (LRA) maps for Montebello; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The recommended action has no fiscal impact.

BACKGROUND/DISCUSSION:

The California Department of Forestry and Fire Protection (CAL FIRE) periodically updates fire hazard severity zone maps for Local Responsibility Areas (LRAs) throughout the state. These maps identify varying levels of fire hazard (Moderate, High, and Very High) based on factors including vegetation, topography, weather, crown fire potential, and ember production and movement. Pursuant to Government Code Sections 51175-51189, local jurisdictions are required to formally adopt these maps by ordinance to ensure proper implementation of associated building standards and fire safety requirements in identified hazard zones.

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CAL FIRE has completed its latest assessment of fire hazards in the City and has provided updated LRA maps that reflect current conditions and risk factors in Montebello. The proposed Ordinance No. 2480 (Attachment A) formally adopts these updated maps and authorizes their use for:

1. Determining applicable building standards for new construction
2. Implementing defensible space requirements
3. Disclosure requirements during real estate transactions
4. Emergency planning and fire prevention efforts

The updated maps incorporate the latest scientific methodologies and data, including vegetation mapping, fire history, weather patterns, and terrain analysis. These improvements enhance the City's ability to identify at-risk areas and implement appropriate mitigation measures.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

CAL FIRE has completed its latest assessment of fire hazards in Montebello and has provided updated Local Responsibility Area maps that reflect current conditions and risk factors. California law requires the City to adopt the maps through an ordinance (Attachment A) to ensure compliance with state law and support the City's wildfire prevention and safety efforts.

ATTACHMENT(S)

1. Attachment A - Ordinance 2480_Local Risk Area Maps
2. Attachment B - Montebello Identified in Fire Hazard Severity Zone Maps_Press Release Map

ORDINANCE NO. 2480

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO DESIGNATING FIRE HAZARD SEVERITY ZONES**

A. RECITALS.

(i) The Legislature has declared in Government Code Section 51175(a): “Wildfires are extremely costly, not only to property owners and residents, but also to local agencies. Wildfires pose a serious threat to the preservation of the public peace, health, or safety. The wildfire front is not the only source of risk since embers, or firebrands, travel far beyond the area impacted by the front and pose a risk of ignition to a structure or fuel on a site for a longer time. Since fires ignore civil boundaries, it is necessary that cities, counties, special districts, state agencies, and federal agencies work together to bring raging fires under control. Preventative measures are needed to ensure the preservation of the public peace, health and safety.”

(ii) Pursuant to Government Code Section 51179(a), the city is required to designate, by ordinance, Moderate, High, and Very High Fire Hazard Severity Zones in its jurisdiction, within 120 days of receiving recommendations from the State Fire Marshal pursuant to Government Code Section 51178.

(iii) In March, 2025, the State Fire Marshal updated and established Moderate, High, and Very High Fire Hazard Severity Zones for Los Angeles, California, including the City of Montebello, and published a map showing those zones (“Fire Zone Map”).

(iv) The Montebello Fire Department has reviewed the Fire Zone Map and believes it accurately represents the Moderate, High, and Very High Fire Hazard Severity Zones in the City.

(v) On or about March 24, 2025, information concerning the State Fire Marshal's recommendation for the designation of fire severity zones was made available for public review.

(vi) All legal prerequisites to the adoption of this Ordinance have occurred.

(Legal Review NEEDED)

B. ORDINANCE.

NOW, THEREFORE, the City Council of the City of Montebello does hereby find and ordain as follows:

SECTION 1. The facts set forth in the Recitals, Part A, of this Ordinance, are true and correct.

SECTION 2. The City of Montebello hereby designates the Moderate, High, and Very High Fire Hazard Severity Zones as those areas identified in the attached Exhibit A, which is incorporated by reference.

SECTION 3. Any and all provisions in any previously adopted City ordinances designating Fire Severity Zones within the City of Montebello's jurisdiction, are superseded by the provisions of this Ordinance.

SECTION 4. The Senior Deputy City Clerk shall certify to the adoption of this Ordinance.

[Signatures on the following page.]

PASSED, APPROVED, AND ADOPTED ____ DAY OF _____ 2025.

Salvador Malendez, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council on the ____ of _____, 2025, and was adopted by the City Council of the City of Montebello at a meeting thereof held on the ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

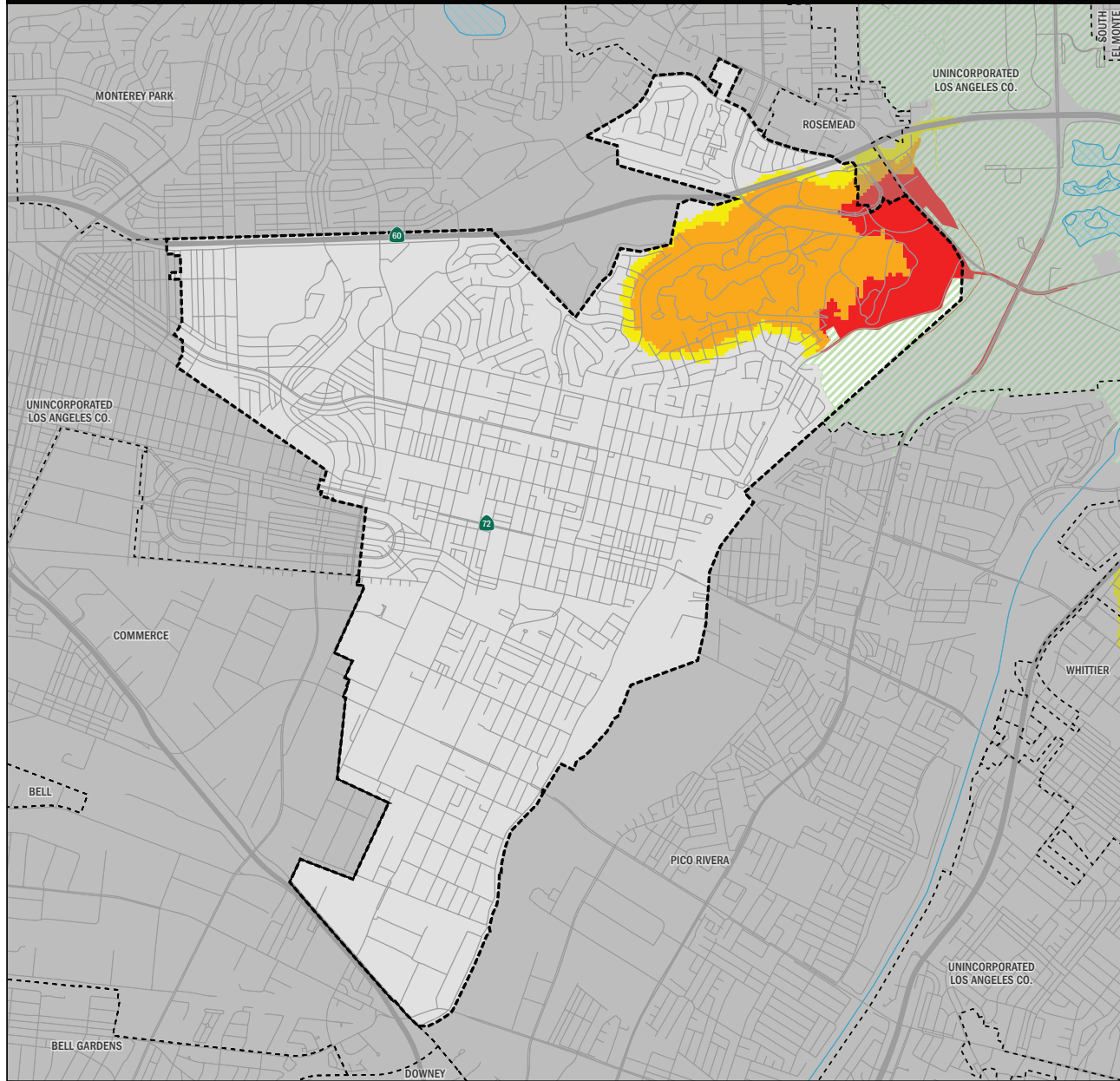
CITY OF MONTEBELLO – LOS ANGELES COUNTY



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal

March 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Mi 0 1
Km 0 1 2

Projection: NAD 83 California Teale Albers
Scale: 1:35,000 at 11" x 17"

Incorporated City Waterbody
 Unzoned LRA Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: ADOPT RESOLUTION NO. 25-43 APPROVING THE FISCAL YEAR 2025-26 PROJECT LIST FOR SENATE BILL 1 “THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017” (SB1/RMRA) FUNDED PROJECTS

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-43 approving the Fiscal Year 2025-26 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017 (SB1/RMRA) funded projects; and
2. Authorize staff to submit the resolution and project list to the California Transportation Commission (CTC); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Prior to receiving an apportionment of Road Maintenance and Rehabilitation Account (RMRA) funds from the California State Controller in a fiscal year, the City must submit to the California Transportation Commission (CTC) an adopted list of projects proposed to be funded with SB1/RMRA funds by July 1, 2025. All projects proposed to receive the fiscal year funding (Attachment A) must be adopted by resolution per Streets and Highways Code Section 2034(a)(1).

The roadway segments listed on the attached resolution intend to use a combination of Maintenance of Effort (MOE) funds (\$2,438,124) and SB1/RMRA funds (approximately \$1,696,938), which have been made available by the Local Streets and Roads Funding Program and meets the intent of the funding as indicated in Streets and Highway Code

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Section 2030(a) and the 2024 Local Streets and Roads Funding Program Reporting Guidelines. The estimated total project cost for the design, construction and management/oversight of the projects is \$4,135,062. Once the design is completed, staff will present a more concise budget estimate to the City Council for consideration and approval.

The Fiscal Year 2025-26 proposed budget will include revenue estimates for SB1 funding, as well as appropriations necessary for the projects listed on Attachment A. The FY 2025-26 proposed budget will include a Capital Improvement Program (CIP) that outlines fully the various projects to be funded with SB1 revenue.

BACKGROUND/DISCUSSION:

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, to address transportation funding shortfalls statewide. SB 1 increased per gallon fuel excise taxes and diesel fuel sales taxes as well as vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. SB1 established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund.

Beginning in January 2018, the State Controller deposited funds generated from increased fuel taxes and vehicle registration fees into the RMRA. A portion of the RMRA funds is distributed on a monthly basis to the City for basic road maintenance, rehabilitation and critical safety projects on local streets and road systems.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. In order to be eligible for RMRA funding in Fiscal Year 2025-26, the City must adopt a resolution approving the list of projects to receive RMRA funding. Staff recommends that SB 1 funding be applied towards the following streets in accordance with the City's approved Pavement Management Program.

FY 2025-26 SB 1 Rubberized Asphalt Street Enhancement Project		
Street Names	From	To
W BURKE DR	POPLAR AV	END
N 6th ST	W OAKMONT DR	LINCOLN AVE
VIEWCREST	E OAKMONT DR	RAYWOOD AV
N VAIL AV	LOMA RD	WESTMORELAND DR
SAN ANTONIO DR	N WILCOX AV	20TH ST
VIA SAN DELARRO	BRADSHAWE ST	West CITY LIMITS
N 19TH STREET ST	W BEVERLY BLVD	W MADISON AV
N 20TH ST	W MADISON AV	W LINCON AV
N LEONARD ST	BARR AV	DEWAR AV
FINDLAY AVE	BEVERLY BLVD	SOUTH CITY LIMITS
N 21ST STREET	W BEVERLY BLVD	W MADISON AV

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N 7TH STREET	W LINCOLN AV	W MADISON AV
E FREMONT SQ	POPLAR AV	END
N 6TH ST	W LINCOLN AV	W MADISON AV
S 5TH ST	W WHITTIER BLVD	W OLYMPIC BLVD
S 2ND ST	HARDING AV	LOS ANGELES
N GREENWOOD AV	W CLEVELAND AV	W OLYMPIC BLVD
CALIFORNIA AV	W WHITTIER BLVD	LOS ANGELES AV
THYNNE ST	FERGUSON DR	END
JOYCE ST	FERGUSON DR	END
WORK ST	FERGUSON DR	END
HORNBY ST	FERGUSON DR	END
HEREFORD DR	PICKERING WY	S CONCOURSE AV
DATE ST	S GREENWOOD AV	SPRUCE ST
S SPRUCE ST	DATE ST	OAKWOOD ST
OAKWOOD ST	S SPRUCE ST	S GREENWOOD
CAROB WY	E WASHINGTON BLVD	JACMAR DR
GREENWOOD AVE	SYCAMORE ST	END

Following City Council approval and acceptance of the streets to be rehabilitated, SB 1 funding guidelines require staff to submit to the California Transportation Commission (CTC) the proposed project list and adopt a resolution (Attachment A).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend the City Council approve Resolution No. 25-43 (Attachment A), approving submission of the project list to the California Transportation Commission that will utilize RMRA/SB1 funds in FY 2025-26.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-43

RESOLUTION NO. 25-43

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Montebello are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Montebello must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Montebello, will receive an estimated \$1,696,938 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the ninth year in which the City of Montebello is receiving SB 1 funding and will enable the City of Montebello to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Montebello has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Montebello used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Montebello maintain and rehabilitate local roadways and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City of Montebello's streets and roads are in a poor condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into excellent and good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Montebello, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Project Title: FY 2025-26 SB 1 Rubberized Asphalt Street Enhancement Project

Project Description: City shall utilize Rubberized asphalt, which is a hot-mixed asphalt pavement containing crumb rubber. The crumb rubber serves as a “modifier” of the liquid asphalt. Its addition gives the liquid asphalt greater viscosity (resistance to flow) and improves other properties which resist reflective cracking and rutting and prolong pavement life. Crumb rubber utilized is generated from processing scrap tires. The tires are shredded, and the steel reinforcement and fibers separated from the rubber.

Project Location:

FY 2025-26 SB 1 Rubberized Asphalt Street Enhancement Project		
Street Names	From	To
W BURKE DR	POPLAR AV	END
N 6th ST	W OAKMONT DR	LINCOLN AVE
VIEWCREST	E OAKMONT DR	RAYWOOD AV
N VAIL AV	LOMA RD	WESTMORELAND DR
SAN ANTONIO DR	N WILCOX AV	20TH ST
VIA SAN DELARRO	BRADSHAW ST	West CITY LIMITS
N 19TH STREET ST	W BEVERLY BLVD	W MADISON AV
N 20TH ST	W MADISON AV	W LINCON AV
N LEONARD ST	BARR AV	DEWAR AV
FINDLAY AVE	BEVERLY BLVD	SOUTH CITY LIMITS
N 21ST STREET	W BEVERLY BLVD	W MADISON AV
N 7TH STREET	W LINCOLN AV	W MADISON AV
E FREMONT SQ	POPLAR AV	END
N 6TH ST	W LINCOLN AV	W MADISON AV
S 5TH ST	W WHITTIER BLVD	W OLYMPIC BLVD
S 2ND ST	HARDING AV	LOS ANGELES
N GREENWOOD AV	W CLEVELAND AV	W OLYMPIC BLVD

CALIFORNIA AV	W WHITTIER BLVD	LOS ANGELES AV
THYNNE ST	FERGUSON DR	END
JOYCE ST	FERGUSON DR	END
WORK ST	FERGUSON DR	END
HORNBY ST	FERGUSON DR	END
HEREFORD DR	PICKERING WY	S CONCOURSE AV
DATE ST	S GREENWOOD AV	SPRUCE ST
S SPRUCE ST	DATE ST	OAKWOOD ST
OAKWOOD ST	S SPRUCE ST	S GREENWOOD
CAROB WY	E WASHINGTON BLVD	JACMAR DR
GREENWOOD AVE	SYCAMORE ST	END

Estimated Project Schedule: Design to start in July of 2025 and will be completed by December 2026. Construction will commence in March of 2026 and be completed by September of 2026.

Design: Preparation of plans, specifications, and estimates (including standard plans, and specifications) for physical construction projects financed with SB 1 funds. The preparation of plans, specifications, and estimates (PS&E) for roadway construction projects is essential in order to facilitate construction, provide contract control, estimate construction costs, and provide a uniform basis for bidding purposes.

Estimated Project Useful Life: 20 to 25 years.

PASSED AND ADOPTED by the City Council of the City of Montebello, State of California this 11th day of June 2025, by the following vote:

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. 25-43 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 11th day of June 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



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: ACCEPTANCE OF THE RIO HONDO ACCESS IMPROVEMENT PROJECT (LANDSCAPE) (C.P. 924) – NOTICE OF COMPLETION

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the Rio Hondo Access Improvement Project (Landscape) (C.P. 924) as completed by Voltaire Engineering, Inc.; and,
2. Approve the final contract amount with Voltaire Engineering, Inc. for the Project in the amount of \$466,827, inclusive of all change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and,
5. Authorize the release of the retention payment of \$23,341 due to Voltaire Engineering, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget (Attachment A) includes the City Council's previously approved amount of \$437,545 for Voltaire Engineering, Inc. and outlines the total project expenditures of \$466,827. While the additional work exceeded the approved budget, it was necessary to address unforeseen critical issues.

Survey staking was required to determine accurate elevations and property boundaries — an item not included in the original scope of work. Furthermore, during construction, it was discovered that the existing water meter, which controls both the new irrigation

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system and water fountain, was located beneath the concrete sidewalk. Since future maintenance of the water meter is anticipated, staff determined it would be more practical to relocate it to an accessible area. This required demolition and the repouring of a portion of the sidewalk. In addition, near the Rio Hondo Access Improvement Project Site, there is a retirement home. Residents and staff of the retirement home were observed using the hillside as a shortcut to access the open space, which posed a threat to their safety and began to damage the newly installed landscaping. To ensure pedestrian safety and preserve the landscaping, staff recommended installing a chain-link fence to guide foot traffic to the sidewalk and designated access points.

To fund the project, staff allocated \$437,545 in Measure A Parks funding (Account No. 221-70-742-6040.96, Measure A Parks, Parks and Recreation, Rio Hondo River Access Project, Contract Services Engineering Design Service). Additionally, staff identified \$29,282 in Measure A Parks funding to finalize the closeout of the Project, for a total project budget of \$466,827. A budget amendment will not be required as sufficient appropriations exist in the Fiscal Year 2024-25 budget (Account No. 221-70-742-6040.96).

BACKGROUND/DISCUSSION:

On December 5, 2024, the City Council approved a \$397,768 construction landscaping contract with Voltaire Engineering, Inc. for the Rio Hondo Access Improvement Project. Additionally, the Director of Public Works was authorized to review and approve change orders within a 10% contingency (i.e., up to \$39,777), bringing the total not-to-exceed amount to \$437,545 for the Project (C.P. 924). As discussed above in the "Fiscal Impact" section, additional critical work was required to complete the project in the amount of \$29,282, bring the final project budget to an amount of \$466,827.

This project enhances connectivity from the Rio Hondo River entrance to Beverly Boulevard and Grant Rea Park. The project includes improvements to lighting and landscaping, as well as the addition of amenities such as benches, bicycle racks, horse hitching posts, shade structures, and an electronic sign — which will be completed as part of Phase II. The project was deemed to be substantially completed on June 11, 2025. The Construction Manager overseeing and inspecting the project determined that the project was completed satisfactorily and in compliance with the contract plans and specifications.

It is recommended that the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the County Recorder's Office. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release all applicable bonds and release the retention if no Stop Notices are filed within the 35-day period.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

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

ATTACHMENT(S)

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

Rio Hondo Access Improvement Project - Landscape (CP 924)

Project Expenses	Final Cost
Invoice #001	\$ 77,071.13
Invoice #002 (Includes Change Order 1 & Partial Change Order 2)	\$ 115,084.05
Invoice #003 (Includes Partial Change Order 2)	\$ 209,836.24
Invoice #004 (Includes Change Order 3)	\$ 28,083.85
Invoice #005	\$ 13,410.20
Retention	\$ 23,341.35
Change Order #1	\$ 15,741.50
Change Order #2	\$ 23,755.86
Change Order #3	\$ 29,561.95
Total Project Cost:	\$ 466,826.82

Project Funding	Budget Amount
Construction Contract Award Amount (Awarded at the December 5, 2024 City Council Meeting)	\$ 397,768.00
Construction Contingency (Awarded at the December 5, 2024 City Council Meeting)	\$ 39,777.00
Total Project Budget:	\$ 437,545

\$ (29,281.82)

Note: There is a project deficit of \$29,281.82, staff identified funding in 221-70-742-6040.96 (Measure A Local, Parks & Recreation, Rio Hondo Access Improvement Project, Contract Services Engineering Design Service) to cover this deficit. Staff will work on a Change Purchase Order to include these fund to close out the project.

RECORDING REQUESTED BY

CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

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

NOTICE OF COMPLETION

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

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

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

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

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

- 7. A work of improvement on the property hereinafter described was completed on June 11, 2025. The general scope of work consisted of renovating the infield and outfield surfaces and replacing the dugouts, bleachers, irrigation systems, outfield turf, and fencing.

- 8. The name of the contractor, if any, for such work of improvement was Voltaire Engineering, Inc.
December 5, 2024
(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

- 9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: Rio Hondo Access Improvement Project - Landscape (CP 924)

Director of Public Works / City of Montebello

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

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on , 2025 at City of Montebello, Montebello, CA
(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Andrew Kim, Senior Management Analyst

SUBJECT: APPROVE AGREEMENT NO. 4302 WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG) ALLOWING THE CITY TO ASSUME MANAGEMENT AND ADMINISTRATION OF THE "OPERATION STAY SAFE" AGREEMENT WITH LA CADA

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4302 with the San Gabriel Valley Council of Governments (SGVCOG) to assume management and administration of the "Operation Stay Safe" agreement with LA CADA; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The total not-to-exceed compensation under the amended agreement with the Los Angeles Centers for Alcohol and Drug Abuse (LA CADA) to operate the "Operation Stay Safe" (OSS) bridge housing program in the City of Montebello is \$1,947,181. This amount includes all staffing, operational costs, and indirect expenses through June 30, 2026. However, LA CADA has submitted a projected operating budget of \$1,405,454, which represents their estimated expenditures for the same period (through June 30, 2026).

To support the "Operation Stay Safe" (OSS) program, the City is in the process of securing \$617,272 in Los Angeles County Measure A funding. Measure A is a half-cent sales tax aimed at resolving homelessness through housing with services and making housing more affordable. Approved by LA County voters in November 2024, Measure A allows support for homeless housing and services to support people currently

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experiencing homelessness in finding permanent solutions while also providing funding for affordable housing construction, homelessness prevention, and support for vulnerable renters. The half-cent sales tax repealed and replaced the quarter-cent sales tax for County homeless services that was set to expire in 2027 (Measure H). Measure A took effect on April 1, 2025.

In addition to the new Measure A funding in Fiscal Year 2025-26, the City will assume Cities and COGs Interim Housing Services (CCOGIHS) funding through an agreement with the San Gabriel Valley Council of Governments (SGVCOG). While the allocation amount is pending, SGVCOG has indicated that it is expected to be consistent with the Fiscal Year 2024–25 allocation of approximately \$963,000.

If LA CADA remains within its projected operating budget of \$1,405,454, the combined Measure A (\$617,272) and CCOGIHS (\$963,000) funding will be sufficient to cover the full cost of operations. However, if actual expenses exceed the Measure A and CCOGIHS funding total of \$1,580,272, additional funding may be necessary to close the gap. City staff will monitor expenditures closely and explore opportunities to secure supplemental funding through other grant sources or available local funds, as needed, to maintain the program and to have zero impact on the General Fund.

The FY 2025-26 budget will reflect the Measure A funding to be received from LA County. Fund 266 -- which records activity related to CCOGIHS funding - will include \$963,000 in appropriations in the proposed FY 2025-26 budget.

BACKGROUND/DISCUSSION:

In 2022, the City of Montebello launched "Operation Stay Safe," a transitional housing initiative that provides 30 single-bed units and wraparound supportive services for individuals experiencing homelessness. Located at 2000 Flotilla Street, the program prioritizes Montebello residents and serves as a major part of the Montebello Community Assistance Program (MCAP) operated by the Montebello Fire Department. Through MCAP, the City provides homeless outreach, case management, and assistance in transitioning individuals from interim housing to permanent housing, both within Montebello and in neighboring communities.

The program has historically relied on a mix of funding sources, including LA County's homeless sales tax (Measure H, which has been replaced as of April 1, 2025 by Measure A), SGVCOG provided grants, and the Cal ICH Encampment Resolution grant. As several of these funding streams have either ended or are scheduled to expire by early 2026, the City is seeking alternative resources to ensure the program's continuity.

On June 9, 2023, a service agreement between the San Gabriel Valley Regional Housing Trust (SGVRHT) and the Los Angeles Centers for Alcohol and Drug Abuse (LA CADA) was established to manage the operations and supportive services offered at Montebello's Operation Stay Safe (Attachment B). This agreement provided for the operation and maintenance of the "tiny homes" bridge housing site. The agreement was first amended via Amendment No. 1 to expand the scope of services and increase funding (Attachment C).

Subsequently, SGVRHT assigned the agreement to the San Gabriel Valley Council of Governments (SGVCOG), which then executed Amendment Nos. 2 and 3 with LA CADA (Attachments D and E) to extend the contract term and update the compensation amount for the services provided. In an effort to streamline administration and enhance oversight, the City of Montebello, SGVCOG, and LA CADA have agreed to assign management and administration of the agreement to the City of Montebello. Agreement No. 4302 (Attachment A) reflects the formal assignment of the OSS management contract from SGVCOG to the City of Montebello. This transition is permitted under Section 13 of the original agreement (Attachment B), which allows SGVCOG to assign the contract, and LA CADA has consented to the transfer.

ENVIRONMENTAL:

N/A

ANALYSIS:

The assignment of the Operation Stay Safe (OSS) management agreement to the City of Montebello via approval of Agreement No. 4302 (Attachment A) will allow the City to assume full responsibility for the administration and oversight of the program. This transition will enhance the City's ability to directly manage program performance, ensure continuity of services, and effectively coordinate funding sources.

The total not-to-exceed compensation under the amended agreement with the Los Angeles Centers for Alcohol and Drug Abuse (LA CADA) is \$1,947,181. This amount includes staffing, operational expenses, and indirect costs associated with the operation of the OSS site through June 30, 2026. However, it is important to note that LA CADA has provided a projected budget of \$1,405,454 for the duration of the agreement. This lower projected amount provides a buffer within the authorized contract amount, assuming LA CADA maintains operations within its proposed budget framework.

To support this program, the City has secured \$617,272 in Los Angeles County Measure A funding (i.e., a formal agreement is being drafted and will be presented at a future City Council meeting). In addition to this, the City will assume CCOGIHS funding from SGVCOG for Fiscal Year 2025–26. While the exact amount of CCOGIHS funding is pending, discussions with SGVCOG suggest that it will be consistent with the prior year's allocation of approximately \$963,000. The proposed FY 2025-26 budget anticipates receipt of this funding from both sources will include these appropriations.

Based on these anticipated funding sources, there will be sufficient funds to cover OSS program costs provided LA CADA operates within its submitted budget. However, should actual expenditures exceed the combined amount of Measure A and CCOGIHS funding of \$1,580,272, additional funding may be required to bridge any shortfall. In such a case, staff will explore additional grant opportunities and other funding sources to supplement the program and ensure uninterrupted service delivery as well as ensuring zero fiscal impact on the General Fund.

SUMMARY:

The approval of Agreement No. 4302 (Attachment A) will enable the City of Montebello to assume management and administration of the Operation Stay Safe management agreement from SGVCOG. This transition supports the City's goals of enhancing homelessness response strategies through local control and more direct administration of program funds and operations. The assignment ensures continued service delivery and positions the City to administer future funding to sustain the program.

ATTACHMENT(S)

1. Attachment A - Draft Agreement No. 4302 with the SGVCOG for LA CADA Operation Stay Safe Assignment
2. Attachment B - Original Agreement with SGVRHT and LA CADA
3. Attachment C - Amendment 1
4. Attachment D - Amendment 2
5. Attachment E - Amendment 3

City of Montebello
Agreement No. 4302
with the
SGVCOG
for
LA CADA Operation Stay Safe Assignment

**ASSIGNMENT OF
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND
LOS ANGELES CENTER FOR ALCOHOL AND DRUG
ABUSE**

This assignment of the Agreement for Professional Services for Operation Stay Safe (“Assignment”) is entered into by and between the San Gabriel Valley Council of Governments (the “SGVCOG”), Los Angeles Center for Alcohol and Drug Abuse (“Service Provider”), and the City of Montebello (“City”) and is dated to be effective as of the date executed by all Parties (“Effective Date”). SGVCOG, the City, and Service Provider are collectively referred to herein as the Parties.

RECITALS

A. The San Gabriel Valley Regional Housing Trust (“SGVRHT”) entered into an agreement dated June 9, 2023 with Service Provider (the “Operational Agreement”) to operate and maintain a bridge housing site for individuals experiencing homelessness located within the City. The Operational Agreement was amended via Amendment No. 1.

B. SGVRHT and Service Provider subsequently determined it would be more beneficial for SGVCOG to manage the Operational Agreement, in lieu of SGVRHT, and the Operational Agreement (as amended via Amendment No. 1) was assigned to SGVCOG. Through that assignment, SGVCOG assumed all rights, duties, and obligations of the SGVRHT arising under the Agreement. Subsequent to that assignment, SGVCOG and Service Provider entered into Amendments Nos. 2 and 3 to the Operational Agreement. The Operational Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 are collectively referenced herein as the “Agreement.”

C. The Parties have determined that it would be more efficient and beneficial for the City, in lieu of SGVCOG, to manage the Agreement with the Service Provider. Section 13 of the Agreement provides the SGVCOG may assign the Agreement to the City.

D. It is the desire of the Parties to assign the Agreement from SGVCOG to the City upon the terms and conditions set forth herein.

NOW THEREFORE, based on the above, the Parties agree as follows:

1. **DEFINED TERMS.** Except as otherwise defined herein, all capitalized terms used herein shall have meanings set forth for such terms in the Agreement.

2. **ASSIGNMENT.** The Parties individually and collectively agree as follows: (a) under the terms hereunder, SGVCOG assigns the Agreement, which is incorporated herein by reference, to the City; (b) City accepts the Assignment under the terms hereunder; and (3) Service Provider approves such Assignment under the terms hereunder. In accepting this Assignment, the City shall, as of the Effective Date of this Assignment, assume all SGVCOG rights, duties and obligations arising under the Agreement. All rights, duties and obligations of Service Provider under the Agreement shall be as between Service Provider and the City. The Parties agree that as of the Effective Date of this Assignment, shall be

July 1, 2025 between Service Provider and the City. The Parties agree that as of the Effective Date of this Assignment, SGVCOG shall have no further rights, duties or obligations under the Agreement. The Parties represent that they have thoroughly familiarized themselves with and examined the Agreement and this Assignment, understand their contents and have the expertise and ability to implement the Agreement and Assignment as provided herein.

3. **PAYMENT OF WORK PERFORMED.** The Parties understand that prior to the Effective Date of this Assignment that Service Provider may have performed services under the Agreement. In accepting this Assignment, Service Provider agrees to invoice the City for any such services in accordance with the Agreement and to look only to the City for payment and the City agrees to pay Service Provider for those services as set forth in the Agreement.

4. **NOTICES.** All notices required or permitted to be given under the Agreement and this Assignment shall be in writing and be personally delivered, or sent by facsimile, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To Service Provider: Juan Navarro, Chief Executive Officer
Los Angeles Center for Alcohol
and Drug Abuse
12070 Telegraph Rd, Suite 207
Santa Fe Springs, CA 90670
jnavarro@lacada.com

To City of Montebello: Raul Alvarez, City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640
ralvarez@montebellocity.gov

To SGVCOG: Marisa Creter, Executive Director
San Gabriel Valley Council of
Governments
1333 S. Mayflower Avenue, Suite
360
Monrovia, CA 91016
mcreter@sgvcog.org

With a copy to: Cassie Trapesonian, SGVCOG
General Counsel
Woodruff & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
ctrapesonian@woodruff.law

5. **ENTIRE AGREEMENT.** This Assignment and the Agreement contain the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between SGVCOG, Service Provider, and City. No statements, representations, or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Assignment shall be valid and binding unless in writing duly executed by the Parties and their

authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be effective as of the date executed by all the Parties.

**SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS**

By: _____
Name: Marisa Creter
Title: Executive Director
Date: _____

Approved as to Form:

Cassie Trapesonian, General Counsel

CITY OF MONTEBELLO

By: _____
Name: Raul Alvarez
Title: City Manager
Date: _____

**LOS ANGELES CENTER FOR
ALCOHOL AND DRUG ABUSE**

By: _____
Name: Juan Navarro
Title: Chief Executive Officer
Date: _____

EXHIBIT A
AGREEMENT (INCLUDES AMENDMENT NOS. 1-3)

DRAFT

DRAFT

**ASSIGNMENT OF
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
AND
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE
AND
SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**

This assignment of the Agreement for Professional Services for Montebello Bridge Housing Site Operator (“Assignment”) is entered into by and between the San Gabriel Valley Regional Housing Trust (the “SGVRHT”), Los Angeles Centers for Alcohol and Drug Abuse (“Service Provider”), and the San Gabriel Valley Council of Governments (the “SGVCOG”) and is dated to be effective as of June 5, 2024 (“Effective Date”). SGVRHT, Service Provider, and SGVCOG are collectively referred to herein as the Parties.

RECITALS

A. SGVRHT entered into an agreement dated June 9, 2023 with Service Provider (the “Operational Agreement”) to operate and maintain a bridge housing site for families experiencing homelessness located within the City of Montebello (“Housing Site”) and subsequent thereto issued Amendment No. 1 (collectively, the Operational Agreement and Amendment No. 1 are referenced herein as the “Agreement”).

B. The Parties have determined that it would be more efficient and beneficial for SGVCOG, in lieu of SGVRHT, to manage the Agreement with the Service Provider. Section 13 of the Operational Agreement provides the SGVRHT may assign the Operational Agreement to the SGVCOG.

C. It is the desire of the Parties to assign the Agreement from SGVRHT to SGVCOG upon the terms and conditions set forth herein.

NOW THEREFORE, based on the above, the Parties agree as follows:

1. **DEFINED TERMS.** Except as otherwise defined herein, all capitalized terms used herein shall have meanings set forth for such terms in the Agreement.

2. **ASSIGNMENT.** The Parties individually and collectively agree as follows: (a) under the terms hereunder, SGVRHT assigns the Agreement, which is attached hereto as Exhibit “A”, and incorporated herein by reference, to SGVCOG; (b) SGVCOG accepts the Assignment under the terms hereunder; and (3) Service Provider approves such Assignment under the terms hereunder. In accepting this Assignment, SGVCOG shall assume all SGVRHT rights, duties and obligations arising under the Agreement. The Parties represent that they have thoroughly familiarized themselves with and examined the Agreement and this Assignment, understand their contents and have the expertise and ability to implement the Agreement and Assignment as provided herein.

3. PAYMENT OF WORK PERFORMED. The Parties understand that prior to the effective date of this Assignment that Service Provider performed services under the Agreement. In accepting this Assignment, Service Provider agrees to invoice SGVCOG for any such services in accordance with the Agreement and to look only to the SGVCOG for payment and SGVCOG agrees to pay Service Provider for those services as set forth in the Agreement.

4. NOTICES. All notices required or permitted to be given under the Agreement and this Assignment shall be in writing and be personally delivered, or sent by facsimile, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVRHT: Marisa Creter, Executive Director
San Gabriel Valley Regional Housing Trust
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
mcreter@sgvcog.org

With a copy to: David A. DeBerry, SGVRHT General Counsel
Woodruff & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
ddeberry@woodruff.law

To Service Provider: Juan Navarro, Executive Director
Los Angeles Centers for Alcohol and Drug Abuse
12070 Telegraph Rd., Suite 207
Santa Fe Springs, CA 90670
jnavarro@lacada.com

To SGVCOG: Marisa Creter, Executive Director
San Gabriel Valley Regional Housing Trust
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
mcreter@sgvcog.org

With a copy to: David A. DeBerry, SGVCOG General Counsel
Woodruff & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, California 92626
ddeberry@woodruff.law

5. ENTIRE AGREEMENT. This Assignment and the Agreement contain the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between SGVRHT, Service Provider, and SGVCOG. No statements, representations, or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Assignment shall be valid and binding unless in writing duly executed by the Parties and their authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be effective as of the Effective Date.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By: Marisa Creter
Name: Marisa Creter
Title: Executive Director
Date: 06/06/2024

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

By: Marisa Creter
Name: Marisa Creter
Title: Executive Director
Date: 06/06/2024

LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE

By: Juan Navarro
Name: Juan Navarro
Title: Executive Director
Date: 06/12/2024

EXHIBIT A
AGREEMENT (INCLUDES AMENDMENT NO. 1)

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

PROFESSIONAL SERVICES AGREEMENT

FOR

MONTEBELLO BRIDGE HOUSING SITE OPERATOR

**PROFESSIONAL SERVICES AGREEMENT
SAN GABRIEL VALLEY REGIONAL HOUSING TRUST
AGREEMENT FOR SERVICES
WITH
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE**

This Agreement for Service Provider Services (“Agreement”) is made and entered into this 13th day of June 2023, by and between the San Gabriel Valley Regional Housing Trust (“SGVRHT”) and Los Angeles Centers for Alcohol and Drug Abuse, a California non-profit corporation (“Service Provider”).

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Scope of Services.

Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to the reasonable satisfaction of the SGVRHT, the services set forth in the attached Exhibit "A", which is incorporated herein by this reference. As a material inducement to the SGVRHT to enter into this Agreement, Service Provider represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Service Provider represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Brielle Salazar (herein referred to as the “SGVRHT’s Project Manager”), shall be the person to whom the Service Provider will report to for the performance of services hereunder. It is understood that Service Provider shall coordinate its services hereunder with the SGVRHT’s Project Manager to the extent required by the SGVRHT’s Project Manager, and that all performances required hereunder by Service Provider shall be performed to the satisfaction of the SGVRHT’s Project Manager and Executive Director.

2. Term of Agreement.

This Agreement shall take effect June 14, 2023, and shall continue until June 30, 2023 ("Term"), unless earlier terminated pursuant to the provisions herein. SGVRHT’s Executive Director shall have the option to extend this Agreement for up to two additional one-year terms, subject to the same terms and conditions contained herein, by giving Service Provider written notice of the exercise of this option at least thirty (30) days prior to the expiration of the initial Term.

3. Compensation and Method of Payment.

(a) This Agreement will be a fixed fee contract and the total compensation to be paid to the Service Provider pursuant to this Agreement shall not exceed Sixteen Thousand One Hundred Fifty-Nine Dollars and 00/100 (\$16,159.00). No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefore have been previously authorized in writing and approved by the Executive Director or her designee as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time, if any, and adjustment of the fee to be paid by SGVRHT to Service Provider. Service Provider shall be compensated in the manner and in the amounts specified in "Exhibit B."

(b) Each month Service Provider shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month. SGVRHT shall independently review each invoice submitted by Service Provider to determine whether the work performed and expenses incurred are in accordance with the rates contained in Exhibit "B". The invoice shall include the following information: Project Task, Date, Detailed Comments of Work Performed, Fixed Fee for Staffing, and Other Costs as Expended. For each invoice, the Service Provider shall include reductions to the fixed fee staffing amount, such as staffing vacancies, and submit appropriate backup documentation for payment, such as receipts and deliverables. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to this Section. In the event any charges or expenses are disputed by SGVRHT, SGVRHT shall withhold that portion of the invoice that is in dispute and remit the remainder.

(c) Except as to any charges or expenses disputed by SGVRHT, SGVRHT will use its best efforts to cause Service Provider to be paid within thirty (30) days of receipt of Service Provider's invoice meeting the requirements herein.

4. Priority of Documents.

This Agreement and any attached Exhibits or documents incorporated herein by reference are intended to describe the Parties complete agreement, however, in the event of any conflict with the provisions of this Agreement shall control.

5. Service Provider's Books and Records.

Service Provider shall maintain all documents and records demonstrating or relating to Service Provider's performance of services pursuant to this Agreement. Service Provider shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SGVRHT pursuant to this Agreement. All such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Service Provider pursuant to this Agreement. All such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of SGVRHT and its expenditures.

6. Ownership of Documents.

All original maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Service Provider in the course of providing any services pursuant to this Agreement shall be the sole property of the SGVRHT and may be used, reused or otherwise disposed of by the SGVRHT without the permission of the Service Provider. Upon satisfactory completion of, or in the event of expiration, termination, suspension, or abandonment of this Agreement, Service Provider shall turn over to SGVRHT all such maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents which Service Provider may have prepared for use in performing services hereunder. With respect to computer files, Service Provider shall make available to the SGVRHT, upon reasonable written request by the SGVRHT, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

Service Provider shall have not liability for SGVRHT's for reuse of maps, models, designs, drawings, photographs, studies, survey, reports, data, notes, computer files, files and other documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Service Provider.

7. Status of Service Provider.

Service Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of SGVRHT. Service Provider shall have no authority to bind SGVRHT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SGVRHT, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by SGVRHT.

The personnel performing the services under this Agreement on behalf of Service Provider shall at all times be under Service Provider's exclusive direction and control. Neither SGVRHT, nor any elected or appointed boards, officers, officials, employees, or agents, shall have control over the conduct of Service Provider or any of Service Provider's officers, employees or agents, except as set forth in this Agreement. Service Provider shall not at any time or in any manner represent that Service Provider or any of Service Provider's officers, employees or agents are in any manner officials, officers, employees, members or agents of SGVRHT.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Service Provider and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by SGVRHT, including but not limited to eligibility to enroll in the Public Employees Retirement System as an employee of SGVRHT.

In the event that Service Provider or any employee, agent, or subcontractor of Service Provider providing services under this Agreement claims or is determined by an authority having jurisdiction over SGVRHT, to not be a wholly independent contractor, then Service Provider shall

indemnify and reimburse SGVRHT for any costs, including attorneys' fees, that SGVRHT incurs arising out of such claim or determination including, but not limited to, any benefits SGVRHT is required to provide, or payroll taxes or Workers' Compensation claims it is required to pay, as well as for the payment of any penalties and interest on such contributions.

8. Deficient Services.

Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully and competently, perform all services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. SGVRHT may disapprove services that do not conform to these standards and practices and may withhold or deny compensation for deficient services. Upon disapproval of services by SGVRHT, Service Provider shall immediately re-perform, at its own costs, the services that are deficient. SGVRHT shall endeavor to notify Service Provider in writing of the existence of such deficient services in a timely manner, although its failure to do so shall not affect any remedy it may have under this Agreement or at law with respect to such deficient services. No approval, disapproval, or omission to provide approval or disapproval shall release Service Provider from any responsibility under this Agreement.

9. Compliance with Applicable Laws; Permits and Licenses.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither SGVRHT, its member agencies, nor any of their respective elected or appointed boards, officers, officials, employees, or agents, shall be liable, at law or in equity, as a result of any failure of Service Provider to comply with this Section.

10. Nondiscrimination.

(a). Service Provider shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement and will comply with all rules and regulations of SGVRHT relating thereto. Such nondiscrimination shall include, but not be limited to, the following: employment; upgrading; demotion; transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b). Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in performing this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment

without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

(c). Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Unauthorized Aliens.

Service Provider hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Service Provider employ such unauthorized aliens for the performance of services covered by this Agreement, and should any liability or sanctions be imposed against SGVRHT for such use of unauthorized aliens, Service Provider hereby agrees to and shall reimburse SGVRHT for the cost of all such liabilities or sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by SGVRHT.

12. Conflicts of Interest.

Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, (but not including ownership of stock in a publicly traded company), which would conflict in any manner with the interests of SGVRHT or which would in any way hinder Service Provider's performance of services under this Agreement. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the SGVRHT. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of SGVRHT in the performance of this Agreement.

13. Assignment.

(a) The expertise and experience of Service Provider are material considerations for this Agreement. SGVRHT has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Service Provider under this Agreement. In recognition of that interest, Service Provider shall not assign or transfer any of its duties or obligations under this Agreement or any portion thereof, without the prior written consent of the SGVRHT. Any attempted assignment shall be ineffective, null and void, and constitute a material breach of this Agreement entitling SGVRHT to any and all remedies at law or in equity, including summary termination of this Agreement.

(b) The SGVRHT may assign this Agreement upon the same terms and conditions to another entity and it is specifically contemplated by the parties that this Agreement may ultimately be assigned to the City of Montebello. In the event of such an assignment, Service Provider agrees to execute an assignment in which it agrees to indemnify, defend, and hold harmless the City of Montebello, its officers, agents, and employees ("City Indemnitees") to the same extent as the

SGVRHT Indemnites in Section 14 below and to add the City Indemnites as additional insureds in accordance with Section 15.5 below.

14. Indemnification.

To the greatest extent permitted by California law, Service Provider shall indemnify and defend with counsel approved by SGVRHT, and hold harmless SGVRHT, its member agencies, and their respective elected and appointed boards, officers, officials, employees and volunteers ("SGVRHT Indemnites") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Workers' Compensation Act and other employee benefit acts with respect to Service Provider's employees or Service Provider's contractor's employees arising out of Service Provider's work under this Agreement; and

(2) Any and all claims arising out of Service Provider's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of SGVRHT's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the SGVRHT. Should SGVRHT in its sole discretion find Service Provider's legal counsel unacceptable, then Service Provider shall reimburse the SGVRHT its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The SGVRHT shall promptly pay any final judgment rendered against the Indemnites. 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. Except for the Indemnites, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

(3) The Service Provider's obligations to indemnify, defend and hold harmless the SGVRHT Indemnites shall survive termination of this Agreement.

15. Insurance.

Without limiting its obligations pursuant to this Agreement, Service Provider shall procure and maintain, at Service Provider's own cost and expense and for the duration of this Agreement, the insurance coverage as set forth herein. All insurance policies shall be subject to approval by SGVRHT as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the SGVRHT. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. Service Provider shall provide the following scope and limits of insurance:

15.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the SGVRHT.

Workers' Compensation insurance if and as required by the California Labor Code and Employer's Liability insurance covering all persons providing services on behalf of the Service Provider and all risks to such persons under this Agreement.

Professional liability insurance appropriate to the Service Provider's profession.

15.2 Limits of Insurance. Service Provider shall maintain limits of insurance no less than:

General Liability: \$1,000,000 minimum limit written on an occurrence basis for bodily injury, death and property damage.

Automobile Liability: \$1,000,000 minimum limit written on an occurrence basis for bodily injury, death and property damage.

Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

Professional Liability: \$1,000,000 minimum limit per claim. If such insurance is on a claims-made basis, Service Provider agrees to keep such insurance in full force and effect for at least three years after termination or date of completion of this Agreement.

15.3 Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

15.4 All Policies. Each insurance policy required herein, other than professional liability shall provide that the coverage shall not be non-renewed, cancelled or reduced by the insurer or Service Provider except after at least ten (10) days' prior written notice by Certified mail, return receipt requested, has been given to SGVRHT. As soon as Service Provider becomes aware, it shall provide to SGVRHT notice of suspension or voiding of any coverage or reduction in coverage which results in Service Provider not meeting the minimum requirements set forth in this Agreement.

15.5 General Liability and Automobile Liability Coverages. The SGVRHT Indemnitees shall be named as additional insureds on all policies of general liability, property damage, and automotive liability insurance for all work performed by Service Provider under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

Service Provider's insurance coverage shall be primary insurance with respect to the Additional Insureds.

Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SGVRHT, and its respective elected and appointed officers, officials, members or employees.

15.6 Workers' Compensation and Employer's Liability Coverage. Unless the SGVRHT otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the Additional Insureds for losses arising from services performed by Service Provider.

15.7 Other Requirements. Service Provider agrees to deposit with SGVRHT, at or before the performance of any services under this Agreement, certificates of insurance and additional insured endorsements or a copy of the policy evidencing same, necessary to satisfy SGVRHT that Service Provider has complied with the insurance provisions of this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. SGVRHT reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

Service Provider shall include all subcontractors, if any, as insureds under its policies or furnish separate certificates and endorsements from each subcontractor evidencing the same minimum coverage requirements that Service Provider must provide.

Any deductibles or self-insured retentions must be declared to and approved by SGVRHT, such approval not to be unreasonably withheld.

All policies of insurance, except professional liability insurance, shall be issued by an insurance company which is authorized to do business in the State of California or is otherwise approved in writing by SGVRHT.

16. Termination of Agreement.

Notwithstanding anything to the contrary herein, SGVRHT may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease immediately all work in progress, unless the notice provides otherwise, except those services necessary to effectuate the termination. Upon termination of this Agreement, Service Provider shall furnish to SGVRHT a final invoice for work performed and expenses incurred by Service Provider, as required by this Agreement. SGVRHT shall not be liable for any claim of lost profits.

17. Default.

In the event either party defaults in its obligations hereunder, the non-defaulting party may declare a default by written notice to the defaulting party. The notice shall specify the basis for the default and the cure, which cure shall be implemented within thirty (30) days of the date of the

notice or such longer time as may be provided in the notice. If cure is not made within the time provided in the notice, then this Agreement shall terminate and the non-defaulting party shall have all remedies available under this Agreement and the law.

18. Notices.

All notices required or permitted to be given under this Agreement, except for notices regarding default, breach, termination, or changes to insurance shall be delivered via email to the individuals listed below. Notice of default, breach, termination, or changes to insurance shall be delivered in writing and shall be personally delivered, or sent by facsimile or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVRHT: Marisa Creter, Executive Director
San Gabriel Valley Regional Housing Trust
1333 S. Mayflower Avenue, Suite 360
Monrovia, CA 91016
mcreter@sgvcog.org

with a copy to: David DeBerry, SGVRHT General Counsel
Woodruff & Smart
555 Anton Blvd., Suite 1200
Costa Mesa, CA 92626
ddeberry@woodruff.law

To Service Provider: Juan Navarro, Executive Director
Los Angeles Centers for Alcohol and Drug Abuse
12070 Telegraph Rd., Suite 207
Sante Fe Springs, CA 90670
jnavarro@lacada.com

Notice shall be deemed effective on the date emailed, personally delivered, or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

19. Binding Effect.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

20. 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. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

Acceptance by SGVRHT of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

21. Law to Govern; Venue.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

22. Entire Agreement.

This Agreement, including the exhibits attached hereto, which are incorporated herein by this reference, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and SGVRHT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. Any attempt to waive the requirement for a written amendment shall be void.

23. Section 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.

24. Severability.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

25. Time is of the Essence.

Time is of the essence in the performance of this Agreement. Service Provider shall do all things necessary and incidental to the prosecution of Service Provider's work.

26. Delays.

Neither Party shall be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of such Party. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. Service Provider's sole remedy for delays outside its control shall be an extension of time. Service Provider must document any delay and request an extension of time in writing at that the time of the delay to the satisfaction of SGVRHT.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

"SERVICE PROVIDER"

By Juan Navarro

Title: CEO

Date: 06/15/2023

By Juan Navarro

Title: CEO

Date: 06/15/2023

SAN GABRIEL VALLEY REGIONAL HOUSING TRUST

By Marisa Creter

MARISA CRETER
Executive Director

Date: 06/15/2023

APPROVED AS TO FORM:

David DeBerry

DAVID DeBERRY
General Counsel

Exhibit A – Scope of Services

Task 1.1 Project Management

Los Angeles Centers for Alcohol and Drug Abuse (LA CADA) will hold a kick-off meeting the week of June 12, 2023, and 2 weekly meetings with project team during Plan creation. LA CADA will host monthly meetings with project team once the site operation period begins to discuss onsite service provision, client needs, site needs, community feedback, and other operational updates. LA CADA will also be responsible for providing a monthly report in a format approved by the SGVRHT, SGVCOG, and the City demonstrating aggregate enrollment and exit data and provision of/connection to services. The site is receiving funds from Cities and Councils of Governments Interim Housing Services (CCOGIHS) and must comply with LAHSA interim housing requirements linked [here](#).

For emergencies and urgent matters, the LA CADA team will contact the appropriate City and/or SGVRHT staff immediately via email and/or cell phone. If incidents occur onsite, City and SGVRHT staff will be notified and provided an incident report within 24 hours. LA CADA shall also establish a group message thread or other means of constant, daily, real-time communication with the assigned staff from both the SGVRHT and City so that both parties are aware of issues at the site such as upcoming vacancies, maintenance issues, incidents, and other issues that require immediate feedback and/or action.

The Site Operator will make the site available for tours hosted by SGVRHT, SGVCOG, City staff as requested by either SGVRHT, SGVCOG, or City staff. Tours will take place on an as needed basis on weekdays between 9AM and 5PM with at least 48-hour notice provided.

Deliverables:

- Kick-off meeting agenda & meeting notes (1);
- Weekly meeting agendas and notes (2);
- Monthly Report provided prior to monthly meeting (12);
- Facilitate onsite tours (as needed)

Task 1.2 Plan Development & Staff Onboarding

LA CADA will work with the SGVRHT, SGVCOG, and City staff to update/develop the Operations, Staffing, and Services Plan (Plan) for the site. LA CADA will be provided with the site plan for the first year of site operations for reference and updating. The updated Plan will outline how the site will be operated to ensure that all participants receive the resources that they need to stabilize and move into permanent housing as quickly as practicable. The Plan will operationalize how LA CADA will work with stakeholders to maximize participant and program success by balancing on-site services with existing services available through CES, the County of Los Angeles, and the City's existing services contracts and resources, which are described in more detail in the Project Description. The Plan will outline roles and responsibilities for onsite staff, as well as how these staff will work with other off-site staff and services. Staff must have sufficient training and experience to be able to provide trauma-informed care to the higher-acuity clients living at the site. The Plan will also outline the approach to ensure that all needed services are available for the site's participants, and for services not available at the site, where the services can

be found and how they would be accessed. For example, the Plan will maximize participant connection to these existing services and strengthen coordination with participants' existing case managers and housing navigators. LA CADA will include specific partnership opportunities with additional service providers and agencies in the region providing resources to individuals experiencing homelessness. LA CADA will include any additional Plan components required to ensure site safety, provision of services, and other components recommended by LA CADA.

Concurrent with the development of the plan, the LA CADA will begin recruiting and onboarding efforts to staff the site by the operations date. Sufficient staff to operate the site 24/7 must be fully onboarded prior to June 30, 2023.

The Plan should include the following components at a minimum:

Program Policies and Procedures: Eligibility and Referrals, Program Intake, Program Exit

- **Program Eligibility:** Participants will be identified by MCAP based on field interactions with individuals experiencing homelessness in Montebello. MCAP will provide a referral to LA CADA, who will perform participant intake to OSS. Participants must be able to manage Activities of Daily Living (i.e., ability to transfer in and out of a bed, bathe, dress, and address hygiene needs independently). To assist MCAP in providing resources to individuals experiencing homelessness, participants that are not able to manage ADLs may be temporarily housed at OSS while connected to a more suitable housing resource. LA CADA will assist participants in meeting basic needs during this interim period by utilizing appropriate care staff (i.e. Certified Nursing Assistant). Participants may range in acuity and individual service needs. The Plan should aim to stabilize participants and maximize the likelihood of success of placing participants into permanent housing.
- **Referrals Process:** The MCAP team will handle all referrals for the site and will provide a one-page client referral form to LA CADA. At the time of intake, the LA CADA will confirm each client's eligibility for the program. If the client is not eligible, or is better suited for another existing program, LA CADA will inform MCAP and recommend another resource that better fits the client's needs. The teams will work together to connect the client to that resource as quickly as practicable. Referrals should be treated as a crisis response that should be executed as soon as possible. Since MCAP will be referring high acuity clients that may be in active crisis, it is imperative that clients be moved into the site quickly. MCAP will try to provide at least 2 hours of notice to the LA CADA when they are bringing a new client to the site. LA CADA will ensure that any vacant units are prepared to accommodate a new client in order to meet this short referral timeline. MCAP mostly works traditional business hours. However, clients may be referred on evenings or weekends. LA CADA staff should be able to accommodate clients at these times and may finalize the intake process the following morning or business day once appropriate staff are present. This crisis response model for referrals is critical to the success of this site's operation and ability to intervene in times of crisis.
- **Program Intake:** LA CADA will establish an intake process and procedures. After MCAP refers a client, they will facilitate a warm hand off at the site. If for any reason during the intake the client has needs that cannot be met at the site, the LA CADA must provide an alternative solution and help MCAP connect the client to other services. The Plan will

include ensuring that all participants are enrolled in HMIS and updating information in HMIS.

- **Housing and Services Plan:** For those participants that do not have one, following intake and assessment, LA CADA must work with each participant and any case manager and/or housing navigator to develop a Housing and Services Plan. Plan should include existing services to which to connect the participant. If the participant already has a Housing and Services Plan, the LA CADA will work with the participant and their existing housing navigator to update the plan as necessary. LA CADA will work with the participant and other assigned case managers to complete a monthly update to assess progress towards achieving the goals defined in the Housing and Services Plan.
- **Onsite Engagement and Activities:** LA CADA should provide activities for residents during weeknights and weekends to assist in community building and personal development. Some examples of activities include 1.) education and training sessions such as credit repair, 2.) health and wellness activities such as yoga, mediation, grooming, and 3.) recreational activities including crafting, game nights, movie nights, etc. These events are key to creating a sense of community on site and to helping residents build relationships with each other. LA CADA should utilize its internal programs, local programs, mobile services, and volunteer groups to support the provision of onsite activities. LA CADA may also provide transportation to public events hosted by City of Montebello Recreation and Community Services. LA CADA will also collaborate with additional SGVCOG-funded workforce development programs that will come on site to meet with clients.
- **Transportation:** LA CADA will be in charge of all participant transportation, including facilitating/providing transportation to fulfill participant needs. The Site Operator may use a company vehicle, provide transportation through rideshare, dial-a-ride, transit vouchers, and/or other opportunities to ensure participants are able to attend meetings, appointments, apartment viewings, treatments, etc. LA CADA will track transportation services provided and include updates in reporting data.
- **Community Rules:** LA CADA will develop policies and procedures for individual units and communal areas to ensure safety of all participants. The community rules should manage the use of onsite facilities including restrooms and laundry rooms, dog run, picnic tables, and other outdoor spaces. The rules should establish smoking and non-smoking areas, participant trash disposal, and guidelines for locker use and mail distribution.
- **Program Exit:** LA CADA will develop policies and procedures that adhere to best practices for exiting participants from the site. These include striving to move participants out of the Program and into permanent housing as quickly as possible, assisting with reunification services or assisting the participant with self-resolving their housing bridge, and otherwise assisting participants in fulfilling their Housing and Services Plan (Plan). The policies and procedures should also establish expectations for lengths of stay and when participants should otherwise be exited from the program (e.g. not utilizing a unit; long term hospitalization; incarceration). As a note, it is expected that LA CADA will hold a resident's unit for them if they are hospitalized or off-site receiving treatment; if it is at all possible, the intention is to bring the resident back into the program and help them continue work on their Plan. Plan will include entering exit information into a case note in HMIS and submitting an SGVRHT exit form. Exiting a participant should be held for the most extreme situations; client outbursts or client violations of the rules alone are not a reason to exit someone from the program. While clients are expected to follow all site rules, LA

CADA should maintain flexibility and understanding to ensure their decisions are always made to help the client. The Site Operator should also have clear communication with residents surrounding their program exit. LA CADA should also ensure that, when exits are deemed necessary, clients are exited with support and referrals to any other available programs or resources that fit their needs. Program exits should be seen as a last resort for clients. MCAP must approve all exits from the program and reserves the right to keep the client in the program if determined that the exit is not justified.

- **Safety Concerns:** LA CADA will establish protocols when a participant is deemed a risk to the safety of the LA CADA's staff or other participants. LA CADA must have a policy about how to manage the return of participants who are exited due to concerns about the safety of other participants or staff created by the exited participant. The LA CADA must train all relevant staff members on a deescalation policy. The ultimate goal of the LA CADA should be to keep clients housed and to help fulfill client's housing plans, while maintaining a safe and healthy on site environment.

Site Management and Oversight

- Plan will include the following
 - Provision of three meals per client prepared onsite or delivered to the site daily
 - 24/7 site staffing and procedures
 - Including 24/7 secured entry, security and locking of client lockers section, etc.
 - LA CADA should be prepared to handle any walk-ups to the site and to distribute any needed referral to services. Currently there is a sign outside of the site with MCAP's contact information to help facilitate this connection to resources.
 - Coordinate with the City to facilitate trash pick-up and regular cleaning of the site and ensure the facility remains sanitary. Trash pick-up will be provided by the City.
 - Maintain site accessibility. City will provide ADA accessible units and paths of travel. LA CADA will maintain accessible paths of travel and provide reasonable accommodations for the laundry room and other amenities as needed. Coordinate with volunteers and accept and distribute donations as appropriate.
 - Ensure that the site is operated in a way that is consistent with its intended use and ensure that the SGVRHT and the City maintain their warranties on the product. Should issues arise that prevent LA CADA from operating the site consistent with expectations, the Site Operator is responsible for notifying the participating City within twenty-four (24) hours.
 - Ensure that the facility remains sanitary, healthful, and otherwise safe for its intended or actual use.
 - Promptly and appropriately respond to the needs of participants, including referrals to medical, mental health, and other relevant service providers. The plan must include procedures for addressing emergency situations including notifying the SGVRHT and City within twenty-four (24) hours.
 - Promptly and appropriately respond to any maintenance needs. For non-emergencies, LA CADA should contact the assigned city contact to resolve the issues in a timely manner. For an emergency maintenance problem, the Site Operator should contact any needed entity (example: plumber, locksmith, etc.).

Communication with SGVRHT and MCAP

- LA CADA must keep MCAP up-to-date with how many beds are available, which includes doing the following:
 - Providing consistent communication on vacancies, available units, anticipated move-outs, etc.
 - Remaining flexible and communicating on times to do warm hand-offs of new clients.
 - Communicating with MCAP on expectations on when they should be called to the site, when MCAP will be on site doing check-ins with clients, and any other client-related updates.
- LA CADA must hold monthly case conferencing meetings - or more frequently as needed - with the SGVRHT and MCAP teams to help establish a “whatever it takes” approach to get the clients the resources they need to be permanently housed. The intent of these meetings will be to create a “central command”-type framework that is focused on pooling the agencies’ collective resources and relationships to permanently house clients.
- LA CADA must keep SGVRHT and MCAP up-to-date on any major updates, changes, incidents, etc.
 - This includes consistent teamwork and communication to keep the site operating well.

Case Management, Housing Navigation, and Connection to Existing Services

- **Coordination with Existing Case Managers and Housing Navigators:** The Plan will include coordination with participants’ existing case managers and housing navigators to facilitate linkage to services and referrals to permanent housing. The Plan will outline how to efficiently coordinate with existing case managers and housing navigators.
- **Site-Based Case Management and Housing Navigation:** LA CADA will provide case management services to assist participants in accessing permanent housing through referrals to housing programs, such as Rapid Rehousing, Permanent Supportive Housing, and affordable housing, or assisting the participant in self-resolving their housing bridge. The Plan will outline how to efficiently provide case management and housing navigation at the site and in collaboration with existing offsite resources. This includes both how clients will be connected to vouchers and how clients will be supporting in securing housing where the vouchers can be used.
- **Site-Based Services:** LA CADA will provide on-site staffing to serve the unique needs of higher-acuity clients who may have mental health and/or physical health needs and/or suffer from substance use disorder. LA CADA’s on-site staffing must include an emergency medical technician (EMT), a licensed clinical social worker, and a substance use disorder (SUD) counselor, with experience as a peer advocate. LA CADA should be able to serve clients on-site with staffing levels but shall also refer clients to other existing resources as necessary.
- **Connection to Existing Services:** In addition to housing support, case management should include linkage to services, including but not limited to health care, behavioral or mental health services, substance use treatment, employment services, and identifying transportation to those services. LA CADA is expected to connect participants to existing services in SPA 7 as needed.

Staffing Levels, Qualifications, and Schedule

- LA CADA will detail proposed staffing levels to provide full time case management and housing navigation, 24/7 security staffing, facilitate clients' needs including showers, meals, and connection to additional services, and provision of 3 meals per day for clients. LA CADA must notify SGVRHT within 48 hours of any staffing changes. The Site Operator is required to fulfill staffing vacancies as soon as possible, with immediate replacement being the preferred approach.
- LA CADA will detail how the site will be staffed with individuals who have sufficient training and experience to be successful at a low-barrier shelter with higher-acuity clients.

Support Securing Additional Funding and Resources

- Plan should maximize connection to programs for which participants are eligible, for example Medicaid/Medi-Cal, Supplemental Security Income (SSI), and Social Security Disability Insurance (SSDI). Plan will also include coordination with the SGVRHT, SGVCOG, and City to engage community groups and members by pursuing donations to support the site. This could include donations of food, clothing, funding, or other resources. Site Operator will not be expected to lead this effort but will be asked to provide recommendations, connections, and support the outreach efforts.

***Deliverables:* Outline of Operations and Services Plan; Draft & Final Operations and Services Plan**
Task 2.1 Site Preparation

LA CADA will work with the City, SGVRHT, and SGVCOG to review case notes for existing participants and prepare to intake new participants for any vacant units. The site is expected to maintain 95% occupancy at all times. LA CADA will provide a staffing schedule including dedicated hours for client intake. All staff at the site must be trained in harm reduction and de-escalation techniques for crisis response and must be able provide trauma-informed care. All staff must have the experience and training necessary to be successful at low-barrier shelter with higher-acuity clients with physical and mental health needs and SUD. Staff with experience in serving as a peer advocate would be desirable. Staff must also be able to assist in facilitating evening or weekend intake. LA CADA will establish a channel for constant, real-time communication (i.e. text thread, Slack, Whatsapp, or other platform). Site operation date will commence on June 30th, 2023 at 10AM. SGVRHT and City will perform an inventory of site supplies and LA CADA will procure any supplies necessary to begin operations and maintain necessary supply levels.

SGVRHT and City staff will facilitate a site walk through prior to opening.

Deliverables:

- Staffing schedule,
- establish communication channel, and
- attend site walk through

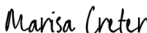
Exhibit B – Compensation

Compensation will be on a fixed fee basis. The total not-to-exceed compensation for all services performed under this Agreement shall be in accordance with Table 1 and shall not exceed **\$16,159.00**. Each month, LA CADA shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month. The weekly cost for the 1 FTE Program Manager is \$8,259.50 and proportionate reductions will be made if the position is vacant.

Table 1: Budget

Task	Staff	Not-to-Exceed Amount
Task 1.1: Project Management	Program Manager (1 FTE)	\$16,159
Task 1.2: Plan Development and Staff Onboarding		



Certificate Of Completion		
Envelope Id: 1F13DE8F340543809F24B64517EA3D56		Status: Completed
Subject: Complete with DocuSign: 23-07_MB Bridge Housing Site Operator_LACADA_PSA		
Source Envelope:		
Document Pages: 19	Signatures: 4	Envelope Originator:
Certificate Pages: 2	Initials: 0	Turner Lott
AutoNav: Enabled		1333 S. Mayflower Avenue
Envelopeld Stamping: Enabled		Suite 360
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Monrovia, CA 91016
		tlott@sgvcog.org
		IP Address: 76.91.22.130
Record Tracking		
Status: Original	Holder: Turner Lott	Location: DocuSign
6/14/2023 4:30:16 PM	tlott@sgvcog.org	
Signer Events	Signature	Timestamp
David DeBerry		Sent: 6/14/2023 4:32:01 PM
ddeberry@wss-law.com		Viewed: 6/15/2023 8:14:57 AM
General Counsel		Signed: 6/15/2023 8:15:23 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 34.208.136.214	
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Juan Navarro		Sent: 6/15/2023 8:15:24 AM
jnavarro@lacada.com		Viewed: 6/15/2023 9:03:43 PM
CEO		Signed: 6/15/2023 9:04:14 PM
L.A. CADA	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 47.6.73.194	
	Signed using mobile	
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Marisa Creter		Sent: 6/15/2023 9:04:16 PM
MCreter@SGVCOG.org		Viewed: 6/15/2023 9:04:35 PM
Executive Director		Signed: 6/15/2023 9:04:48 PM
San Gabriel Valley Council of Governments	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 174.243.149.81	
	Signed using mobile	
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dennis Dalan ddalan@sgvcog.org Accounting Manager San Gabriel Valley Council of Governments Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/15/2023 9:04:49 PM
Dieudonne Wankwe dwankwe@sgvcog.org Accountant San Gabriel Valley Council of Governments Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/15/2023 9:04:50 PM
Melissa Truong mtruong@sgvcog.org Senior Accountant San Gabriel Valley Council of Governments Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/15/2023 9:04:50 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2023 4:32:01 PM
Certified Delivered	Security Checked	6/15/2023 9:04:35 PM
Signing Complete	Security Checked	6/15/2023 9:04:48 PM
Completed	Security Checked	6/15/2023 9:04:50 PM
Payment Events	Status	Timestamps

FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT

This First Amendment to Service Provider Agreement ("First Amendment") is made and entered into as of June 26, 2023, by and between the San Gabriel Valley Regional Housing Trust, a California joint powers agency ("SGVRHT"), and Los Angeles Centers for Alcohol and Drug Abuse, a California non-profit corporation (herein referred to as the "Service Provider") with reference to the following:

A. The SGVRHT and the Service Provider entered into that certain Service Provider Agreement dated as of June 9, 2023, which is incorporated herein by this reference (the "Original Agreement"); and

B. The SGVRHT and the Service Provider desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Scope of Services. The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. Term. The Term of the Original Agreement as set forth in Section 2 therein is from **June 9, 2023**, to **June 30, 2023**. This First Amendment extends the Term up to and including **June 30, 2024**.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Sixteen Thousand One Hundred Fifty-Nine Dollars and 00/100 (\$16,159.00). Section 3 of the Original Agreement is hereby amended to provide for an increase of One Million Nine Hundred Thirty-One Thousand Twenty-Two Dollars (\$1,931,022.00) so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed One Million Nine Hundred Forty-Seven Thousand One Hundred Eighty-One Dollars (\$1,947,181.00) without the prior authorization of the SGVRHT. Exhibit "B" of the Original Agreement entitled "Compensation", is deleted in its entirety and replaced with Exhibit "B", attached hereto and incorporated herein by the reference.

5. Integration. This First Amendment and all attachments hereto (if any)

integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

“SERVICE PROVIDER”

LOS ANGELES CENTERS FOR
ALCOHOL AND DRUG ABUSE

*By: Juan Navarro

Printed Name: Juan Navarro

Title: CEO

*By: Juan Navarro

Printed Name: Juan Navarro

Title: CEO

“SGVRHT”

SAN GABRIEL VALLEY REGIONAL
HOUSING TRUST

By: Marisa Creter

Marisa Creter
Title: Executive Director

APPROVED AS TO FORM

David DeBerry

David DeBerry, General Counsel

***NOTE: If Service Provider is a corporation, the SGVRHT requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the SGVRHT.

EXHIBIT "A"

ADDITIONAL SCOPE OF SERVICES

[Behind this page.]

Task 2.1 Site Preparation

LA CADA will establish an HMIS program for OSS to enable client intake and recording keeping in HMIS. LA CADA will work with the City, SGVRHT, and SGVCOG to review case notes for existing participants and prepare to intake new participants for any vacant units. The site is expected to maintain 95% occupancy at all times. LA CADA will provide a staffing schedule including dedicated hours for client intake. All staff at the site must be trained in harm reduction and de-escalation techniques for crisis response and must be able provide trauma-informed care. All staff must have the experience and training necessary to be successful at low-barrier shelter with higher-acuity clients with physical and mental health needs and SUD. Staff with experience in serving as a peer advocate would be desirable. Staff must also be able to assist in facilitating evening or weekend intake. LA CADA will establish a channel for constant, real-time communication (ie. text thread, Slack, Whatsapp, or another platform). Site operation date will commence on June 30th, 2023, at 10AM. SGVRHT and City will perform an inventory of site supplies and LA CADA will procure any supplies necessary to begin operations and maintain necessary supply levels.

SGVRHT and City staff will facilitate a site walk through prior to opening.

Deliverables: Staffing schedule, establish communication channel; attend site walk through

Task 2.2 Site Operation

LA CADA will operate the site for one year, from June 30, 2023, to June 30, 2024, with the two, one-year options to extend the term if mutually agreed upon by SGVRHT and LA CADA. LA CADA will operate the site in accordance with the approved Operations, Staffing, and Services Plan and must maintain a 95% occupancy rate, commencing within 30 days of site operation and throughout the remaining contract term. LA CADA should staff the site at the service levels and staffing levels listed below. At least two LA CADA staff will be onsite at all times. **All staff assigned to OSS must have sufficient training and experience to provide trauma-informed care at OSS.**

Staffing:

Role	FTE equivalent	Schedule*	Description
Program/Site Manager	1	M-F 8-5	Responsible for oversight of program management and supervision of program staff. Assign staff to program tasks and assure their completion. Provide guidance as needed. Ensure that staff adhere to all funder requirements and established program policies and procedures. Coordinate with the program team on any necessary data collection and continuous quality improvement activities. Establish relationships with community partners to ensure delivery of comprehensive services.
Case Manager	2	M-F 8-5 M-F 11-8	One case manager will provide support to residents during daytime, business hours, and the second case manager will provide evening support. The goal is to

1528712.1

			ensure all clients participate in case management and have a housing and income plan. The Case Manager will conduct program intakes and exits, provide case management as needed, coordinate with participants' existing case managers and housing navigators, and connect participants to supportive services as needed. Develop a housing plan with each client. All clients should be document ready within 60 days of intake.
Housing Navigator/ resources specialist	1	T-S 10-7	Identify and pursue housing opportunities for clients based on their housing plan. Identify barriers to housing and address them. Help clients acquire paperwork and documents needed for housing. Assist clients in completing applications and attending viewings. Assist tenants in obtaining security deposit.
Custodian	1	tbd	Maintain site overall site cleanliness including tiny home exteriors, restroom and laundry facilities interiors and exteriors, and common areas. Provide facility maintenance and notify SGVRHT and City of Montebello staff of any required repairs that require outside vendors to complete.
Resident Support	10	24/7	Provide coverage of the site during evening and weekend hours. Support residents in using the facilities (facilitate meals, showers, laundry) and mediate immediate needs of participants. All staff must be trained in crisis response, de-escalation, and awareness of all emergency protocols. Provide safety checks, walk rounds to ensure facility and client safety; check clients in and out; respond to clients' needs and emergencies.
Licensed Vocational Nurse (LVN)	1	tbd	Perform wellness checks on clients. Provide emergency response. Assist with administering medication. Complete case notes for client file. Help clients as needed if they are experiencing a crisis, including substance use and mental health crises.
Licensed Clinical Social Worker	1	tbd	Support clients as needed if they are experiencing a crisis. Make mental health diagnoses.
Substance Use Disorder (SUD) Counselor	1	tbd	Utilize harm reduction techniques to provide trauma-informed care to clients. The SUD Counselor should have experience as a peer advocate.
Certified Nursing Assistance	1	tbd	Provide assistance as necessary to clients who are unable to perform their ADLs.

*Schedule may be adjusted on the mutual agreement of SGVRHT and L.A. CADA

Services:

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- Case management- The case manager will meet with each client weekly and create a housing and services plan for each client. The plan should support clients in achieving document ready status, identify income increasing opportunities, and provide additional services as needed to help clients stabilize and work towards housing and health goals.
- Housing Navigation- Housing Navigator will meet with each client as needed to secure housing and at least 2 times per month.
- Medical/SUD Support- The LVN/EMT, LCSW, and the SUD Counselor will provide physical health, mental health, and SUD treatment and referrals as necessary to support the clients on-site.
- 24/7 security- Site Operator will provide 24/7 site security in accordance with the Operations and Services Plan which will be incorporated into the resident support role.
- Daily meal service- Site Operator will provide each client with three ready to eat meals daily which are either prepared onsite or delivered to the site.

Records and Reporting:

- LA CADA will track number of unduplicated clients served per month and will include this information in a monthly report to the SGVRHT.
- LA CADA will track direct client assistance provided and transportation services provided.
- LA CADA will update all client files in HMIS and maintain any paper client files in a locked file cabinet.

Deliverables:

- 24/7 onsite staffing in accordance with Plan; 3 meals per day for 30 individuals.
- Direct client assistance and transportation monthly log
- Monthly summary memo of services rendered, intake and exits, number of unduplicated clients served and client success story

2.3 Closure of Site and Transition of Current Residents

At the end of the contract period (unless extended) or upon determination of site closure, Site Operator will work with SGVRHT, SGVCOG, and the City to provide appropriate housing and shelter for any clients onsite as detailed in the Operations and Services Plan. HMIS will be updated for each client file prior to client exit from the L.A. CADA hosted HMIS program. Site Operator will provide SGVRHT with client case files and a summary of all services provided at the site and a summary of client exits including the transfer of any clients onsite at the time of site closure.

Deliverables: Transfer for all clients onsite; transfer of case files to SGVRHT; HMIS reporting of site closure and client transfers; final report of all services provided during site operation

EXHIBIT “B”

COMPENSATION

[Behind this page.]

Exhibit B – Compensation

Compensation will be on a fixed fee basis. The total not-to-exceed compensation for all services performed under this Agreement shall be in accordance with Table 1 and shall not exceed **\$1,947,181.00**. Each month, LA CADA shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month. The monthly fixed cost for full staffing is \$124,236.64. Direct costs will be covered on a reimbursement basis. For each invoice, LACADA shall include proportionate reductions to the fixed fee staffing amount based on any staffing vacancies consistent with the monthly rates in Table 1 and submit appropriate backup documentation for payment, such as receipts and deliverables.

Table 1: Budget

	Monthly Rate	# of Months	FTE	TOTAL
<i>Staffing</i>				
Program/Site Manager	\$ 7,661.06	12.5	1	\$ 95,763.20
Case Manager	\$ 5,577.87	12	2	\$ 133,868.80
Housing Navigator	\$ 4,506.67	12	1	\$ 54,080.00
Custodian	\$ 4,506.67	12	1	\$ 54,080.00
Resident Support	\$ 4,333.33	12	10	\$ 520,000.00
LVN	\$ 6,586.67	12	1	\$ 79,040.00
Licensed Social worker	\$ 7,280.00	12	1	\$ 87,360.00
SUD Counselor	\$ 5,026.64	12	1	\$ 60,319.71
CNA	\$ 6,240.00	12	1	\$ 74,880.00
Admin/data	\$ 5,546.67	12	0.5	\$ 33,280.00
Fringe 25%				\$ 298,167.93
<i>Staffing Total</i>				\$ 1,490,839.64
<i>Direct Costs</i>				
Program supplies/client support				\$ 20,000.00
Office supplies				\$ 10,500.00
Household Supplies				\$ 18,000.00
Maintenance supplies				\$ 10,000.00
Client food costs				\$ 197,100.00
Lease vehicle				\$ 7,200.00
gas and repair				\$ 5,640.00
medical supplies				\$ 9,000.00
<i>Direct Costs Total</i>				\$ 277,440.00
Indirect Costs 12%				\$ 178,900.76

PROJECT TOTAL	\$ 1,947,180.39
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**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT**

This First Amendment to Service Provider Agreement ("First Amendment") is made and entered into as of June 26, 2023, by and between the San Gabriel Valley Regional Housing Trust, a California joint powers agency ("SGVRHT"), and Los Angeles Centers for Alcohol and Drug Abuse, a California non-profit corporation (herein referred to as the "Service Provider") with reference to the following:

A. The SGVRHT and the Service Provider entered into that certain Service Provider Agreement dated as of June 9, 2023, which is incorporated herein by this reference (the "Original Agreement"); and

B. The SGVRHT and the Service Provider desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. Revised Scope of Services. The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. Term. The Term of the Original Agreement as set forth in Section 2 therein is from **June 9, 2023**, to **June 30, 2023**. This First Amendment extends the Term up to and including **June 30, 2024**.

4. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of Sixteen Thousand One Hundred Fifty-Nine Dollars and 00/100 (\$16,159.00). Section 3 of the Original Agreement is hereby amended to provide for an increase of One Million Nine Hundred Thirty-One Thousand Twenty-Two Dollars (\$1,931,022.00) so that the total not-to-exceed compensation, as amended by this First Amendment shall not exceed One Million Nine Hundred Forty-Seven Thousand One Hundred Eighty-One Dollars (\$1,947,181.00) without the prior authorization of the SGVRHT. Exhibit "B" of the Original Agreement entitled "Compensation", is deleted in its entirety and replaced with Exhibit "B", attached hereto and incorporated herein by the reference.

5. Integration. This First Amendment and all attachments hereto (if any)

integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This First Amendment amends, as set forth herein, the Original Agreement and except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

“SERVICE PROVIDER”

LOS ANGELES CENTERS FOR
ALCOHOL AND DRUG ABUSE

*By: Juan Navarro

Printed Name: Juan Navarro

Title: CEO

*By: Juan Navarro

Printed Name: Juan Navarro

Title: CEO

“SGVRHT”

SAN GABRIEL VALLEY REGIONAL
HOUSING TRUST

By: Marisa Creter

Marisa Creter
Title: Executive Director

APPROVED AS TO FORM

David DeBerry

David DeBerry, General Counsel

***NOTE: If Service Provider is a corporation, the SGVRHT requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the SGVRHT.

EXHIBIT “A”

ADDITIONAL SCOPE OF SERVICES

[Behind this page.]

Task 2.1 Site Preparation

LA CADA will establish an HMIS program for OSS to enable client intake and recording keeping in HMIS. LA CADA will work with the City, SGVRHT, and SGVCOG to review case notes for existing participants and prepare to intake new participants for any vacant units. The site is expected to maintain 95% occupancy at all times. LA CADA will provide a staffing schedule including dedicated hours for client intake. All staff at the site must be trained in harm reduction and de-escalation techniques for crisis response and must be able provide trauma-informed care. All staff must have the experience and training necessary to be successful at low-barrier shelter with higher-acuity clients with physical and mental health needs and SUD. Staff with experience in serving as a peer advocate would be desirable. Staff must also be able to assist in facilitating evening or weekend intake. LA CADA will establish a channel for constant, real-time communication (ie. text thread, Slack, Whatsapp, or another platform). Site operation date will commence on June 30th, 2023, at 10AM. SGVRHT and City will perform an inventory of site supplies and LA CADA will procure any supplies necessary to begin operations and maintain necessary supply levels.

SGVRHT and City staff will facilitate a site walk through prior to opening.

Deliverables: Staffing schedule, establish communication channel; attend site walk through

Task 2.2 Site Operation

LA CADA will operate the site for one year, from June 30, 2023, to June 30, 2024, with the two, one-year options to extend the term if mutually agreed upon by SGVRHT and LA CADA. LA CADA will operate the site in accordance with the approved Operations, Staffing, and Services Plan and must maintain a 95% occupancy rate, commencing within 30 days of site operation and throughout the remaining contract term. LA CADA should staff the site at the service levels and staffing levels listed below. At least two LA CADA staff will be onsite at all times. **All staff assigned to OSS must have sufficient training and experience to provide trauma-informed care at OSS.**

Staffing:

Role	FTE equivalent	Schedule*	Description
Program/Site Manager	1	M-F 8-5	Responsible for oversight of program management and supervision of program staff. Assign staff to program tasks and assure their completion. Provide guidance as needed. Ensure that staff adhere to all funder requirements and established program policies and procedures. Coordinate with the program team on any necessary data collection and continuous quality improvement activities. Establish relationships with community partners to ensure delivery of comprehensive services.
Case Manager	2	M-F 8-5 M-F 11-8	One case manager will provide support to residents during daytime, business hours, and the second case manager will provide evening support. The goal is to

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			ensure all clients participate in case management and have a housing and income plan. The Case Manager will conduct program intakes and exits, provide case management as needed, coordinate with participants' existing case managers and housing navigators, and connect participants to supportive services as needed. Develop a housing plan with each client. All clients should be document ready within 60 days of intake.
Housing Navigator/ resources specialist	1	T-S 10-7	Identify and pursue housing opportunities for clients based on their housing plan. Identify barriers to housing and address them. Help clients acquire paperwork and documents needed for housing. Assist clients in completing applications and attending viewings. Assist tenants in obtaining security deposit.
Custodian	1	tbd	Maintain site overall site cleanliness including tiny home exteriors, restroom and laundry facilities interiors and exteriors, and common areas. Provide facility maintenance and notify SGVRHT and City of Montebello staff of any required repairs that require outside vendors to complete.
Resident Support	10	24/7	Provide coverage of the site during evening and weekend hours. Support residents in using the facilities (facilitate meals, showers, laundry) and mediate immediate needs of participants. All staff must be trained in crisis response, de-escalation, and awareness of all emergency protocols. Provide safety checks, walk rounds to ensure facility and client safety; check clients in and out; respond to clients' needs and emergencies.
Licensed Vocational Nurse (LVN)	1	tbd	Perform wellness checks on clients. Provide emergency response. Assist with administering medication. Complete case notes for client file. Help clients as needed if they are experiencing a crisis, including substance use and mental health crises.
Licensed Clinical Social Worker	1	tbd	Support clients as needed if they are experiencing a crisis. Make mental health diagnoses.
Substance Use Disorder (SUD) Counselor	1	tbd	Utilize harm reduction techniques to provide trauma-informed care to clients. The SUD Counselor should have experience as a peer advocate.
Certified Nursing Assistance	1	tbd	Provide assistance as necessary to clients who are unable to perform their ADLs.

*Schedule may be adjusted on the mutual agreement of SGVRHT and L.A. CADA

Services:

1528712.1

- Case management- The case manager will meet with each client weekly and create a housing and services plan for each client. The plan should support clients in achieving document ready status, identify income increasing opportunities, and provide additional services as needed to help clients stabilize and work towards housing and health goals.
- Housing Navigation- Housing Navigator will meet with each client as needed to secure housing and at least 2 times per month.
- Medical/SUD Support- The LVN/EMT, LCSW, and the SUD Counselor will provide physical health, mental health, and SUD treatment and referrals as necessary to support the clients on-site.
- 24/7 security- Site Operator will provide 24/7 site security in accordance with the Operations and Services Plan which will be incorporated into the resident support role.
- Daily meal service- Site Operator will provide each client with three ready to eat meals daily which are either prepared onsite or delivered to the site.

Records and Reporting:

- LA CADA will track number of unduplicated clients served per month and will include this information in a monthly report to the SGVRHT.
- LA CADA will track direct client assistance provided and transportation services provided.
- LA CADA will update all client files in HMIS and maintain any paper client files in a locked file cabinet.

Deliverables:

- 24/7 onsite staffing in accordance with Plan; 3 meals per day for 30 individuals.
- Direct client assistance and transportation monthly log
- Monthly summary memo of services rendered, intake and exits, number of unduplicated clients served and client success story

2.3 Closure of Site and Transition of Current Residents

At the end of the contract period (unless extended) or upon determination of site closure, Site Operator will work with SGVRHT, SGVCOG, and the City to provide appropriate housing and shelter for any clients onsite as detailed in the Operations and Services Plan. HMIS will be updated for each client file prior to client exit from the L.A. CADA hosted HMIS program. Site Operator will provide SGVRHT with client case files and a summary of all services provided at the site and a summary of client exits including the transfer of any clients onsite at the time of site closure.

Deliverables: Transfer for all clients onsite; transfer of case files to SGVRHT; HMIS reporting of site closure and client transfers; final report of all services provided during site operation

EXHIBIT “B”

COMPENSATION

[Behind this page.]

Exhibit B – Compensation

Compensation will be on a fixed fee basis. The total not-to-exceed compensation for all services performed under this Agreement shall be in accordance with Table 1 and shall not exceed **\$1,947,181.00**. Each month, LA CADA shall furnish to SGVRHT an original invoice for all work performed and expenses incurred during the preceding month. The monthly fixed cost for full staffing is \$124,236.64. Direct costs will be covered on a reimbursement basis. For each invoice, LACADA shall include proportionate reductions to the fixed fee staffing amount based on any staffing vacancies consistent with the monthly rates in Table 1 and submit appropriate backup documentation for payment, such as receipts and deliverables.

Table 1: Budget

	Monthly Rate	# of Months	FTE	TOTAL
<i>Staffing</i>				
Program/Site Manager	\$ 7,661.06	12.5	1	\$ 95,763.20
Case Manager	\$ 5,577.87	12	2	\$ 133,868.80
Housing Navigator	\$ 4,506.67	12	1	\$ 54,080.00
Custodian	\$ 4,506.67	12	1	\$ 54,080.00
Resident Support	\$ 4,333.33	12	10	\$ 520,000.00
LVN	\$ 6,586.67	12	1	\$ 79,040.00
Licensed Social worker	\$ 7,280.00	12	1	\$ 87,360.00
SUD Counselor	\$ 5,026.64	12	1	\$ 60,319.71
CNA	\$ 6,240.00	12	1	\$ 74,880.00
Admin/data	\$ 5,546.67	12	0.5	\$ 33,280.00
Fringe 25%				\$ 298,167.93
<i>Staffing Total</i>				\$ 1,490,839.64
<i>Direct Costs</i>				
Program supplies/client support				\$ 20,000.00
Office supplies				\$ 10,500.00
Household Supplies				\$ 18,000.00
Maintenance supplies				\$ 10,000.00
Client food costs				\$ 197,100.00
Lease vehicle				\$ 7,200.00
gas and repair				\$ 5,640.00
medical supplies				\$ 9,000.00
<i>Direct Costs Total</i>				\$ 277,440.00
Indirect Costs 12%				\$ 178,900.76

PROJECT TOTAL	\$ 1,947,180.39
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SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT

This Second Amendment to Consultant Services Agreement ("Second Amendment") is made and entered into as of June 17, 2024, by and between the San Gabriel Valley Council of Governments, a California joint powers agency ("SGVCOG"), and Los Angeles Center for Alcohol and Drug Abuse, a California non-profit (herein referred to as the "Consultant") with reference to the following:

A. The SGVCOG and the Consultant entered into that certain Consultant Services Agreement dated as of June 9, 2023, which is incorporated herein by this reference (the "Original Agreement"); and

B. The SGVCOG and the Consultant entered into that certain First Amendment to the Original Agreement dated as of June 26, 2023, which is incorporated herein by the reference (the "First Amendment"), which First Amendment and Original Agreement collectively are referred to as the "Agreement"; and

C. The SGVCOG and the Consultant desire to amend the Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Agreement.

2. Term. The Term of the Original Agreement as set forth in Section 2 therein is from June 9, 2023, to June 30, 2023. This First Amendment extended the Term up to and including June 30, 2024. This Second Amendment extends the Term up to and including June 30, 2025. SGVCOG's Executive Director shall have the option to extend this Agreement, up to two additional one-year terms by giving Consultant at least thirty (30) days written notice prior to the expiration of the Term or any extension thereof. Any extended term shall be subject to the same terms and conditions contained herein; provided that Consultant and SGVCOG shall negotiate any increase in Consultant's hourly rate, but in no event shall the increase exceed the lesser of 3% or the amount the Consumer Price Index ("CPI") for the Los Angeles-Anaheim-Riverside metropolitan area for the month immediately preceding the adjustment date (the "Index Month") as reported by the United States Bureau of Labor Statistics.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Original Agreement and as amended by the First Amendment was the sum of One Million Nine Hundred Forty-Seven Thousand One Hundred Eighty-One Dollars (\$1,947,181.00). This Second Amendment amends Section 3 to provide for an increase of

\$1,375,835.30 so that the total not-to-exceed compensation, as amended by this Second Amendment shall not exceed \$3,323,016.30. Exhibit "B" of the First Amendment entitled "Compensation", is deleted in its entirety and replaced with Exhibit "B", attached hereto and incorporated herein by the reference.

4. Integration. This Second Amendment and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Second Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control.

IN WITNESS hereof, the parties enter into this Second Amendment on the year and day first above written.

"CONSULTANT"

LOS ANGELES CENTERS FOR
ALCOHOL AND DRUG ABUSE

*By: Juan Navarro

Printed Name: Juan Navarro

Title: CEO

*By: Juan Navarro

Printed Name: Juan Navarro

Title: CEO

"SGVCOG"

SAN GABRIEL VALLEY COUNCIL
OF GOVERNMENTS

By: Marisa Creter

Marisa Creter
Title: Executive Director

APPROVED AS TO FORM

David DeBerry
David DeBerry, General Counsel

COMPENSATION

[Behind this page.]

EXHIBIT B-COMPENSATION

	Budget 24-25	Budget 25-26*	
Staffing			* maximum increase of 3% or CPI whichever is lower
Program Manager	\$ 91,932.72	\$ 94,690.70	
Case Manager/ Housing Navigator	\$ 133,868.88	\$137,884.95	
Custodian	\$ 54,080.04	\$ 55,702.44	
Resident Support	\$ 415,999.68	\$428,479.67	
EMT	\$ 60,698.16	\$ 62,519.10	
Administrative/data staff	\$ 33,280.02	\$ 34,278.42	
Fringe	\$ 197,464.88	\$203,388.82	
Operations			
Program supplies	\$ 30,000.00		
Transportation	\$ 14,000.00		
Food	\$ 197,100.00		
Indirect costs (12%)	\$ 147,410.93		
TOTAL	\$ 1,375,835.30		

**THIRD AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This Third Amendment to Service Provider Agreement ("Third Amendment") is made and entered into as of DATE, 2025, by and between the San Gabriel Valley Council of Governments, a California joint powers agency ("SGVCOG"), and Los Angeles Centers for Alcohol and Drug Abuse, a California non-profit corporation (herein referred to as the "Consultant") with reference to the following:

A. The SGVCOG and the Consultant entered into that certain Service Provider Agreement dated as of June 9, 2023, which is incorporated herein by this reference (the "Original Agreement"); and

B. The SGVCOG and the Consultant entered into that certain Second Amendment to the Original Agreement dated as of June 17, 2024, entered into that certain First Amendment dated as of June 26, 2023, which are incorporated herein by the reference (the "Amendments"), which First Amendment, Second Amendment, and Original Agreement collectively are referred to as the "Agreement"; and

C. The SGVCOG and the Consultant desire to amend the Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Agreement.

2. Term. The Term of the Agreement as set forth in Section 2 therein is from July 1, 2024 to June 30, 2025.. This Third Agreement extends the Term up to and including June 30, 2026.

3. Compensation. The total not-to-exceed compensation set forth in Section 3 of the Agreement is the sum of One Million Three Hundred Seventy-Five Thousand Eight Hundred Thirty-Five Dollars and Thirty Cents 00/100 (\$1,375,835.30). Section 3 of the Agreement is hereby amended to provide for an increase of \$1,405,455.03 so that the total not-to-exceed compensation, as amended by this Third Amendment shall not exceed \$1,947,181.00 without the prior authorization of SGVCOG. Exhibit "B" of the Second Agreement entitled "Compensation", is deleted in its entirety and replaced with Exhibit "B", attached hereto and incorporated herein by the reference.

4. Integration. This Third Amendment and all attachments hereto (if any)

integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Third Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Agreement, the terms and provisions of this Third Amendment shall control.

IN WITNESS hereof, the parties enter into this Third Amendment on the year and day first above written.

“CONSULTANT”

LOS ANGELES CENTERS FOR
ALCOHOL AND DRUG ABUSE

*By: _____

Printed Name: _____

Title: _____

*By: _____

Printed Name: _____

Title: _____

“SGVCOG”

SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS

By: _____

Marisa Creter

Title: Executive Director

APPROVED AS TO FORM

David DeBerry, General Counsel

EXHIBIT “B”

COMPENSATION

[Behind this page.]

EXHIBIT B – COMPENSATION

	Budget 24-25	Budget 25-26
Staffing		
Program Manager	\$91,932.72	\$94,690.00
Case Manager/Housing Navigator	\$133,868.88	\$137,884.95
Custodian	\$54,080.04	\$55,702.44
Resident Support	\$415,999.68	\$428,479.67
EMT	\$60,698.16	\$62,519.10
Administrative/Data Staff	\$33,280.02	\$34,278.42
Fringe	\$197,464.88	\$203,388.82
Operations		
Program Supplies	\$30,000.00	\$30,000.00
Transportation	\$14,000.00	\$14,000.00
Food	\$197,100.00	\$197,100.00
Indirect Costs (12%)	\$147,410.93	\$147,410.93
TOTAL	\$1,375,835.31	\$1,405,454.33



ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3996 WITH COASTAL OCCUPATIONAL MEDICAL GROUP (DBA AKESO OCCUPATIONAL HEALTH) FOR PRE-EMPLOYMENT, DRUG AND ALCOHOL TESTING, RETURN-TO-WORK EVALUATIONS, AND WORKERS' COMPENSATION SERVICES

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 3996 with Coastal Occupational Medical Group (DBA Akeso Occupational Health); and
2. Authorize the City Manager to execute the amendment, extending the term of the agreement to June 30, 2026; and,
3. Increase the total not-to-exceed amount of the Agreement by \$50,000 (to \$75,000) for one additional year (Fiscal Year 2025-26); and
4. Increase the not-to-exceed amount by \$47,000 for Fiscal Year 2024-25 to process existing invoices for current services; and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City relies on Coastal Occupational Medical Group for pre-employment, drug and alcohol testing, return-to-work evaluations, and workers' compensation services. Due to a significant increase in hiring and required medical renewals, the not-to-exceed amount of the agreement was expended sooner than anticipated, for years one through three, which was \$25,000 annually. To cover outstanding invoices and anticipated continued service needs for the remainder of the agreement term (June 30, 2025), the Human Resources Department is requesting to increase the not-to-exceed amount by an

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 3

additional \$47,000. The adopted Fiscal Year 2024-25 operating budget has the necessary funds for these expenses. Therefore, no budget amendment is needed as part of the recommended action.

Funding for this agreement will be included in the proposed Fiscal Year 2025–26 budget. Funds for the agreement will be budgeted and available in the Human Resources and Transportation Departments' operating budgets (Account Nos. 100-25-250-6010.40 and 600-90-900-6040.10) for FY 2025-26. Therefore, an additional \$50,000 is being requested for FY 2025-26, which will increase the not-exceed amount to \$75,000.

BACKGROUND/DISCUSSION:

On August 10, 2022, the City of Montebello entered into Professional Services Agreement No. 3996 with Coastal Occupational Medical Group (DBA Akeso Occupational Health) to provide essential occupational health services. The scope of services under this agreement includes:

- Pre-employment physical examinations to ensure that prospective employees are physically capable of performing essential job functions. They specialize in safety pre-employment physical examinations for the EKG stress test for safety personnel only.
- Drug and alcohol screening services to support a safe and drug-free workplace in compliance with the Department of Transportation (DOT) and other regulatory standards.
- Return-to-work evaluations to assess whether employees are medically fit to resume their duties after illness or injury.
- Medical assessments and documentation support for workers' compensation cases, helping the City manage claims efficiently and mitigate liability.

These services directly support risk management, compliance, and personnel decisions across all departments and are a key component of the City's occupational safety and employee wellness programs. These services also support the City's efforts to maintain a safe, drug-free, and regulatory-compliant workforce.

Coastal Occupational Medical Group (DBA Akeso Occupational Health) has consistently provided timely, professional, and specialized medical services that meet the City's operational needs. Their expertise in occupational health helps ensure that the City complies with applicable local, state, and federal regulations, minimizes workplace health risks, and reduces workers' compensation claim exposure.

The current agreement is set to expire on June 30, 2025. Staff recommends approving Amendment No. 1 to extend the term of the agreement through June 30, 2026. This one-year extension ensures continued access to essential occupational health services that are integral to hiring, workplace safety, compliance, and risk management practices across all City departments. The recommended action would also increase the not-to-exceed amount by \$50,000 (to \$75,000) for Fiscal Year 2025-26, as well as increase the FY 2024-25 not-to-exceed amount by \$47,000 to process invoices for current services

which exceeded the initial estimate needed.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Statt recommended approving Amendment No. 1 to Agreement No. 3996 to extend the term through June 30, 2026; increase the FY 2025-26 not-to-exceed amount by \$50,000 (to \$75,000); and increase the FY 2024-25 not-to-exceed amount by \$47,000 to process existing invoices for current services.

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agr No. 3996
2. Attachment B - Agreement No. 3996

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3996
WITH COASTAL OCCUPATIONAL MEDICAL GROUP (DBA AKESO
OCCUPATIONAL HEALTH)**

This Amendment No. 1 to the Professional Services Agreement No. 3996 ("Amendment No. 1"), is made and entered into this 11th day of June 2025, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "CITY") and COASTAL OCCUPATIONAL MEDICAL GROUP DBA AKESO OCCUPATIONAL HEALTH (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 to retain a qualified professional pre-employment and employee physicals and employee health services as needed for the CITY, dated August 10, 2022 ("Agreement"); and

WHEREAS, the CITY awarded the Agreement to CONSULTANT based on their education, experience, expertise, and training; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties desire to exercise the first of the provided two (2), one (1) year term extensions set forth in Section 3 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. 1; and

WHEREAS, the Parties desire to increase the not-to-exceed amount of the first year extension of the Agreement; 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. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

AMENDMENT NO. 1 TO AGREEMENT NO. 3996

Page 2 of 3

SECTION 2. AMENDMENT TO COMPENSATION. Through this Amendment No. 1, the Parties agree to increase the annual not-to-exceed amount for the first one (1) year extension from Twenty Thousand Dollars (\$20,000) to Seventy-Five Thousand Dollars (\$75,000) for the Professional Services set in the Agreement.

SECTION 3. RATE SCHEDULE. The Agreement shall be amended to include the updated rate schedules attached as Exhibit "A" to this Amendment No. 1.

SECTION 4. EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of the Agreement from June 30, 2025, to June 30, 2026; unless terminated earlier in accordance with its terms. The Parties acknowledge that the first of the two, one year extension terms is now in effect.

SECTION 5. INCORPORATION OF REMAINING TERMS. 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. 3996

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

(the "CITY")

CITY OF MONTEBELLO

(the "CONSULTANT")

**COASTAL OCCUPATIONAL
MEDICAL GROUP DBA AKESO
OCCUPATIONAL HEALTH**

Raul Alvarez, City Manager

Daniel Pancak, Chief Financial Officer

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

Exhibit A – Price Proposal



May 5, 2025

CITY OF MONTEBELLO
AMANDA JARAMILLO
1600 WEST BEVERLY BLVD
MONTEBELLO CA 90640

Ajaramillo@montebellocity.gov

Subject: Important Notice- Upcoming Rate Adjustment for Occupational Health Services

Dear Valued Employer:

We are writing to inform you of an upcoming rate adjustment for our occupational health services effective July 1, 2025. This adjustment is essential to maintain the high-standard of care we provide for your employees while addressing the increasing operational costs.

The updated rates will apply to occupational health services, including but not limited to physical examinations and drug screening. In some cases, previous rates were below our cost of service, necessitating this adjustment to better align our pricing with the true cost of care.

We recognize that this change may affect your budgeting, and we appreciate your understanding. Our partnership with your company is highly valued and we remain committed to delivering exceptional occupational health care to your employees.

Please find your newly adjusted rates detailed below.

Description:	Previous Rate	New Rate
Audiogram	\$25.00	\$35.00
Chest x-ray 1 view	\$25.00	\$40.00
Comp, metabolic, CBC w/diff	\$35.00	\$40.00
10 Panel Rapid Drug Screen	\$35.00	\$45.00
Non-DOT Drug Screen	\$35.00	\$50.00
EKG	\$55.00	\$60.00
Eye Exam	\$20.00	\$45.00
Lipid	\$40.00	\$45.00
Lumbosacral x-ray 2 or 3 view	\$30.00	\$60.00
DOT Physical	\$70.00	\$80.00
Post Offer Physical	\$45.00	\$60.00
Pulmonary Function Test	\$30.00	\$50.00
Stress Test- Treadmill	\$185.00	\$225.00
TB Test	\$25.00	\$30.00

North Clinic

562.949.9328 P

562.949.4588 F

11817 E. Telegraph Rd.
Santa Fe Springs, CA 90670

South Clinic

562.926.3440 P

562.926.0678 F

13440 E. Imperial Highway
Santa Fe Springs, CA 90670



If you have any questions, please do not hesitate to contact us below.

Warm Regards,

Alexander Saulus
Director of Operations
Akeso Occupational Health
Alex.saulus@akesomedical.com
562-565-6683

North Clinic

562. 949. 9328 **P**
562. 949. 4588 **F**

11817 E. Telegraph Rd.
Santa Fe Springs, CA 90670

South Clinic

562. 926. 3440 **P**
562. 926. 0678 **F**

13440 E. Imperial Highway
Santa Fe Springs, CA 90670

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3996
WITH COASTAL OCCUPATIONAL MEDICAL GROUP DBA AKESO
OCCUPATIONAL HEALTH**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **August 10, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and COASTAL OCCUPATIONAL MEDICAL GROUP DBA AKESO OCCUPATIONAL HEALTH (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 pre-employment and employee physicals and employee health services as needed 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. Proposal referenced and Best Final Offer received by the successful proposer.
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 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.

PROFESSIONAL SERVICES AGREEMENT NO. 3996

Page 2 of 12

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide pre-employment and employee physicals and employee health services as set forth fully in the 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 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 on June 30, 2025 from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one (1), one-year extension options upon such terms and conditions mutually agreed upon by the Parties in writing.

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

SECTION 4. PERFORMANCE.

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

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3996

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the 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

PROFESSIONAL SERVICES AGREEMENT NO. 3996

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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 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

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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.

PROFESSIONAL SERVICES AGREEMENT NO. 3996

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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.

PROFESSIONAL SERVICES AGREEMENT NO. 3996

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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.

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.

PROFESSIONAL SERVICES AGREEMENT NO. 3996

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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 – Human Resources
Attn: Nicolas Razo, Director – Human Resources
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: nrazo@cityofmontebello.com

If to Consultant: Coastal Occupational Medical Group
DBA: Akeso Occupational Health
Attn: Daniel Pencak, Chief Financial Officer
11817 East Telegraph Road
Santa Fe Springs, CA 90670
(562) 565 - 6683
Email: daniel.p@akesomedical.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. 3996

Page 12 of 12

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

**Coastal Occupational Medical
Group DBA Akeso Occupational
Health**



René Bobadilla, City Manager



Daniel Pancak, Chief Financial Officer

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Price Proposal
- Exhibit B – Schedule of Compensation

Agr. 3996 w/ City of Montebello

Final Audit Report

2022-07-28

Created:	2022-07-28
By:	Micah Herd (MHerd@cityofmontebello.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMaK3s6xVicMSOa094tIFyoS6uKYzeF6V

"Agr. 3996 w/ City of Montebello" History



Document created by Micah Herd (MHerd@cityofmontebello.com)
2022-07-28 - 6:20:06 PM GMT



Document emailed to Daniel Pencak (daniel.p@akesomedical.com) for signature
2022-07-28 - 6:20:48 PM GMT



Email viewed by Daniel Pencak (daniel.p@akesomedical.com)
2022-07-28 - 6:22:23 PM GMT



Document e-signed by Daniel Pencak (daniel.p@akesomedical.com)
Signature Date: 2022-07-28 - 6:22:42 PM GMT - Time Source: server



Agreement completed.
2022-07-28 - 6:22:42 PM GMT



Adobe Acrobat Sign

EXHIBIT "A"
Price Proposal



Akeso
Occupational Health

11817 E Telegraph Rd.
Santa Fe Springs CA 90670
Phone: (562) 949-9328
Fax: (562) 949-4588

Client Service Agreement

Date : 05/05/22

Created Date:

Last ModifiedDate: 03/12/21

Please assist us in providing you with excellent service by updating any changes in your contact or billing information. The Encounter Protocols below list the preventive services that we are currently providing for you. Please contact us with any changes or questions. Payment is required upon receipt of invoice. For questions about your billing statement please call our Billing Department at (562) 926-5099.

Employer Name CITY OF MONTEBELLO (1451)

Employer Address 1600 WEST BEVERLY BLVD.

City MONTEBELLO

Zip 90640

State CA

Phone (323) 887-1200

Business Type

Email

SIC Code

No. of Employees 0

Work Status Hand Carry

Contacts

Name	Phone	Ext.	Fax	E-mail
Others				
LIZ ORTEGA	(323) 887-1200	386		lortega@cityofmontebello.com
ADRIANNA KENDRICKS	(323) 558-1625	201		AKendricks@cityofmontebello.com
Physical				
ELVA PHAM	(323) 887-1385			epham@cityofmontebello.com
Workers Comp				
GINA SKIBAR	(323) 970-5695	CELL	(562)	gskibar@cityofmontebello.com

General Notes

From: Pham, Elva <EPham@cityofmontebello.com>
Sent: Tuesday, January 19, 2021 8:19 AM
To: Lucy Flores

*Subject: RE: Unpaid Open invoices for City of Montebello

*Going forward, please email all invoices to Kathleen Camacho kcamacho@cityofmontebello.com

Injury Instructions

Individuals authorizing treatment CONTACTS

Make Status calls on 1ST VISIT, CHANGE IN STATUS, D/C

After hours call Gina Skibar

Modified Duty Available

P.T. Referral SOUTH

Ortho Referral NORTH

On Stat referral call Gina Skibar

Send Work status to Gina Skibar

Send work status via Email

Call or fax on no show

Bill company on all first aids

Self-insured

Instructions COMPANY WANTS TO BE AGGRESSIVE ORDERING MRI ON INITIAL VISIT FOR FIREFIGHTERS AND POLICE.PR

Instructions PLEASE HAVE THIS DISCUSSION ON 1ST INJURY STATUS CALL.

Insurance Carrier for Injury Treatment

Please assist us in providing you with excellent service by updating any changes in your contact or billing information. The Encounter Protocols below list the preventive services that we are currently providing for you. Please contact us with any changes or questions. Payment is required upon receipt of invoice. For questions about your billing statement please call our Billing Department at (562) 926-5099.

Employer Name CITY OF MONTEBELLO (1451)
Insurance Code 6950
Insurance Name TRI-STAR
 PO BOX 2805
 CLINTON IA 52733

Phone: (888) 558-7478
Policy No.

Fax:
Policy. Date:

Exp. Date:

Contract Physical Information

3rd Party Admin: ESCREEN
 PO BOX 25902
 OVERLAND PARK KS 66225

Physical Instructions

Contacts for physical Elva Pham
 Contacts for drug screens Elva Pham
 Individual to sign authorization Contacts
 Call Resuts to CALL & EMAIL RESULTS
 Call the following individual on postives Elva Pham
 Bill Physical to COMPANY
 Bill Drug Screen to COMPANY
 Instructions Email Physical results to Elva Pham at epham@cityofmontebello.com
 Instructions DEPT OF TRANSPORTATION/ESCREEN TESTS
 Instructions ADRIANNA KENDRICKS 323-558-1625 EXT. 201
 Instructions PASSCODE FOR RESULTS AQ5492

Contract Physical Protocols:

Exam Code	BAT	Type Code	PDS1
1972	BREATH ALCOHOL TEST		\$35.00
	Total:		\$35.00

Exam Code	DOT PHYS	Type Code	PED1
1204	PHYSICAL - DOT		\$70.00
	Total:		\$70.00

Exam Code	ESCREEN	Type Code	PDS3
1829	COLLECTION - DOT		\$19.00
	Total:		\$19.00

PT WILL COME IN W/2 FORMS FROM CITY OF MONTEBELLO DEPT OF TRANS. EMAIL BOTH FORMS TO AKENDRICKS@CITYOFMONTEBELLO.COM

*** PT MUST HAND CARRY DRUG&ALCOHOL TESTING FORM WITH THE TIME THEY ARRIVED AND EMPLOYER COPY OF ESCREEN CHAIN- ALSO MAKE SURE PATIENT HAND CARRIES EMPLOYEE NOTIFICATION OF SCHEDULED DRUG TEST- MAKE COPY FOR US
 EMAIL THE COPY OF DRUG &ALCOHOL TESTING FORM TO ADRIANNA KENDRICKS
 BILL ESCREEN
 PASSCODE FOR RESULTS AQ5492

Exam Code	FIT FOR DUTY	Type Code	PE20
1216	PHYSICAL-FIT FOR DUTY		\$50.00
	Total:		\$50.00

Exam Code	PHYSICAL #1	Type Code	PE1
1205	PHYSICAL - POST OFFER		\$45.00
1676	DRUG SCREEN INSTANT-10 PANEL		\$35.00

Please assist us in providing you with excellent service by updating any changes in your contact or billing information. The Encounter Protocols below list the preventive services that we are currently providing for you. Please contact us with any changes or questions. Payment is required upon receipt of invoice. For questions about your billing statement please call our Billing Department at (562) 926-5099.

Employer Name CITY OF MONTEBELLO (1451)

Total: \$80.00

Exam Code	PHYSICAL #2	Type Code	PE1
1205	PHYSICAL - POST OFFER		\$45.00
1688	DRUG SCREEN-NON DOT		\$35.00
2026	BACK EVALUATION		\$30.00
Total:			\$110.00

MUST BE ABLE TO LIFT 50LBS

Exam Code	PHYSICAL #3F	Type Code	PED1
1204	PHYSICAL - DOT		\$70.00
2001	Audiogram		\$25.00
20031	Pulmonary Function test		\$30.00
17091	Chest X-ray 1 View		\$25.00
20021	EKG Complete		\$55.00
1688	DRUG SCREEN-NON DOT		\$35.00
1695	COMP. METABOLIC, CBC W/DIFF,UA MICRO		\$35.00
16451	Lipid Panel		\$40.00
00001	EYE EXAM		\$20.00
2005	STRESS TEST - TREADMILL		\$185.00
17281	Lumbosacral limited 2 or 3 views		\$30.00
Total:			\$550.00

10 PANEL SEND OUT
SNELLEN

Exam Code	PHYSICAL #3P	Type Code	PE1
1695	COMP. METABOLIC, CBC W/DIFF,UA MICRO		\$35.00
1205	PHYSICAL - POST OFFER		\$45.00
2001	Audiogram		\$25.00
1688	DRUG SCREEN-NON DOT		\$35.00
17091	Chest X-ray 1 View		\$25.00
2005	STRESS TEST - TREADMILL		\$185.00
16451	Lipid Panel		\$40.00
20021	EKG Complete		\$55.00
00001	EYE EXAM		\$20.00
Total:			\$465.00

10 PANEL SEND OUT
SNELLEN

MUST USE POST HISTORY & PHYS FORM
PT WILL BRING APPENDIX C HISTORY FORM

Exam Code	PHYSICAL #4	Type Code	PED1
1204	PHYSICAL - DOT		\$70.00
17281	Lumbosacral limited 2 or 3 views		\$30.00
00001	EYE EXAM		\$20.00
1829	COLLECTION - DOT		\$19.00
Total:			\$139.00

SNELLEN

ESCREEN COLLECTIONS

Exam Code	PHYSICAL #4F	Type Code	PED1
00001	EYE EXAM		\$20.00
1204	PHYSICAL - DOT		\$70.00
Total:			\$90.00

SNELLEN

Exam Code	PHYSICAL #5	Type Code	PED1
1204	PHYSICAL - DOT		\$70.00
Total:			\$70.00

EXHIBIT "B"

Schedule of Compensation

Year 1 - \$20,000

Year 2 - \$20,000

Year 3 - \$20,000

Year 4 - \$20,000 (Optional)

Year 5 - \$20,000 (Optional)

Contingency – The City Manager has the option to add up \$5,000 annually, if needed.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656	CONTACT NAME: Sam Forrest PHONE (A/C, No, Ext): 949-425-7311 FAX (A/C, No): E-MAIL ADDRESS: rushoccerts@MarshMMA.com INSURER(S) AFFORDING COVERAGE INSURER A : Columbia Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Kain Akeso Medical Holdings, LLC 7700 Irvine Center Drive, Suite 870 Irvine, CA 92618	NAIC # 31127

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made			HMA7014680578 Retroactive Date	03/01/2022 Various	03/01/2023	\$1,000,000 Each Claim \$3,000,000 Agg Limit \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage

CERTIFICATE HOLDER

CANCELLATION

City of Montebello 1600 West Beverly Boulevard Montebello, CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656		CONTACT NAME: Teresa Darlene Corder PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: OCCerts@MarshMMA.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Continental Casualty Company	
		INSURER B : Hartford Accident and Indemnity Company	
		INSURER C : Employers Preferred Insurance Company	
		INSURER D : Transportation Insurance Company	
		INSURER E :	
		INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			7013598464	06/01/2022	06/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BUA7018734715	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$10,000			7013598478	06/01/2022	06/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WECAP6RHA EIG478049000	02/19/2022 07/02/2022	02/19/2023 07/02/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Blkt BPP/BI Special/RC			7013598464	06/01/2022	06/01/2023	BPP \$1,649,326 Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Montebello, its officers, employees, agents and volunteers are included as Additional Insured with respects to General Liability per the attached endorsement. Insurance is Primary & Non-Contributory per the attached endorsement. Waiver of Subrogation applies per the attached endorsement.

CERTIFICATE HOLDER

CANCELLATION

City of Montebello
 1600 West Beverly Boulevard
 Montebello, CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Darlene Corder

SCHEDULE OF NAMED INSUREDS

NAMED INSURED AND MAILING ADDRESS

KAIN AKESO MEDICAL HOLDINGS, LLC
7700 Irvine Center Dr Suite 870
Irvine, CA 92618

SCHEDULE OF NAMED INSUREDS

Coastal Occupational Medical Group dba Akeso Occupational Health
Cheshire Medical Corporation DBA ProCare Work Center Injury



**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

<u>TABLE OF CONTENTS</u>
<u>I. Blanket Additional Insured Provisions</u>
<u>A. Additional Insured – Blanket Vendors</u>
<u>B. Miscellaneous Additional Insureds</u>
<u>C. Additional Provisions Pertinent to Additional Insured Coverage</u>
<u>1. Primary – Noncontributory provision</u>
<u>2. Definition of "written contract."</u>
<u>II. Liability Extension Coverages</u>
<u>A. Bodily Injury – Expanded Definition</u>
<u>B. Broad Knowledge of Occurrence</u>
<u>C. Estates, Legal Representatives and Spouses</u>
<u>D. Legal Liability – Damage to Premises</u>
<u>E. Personal and Advertising Injury – Discrimination or Humiliation</u>
<u>F. Personal and Advertising Injury – Broadened Eviction</u>
<u>G. Waiver of Subrogation - Blanket</u>

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;



- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract.";
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

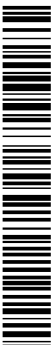
A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or



(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

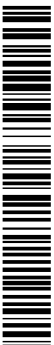
D. Legal Liability – Damage To Premises

- 1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

- 1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of



such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or

- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:
- (15) Discrimination Relating to Room, Dwelling or Premises**
- Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
- (16) Employment Related Discrimination**
- Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
- (17) Fines or Penalties**
- Fines or penalties levied or imposed by a governmental entity because of discrimination.
3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

F. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

G. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Ramon Figueroa, Director of Human Resources

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4309 WITH LIEBERT CASSIDY WHITMORE (LCW) FOR CITYWIDE LEGAL SERVICES**

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Award Professional Services Agreement No. 4309 with Liebert Cassidy Whitmore (LCW) to provide legal services in labor and employment matters for an initial three (3) year term in an amount not-to exceed \$150,000; and
2. Authorize the City Manager to execute the agreement; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City utilizes Liebert Cassidy Whitmore (LCW) for legal services in labor and employment matters, including representation, investigations, and staff training. LCW has consistently supported the City in key areas such as Civil Service Commission hearings and ethics training. Therefore, under the authority of Montebello Municipal Code Chapter 3.21.025(C) Conformance with Bidding Procedures, the City is seeking to award a contract for legal services related to labor and employment matters.

The City has utilized LCW for employment-related legal assistance for several years, and they have proven their ability to provide excellent legal representation, training and advice on a host of matters. Therefore, per MMC Chapter 3.21.025(C), it would be "...uneconomical in [this] instance to follow the [required bidding] procedures" detailed in Chapter 3.21 et al.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

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The total not-to-exceed amount of the agreement over the three-year term would be \$150,000. The proposed operating budget for Fiscal Year 2025-26 will include the necessary funds for these services in the Human Resources Department.

BACKGROUND/DISCUSSION:

The City of Montebello has maintained a long-standing and productive relationship with the law firm LCW, a recognized leader in public sector labor and employment law. LCW serves as a key resource for the City, providing expert legal representation, conducting personnel investigations, and delivering specialized training programs. In recent years, LCW attorneys have represented the City in Civil Service Commission appeal hearings, conducted comprehensive in-person Ethics in Public Employment training sessions for City staff, and carried out various employment-related investigations. Additionally, the City actively participates in the LCW Gateway Consortium, which offers monthly training sessions on a wide range of public sector employment issues.

Therefore, it is recommended to award the initial three (3) year term agreement to LCW (Attachment A) under the authority of Chapter 3.21.025(C) of the municipal code. This agreement will ensure continued access to LCW's specialized legal services and training.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize the City Manager to execute Professional Service Agreement No. 4309 (Attachment A) with LCW in an amount not-to-exceed amount of One Hundred and Fifty Thousand Dollars (\$150,000) over the initial three-year term for the provision of legal services for labor and employment matters, utilizing Chapter 3.21.025(C) Conformance with Bidding Procedures 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.

ATTACHMENT(S)

1. Attachment A – Agreement No. 4309 – Liebert Cassidy Whitmore

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4309
WITH LIEBERT CASSIDY WHITMORE**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on June 11, 2025 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and LIEBERT CASSIDY WHITMORE (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 legal consulting services including, but not limited to, training, workforce management, maintaining employee/labor relations, and City Council investigation matters to the CITY; and

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

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

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

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Contract

Documents are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern. However, any conflict between the Cooperative Purchasing Agency's Contract and this Agreement, the more favorable term to the City shall control.

b. The CONSULTANT shall 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").

SECTION 3. TERM.

a. This Agreement shall commence upon the Effective Date of this Agreement and shall expire on **June 30, 2028**, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year (1) extensions 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.

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

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

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONSULTANT.

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

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$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
1600 West Beverly Boulevard
Montebello, CA 90640
Email: coi@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 Principal Risk Officer 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 W. Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: ralvarez@montebellocal.gov
With copy to:	City of Montebello – Human Resources Attn: Ramon Figueroa, Director of Human Resources 1600 W. Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: rfigueroa@montebellocal.gov
To Consultant:	Liebert Cassidy Whitmore Attn: Marc A. Zavala 6033 West Century Boulevard, 5 th Floor Los Angeles, CA 90045 (310) 981-2000 Email: mzavala@lcwlegal.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

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

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

LIEBERT CASSIDY WHITMORE

Raul Alvarez, City Manager

J. Scott Tiedemann, Co-Managing
Partner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Fee Schedule

EXHIBIT "A"
LIEBERT CASSIDY WHITMORE

FEE SCHEDULE BLENDED RATES
Effective Date 7/1/25

	2025	2026	2027
Partners/Senior Counsel/Associates	\$390	\$400	\$410
Labor Relations	\$290	\$300	\$310
Paralegals	\$150	\$150	\$150
E-Discovery Specialists	\$175	\$175	\$175
Law Clerks	\$150- \$185	\$150-\$185	\$150-\$185



ITEM # 16

**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 AGREEMENT NO. 4085 WITH
BLACK AND WHITE EMERGENCY VEHICLES, LLC FOR CITY
VEHICLE UPFITTING SERVICES**

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4085 with Black and White Emergency Vehicles, LLC for a two-year extension to provide vehicle unfitting services through June 30, 2027; and,
2. Confirm the not-to-exceed amount of \$200,000 annually, for Fiscal Years 2025-26 and 2026-27 with the option for the City Manager to authorize an increase of up to \$50,000 annually if needed; and,
3. Authorize the City Manager to execute the amendment; and,
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City has an existing professional services agreement with Black and White Emergency Vehicles, LLC (Agreement No. 4085) to provide City vehicle unfitting services for vehicles in the City's fleet. The recommended actions would extend the term of the agreement through June 30, 2027, as allowed in Section 3 of the agreement (Attachment B). In addition, the recommended actions would confirm the annual not-to-exceed amounts of \$200,000, for each of Fiscal Years 2025-26 and 2026-27. The FY 2025-26 proposed budget will include sufficient funding for the services provided by Black and White Emergency Vehicles, LLC.

BACKGROUND/DISCUSSION:

The City of Montebello executed Professional Services Agreement No. 4085 on April 10, 2023, with Black and White Emergency Vehicles, LLC. for City vehicle unfitting services. The original agreement (Attachment B) allows for up to two (2), one (1), one-year extensions.

The Montebello Police Department is satisfied with the City vehicle upfitting services provided by Black and White Emergency Vehicles, LLC. Black and White Emergency Vehicles, LLC has been responsive to any questions or concerns posed by Department personnel. Therefore, staff recommend approval of Amendment No. 1 (Attachment A), which will extend the term of the agreement through June 30, 2027. The not-to-exceed amounts for Fiscal Years 2025-26 and 2026-27 are also confirmed at \$200,000 annually, as originally stated in Agreement No. 4085 (Attachment B). Furthermore, the City Manager may increase the not-to-exceed amount by up to \$50,000 annually, as needed.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The recommended actions will approve Amendment No. 1 (Attachment A) to Professional Services Agreement No. 4085 with Black and White Emergency Vehicles, LLC, for a two-year term extension to provide City vehicle unfitting services through June 30, 2027.

ATTACHMENT(S)

1. Attachment A - Amendment No 1 to Agr. No. 4085
2. Attachment B- Agr No. 4085 - Black and White

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4085
WITH BLACK AND WHITE EMERGENCY VEHICLES, LLC**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into on May 14th, 2025, by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Black and White Emergency Vehicles, LLC (hereinafter referred to as the "Contractor"). 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 professional City vehicle upfitting services by and between the City of Montebello and Black and White Emergency Vehicles, LLC, dated April 10, 2023 ("Agreement"), pursuant to which City retained Consultant to provide actuarial valuation 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. Staff is exercising Section 3, Term of Professional Services Agreement No. 4085, to extend the agreement for two (2) additional years (sunsetting on June 30, 2027), with Black and White Emergency Vehicles, LLC. for City vehicle upfitting services.

WHEREAS, the parties each being mutually satisfied with the others performance there of, hereby desire to amend the agreement to extend services for an amount of time that allows for the completion of vehicle upfitting for City vehicles on the conditions set forth in the Agreement and as provided herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. EXTENSION OF TERM. Through this Amendment NO. 1, the Parties hereto agree to extend the term of the Agreement from June 30th, 2025 to June 30th, 2027; unless such time frame is further extended in writing by the subsequent amendment and executed by both Parties.

AMENDMENT NO. 1 TO AGREEMENT NO. 4085

Page 2 of 3

SECTION 3. TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of the Agreement from June 30, 2025, to June 30, 2027. Exhibit "A" contains the original term of the Agreement.

The original termination/expiration date of the Agreement, as set on June 30, 2025 is hereby extended, and the Agreement will now terminate on June 30, 2027. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of public safety to the community through upfitting of City own vehicles.

Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 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]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

(“CITY”)
CITY OF MONTEBELLO

(“CONSULTANT”)
BLACK AND WHITE EMERGENCY VEHICLES, LLC

Raul Alvarez, City Manager

John Patino, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4085
WITH BLACK AND WHITE EMERGENCY VEHICLES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **April 10, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and BLACK AND WHITE EMERGENCY VEHICLES, LLC (the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional **to upfit City vehicles** as needed; and

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

WHEREAS, on or about March 17, 2020, CONTRACTOR was awarded a vehicle upfitting equipment, supplies, and services contract with the City of Arcadia; and

WHEREAS, CONTRACTOR has agreed to provide CITY to purchase similar equipment, supplies, and services using the same pricing.

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 Best Final Offer received by the successful proposer.
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.

PROFESSIONAL SERVICES AGREEMENT NO. 4085

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SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the 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 CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide **equipment, supplies, and services for vehicle upfitting** as set forth fully in the Proposal, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire on **June 30, 2025**, from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to **two (2), one (1), one-year extension options** 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 CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

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

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

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

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

SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONTRACTOR which cannot be corrected within ten (10) days, said contract shall

PROFESSIONAL SERVICES AGREEMENT NO. 4085

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at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

compensation to the CONTRACTOR, the CONTRACTOR's employees or the contractor's subcontractors for injury or sickness arising out of performing services hereunder.

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

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

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

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

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

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

SECTION 13. LEGAL RESPONSIBILITIES.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4085

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equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.
- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

d. The policy or policies required by this Agreement shall be issued by an

PROFESSIONAL SERVICES AGREEMENT NO. 4085

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insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

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

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

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebello.com

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4085

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

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

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

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

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

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

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

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

SECTION 22. NOTICE.

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

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@montebelloca.gov

With a copy to: City of Montebello – Department of Finance
Attn: Michael Solorza, Director of Finance
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: msolorza@montebelloca.gov

If to CONTRACTOR: Black and White Emergency Vehicles, LLC
Attn: John Patino, President
590 South Vincent Avenue
Azusa, CA 91702
Email: jp@blackandwhiteev.com

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

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4085

Page 12 of 12.

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

("CITY")

("CONTRACTOR")

CITY OF MONTEBELLO

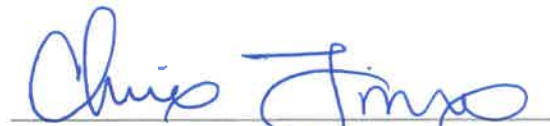
**BLACK AND WHITE EMERGENCY
VEHICLES, LLC**


René Bobadilla, City Manager


John Patino (Mar 22, 2023 09:12 PDT)

John Patino, President

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to City of Azusa Quotation Request/Price Proposal
- Exhibit B – Schedule of Compensation

Black & White/Montebello Agreement

Final Audit Report

2023-03-22

Created:	2023-03-13
By:	Micah Herd (MHerd@cityofmontebello.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4NHlrQBKe0NZ270nZIDEuvn2Do3zb0KI

"Black & White/Montebello Agreement" History

-  Document created by Micah Herd (MHerd@cityofmontebello.com)
2023-03-13 - 11:46:50 PM GMT
-  Document emailed to jp@blackandwhiteev.com for signature
2023-03-13 - 11:50:13 PM GMT
-  Email viewed by jp@blackandwhiteev.com
2023-03-22 - 4:11:05 PM GMT
-  Signer jp@blackandwhiteev.com entered name at signing as John Patino
2023-03-22 - 4:12:29 PM GMT
-  Document e-signed by John Patino (jp@blackandwhiteev.com)
Signature Date: 2023-03-22 - 4:12:31 PM GMT - Time Source: server
-  Agreement completed.
2023-03-22 - 4:12:31 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

EXHIBIT "A"

Response to City of Azusa Quotation Request/Price Proposal



NOTICE INVITING BIDS

PWS – VEHICLE UPFITTING AND EQUIPMENT 2020

NOTICE IS HEREBY GIVEN that the City of Arcadia is accepting bids for vehicle upfitting supplies and services for City fleet vehicles. Bids shall be submitted in a sealed envelope and identified as Bid for "PWS-VEHICLE UPFITTING AND EQUIPMENT 2020" and shall be sent to:

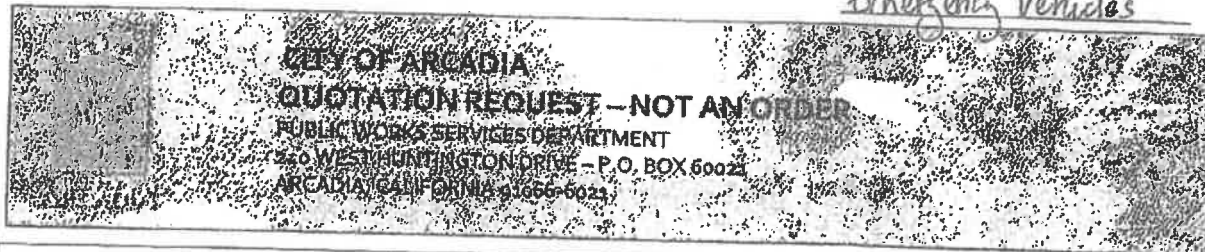
**City of Arcadia
Office of the City Clerk
240 W. Huntington Drive
Arcadia, CA 91007**

Bids are due no later than 11:00 a.m. on Tuesday, February 25, 2020 at which time said bids shall be publicly opened.

Copies of the bid may be obtained in the Public Works Services Department of the City of Arcadia, 11800 Goldring Road, Arcadia, CA 91006. Said specifications and bid forms are hereby referred to and incorporated herein and made a part by reference and all quotations must comply therewith.

The City of Arcadia reserves the right to accept in whole or part or reject any and all proposals and to waive any informalities in the bid process, and all bids are binding for a period of sixty (60) days after the bid opening and may be retained by the City for examination and comparison, as specified in the quotation request documents.

Bidder: *Black and White
Emergency Vehicles*



CONSIDERATION CANNOT BE GIVEN TO
 QUOTATIONS RECEIVED AFTER
11:00 AM FEBRUARY 25, 2020

FOR FURTHER
 DETAILS CALL:
 (626) 254-2710

**PWS-VEHICLE UPFITTING AND
 EQUIPMENT 2020**

ITEM	QUANTITY	DESCRIPTION: When bidding on an "or equal" or on goods other than those specified, Bidder must give complete description.	UNIT PRICE	UNIT	AMOUNT
		Purchase Agreement for the purchase and installation of vehicle lighting & related upfitting accessories for one (1) year in accordance with all terms and conditions and in conformance with the bidder's proposal sheet submitted for PWS-VEHICLE UPFITTING AND EQUIPMENT 2020. Please see attached specifications for detailed unit requirements. Bidder's to complete and return as your bid, the attached Bid Forms no later than 11:00 a.m. Tuesday, February 25, 2020. Failure to return the attached sheets may disqualify your bid. NO OTHER FORMS WILL BE ACCEPTED. Sealed Bid Delivery Address: CITY OF ARCADIA OFFICE OF THE CITY CLERK 240 W. HUNTINGTON DRIVE ARCADIA, CA 91007 All questions regarding the bid quantities and specifications for this quotation request are to be directed to Tyler Polidori, at (626) 254-2710 or tpolidori@arcadiaca.gov.			

GENERAL CONDITIONS

PERIOD:

This agreement shall be for the period of one (1) year. In accordance with the City of Arcadia Purchasing Procedures and Policies, a new Purchase Order will be issued each year in accordance with all the TERMS and GENERAL CONDITIONS as set forth within the GENERAL CONDITIONS and in conformance with all the BIDDER'S PROPOSAL SHEETS as submitted herein.

SCOPE:

These specifications are intended to cover vehicle lighting and upfitting supplies and services for the City's Public Works Services Department. It is the City's intent to issue one (1) purchase order. The purchase order will be awarded to a primary vendor in the amount of the total bid.

BIDDER QUALIFICATIONS:

The bidder shall be an authorized franchised dealer or distributor for the brands of lighting and related accessories that they provide, and shall have been in business for a period of at least three (3) years prior to the bid opening date. The City may request that the products being ordered be original manufacturer items. The City reserves the right to inspect the bidder's facility(ies) and shall be the sole judge as to its adequacy to properly serve the City.

QUANTITIES:

It is estimated that the City of Arcadia will purchase approximately \$150,000 annually in lighting and upfitting supplies. It is understood by the bidder that the quantities given are only estimates and that the City of Arcadia may purchase an amount above or below the estimate given according to the requirements and needs of the City of Arcadia.

ORDERING METHOD:

It is the intent of the City of Arcadia to issue one (1) purchase order for a total estimated lump sum to adequately cover the costs of items/services ordered for the period of the agreement. City personnel will contact the vendor and place the order over the phone, via email, or by fax.

PRICE:

It shall be understood that the prices, terms and conditions of bids shall remain firm for the period of one (1) year from date of purchase order issued.

UNIT PRICES:

Unit prices shall include Contractor's cost to supply and install County provided equipment including: all hardware and supplies such as wires, cables, terminals, connectors, wraps, grommets, labels, sealants, shop supplies, all related costs, overhead and profit. Services shall be provided on an as needed basis. The extended total of all line items within each package shall be added to arrive at a total package cost. The cost for each individual line item shall remain firm in the event there is a requirement for the installation of individual piece equipment.

ADDITIONAL RELATED SERVICES:

Additional related services may be requested of the Contractor, to include repairs and de-installations. The fixed hourly shop rate for related services shall apply. The Contractor shall provide an estimate of the hours of labor it will take to complete the related services requested.

STOCK ITEMS:

At the time an order is placed, the vendor shall verify that the item(s) being ordered are in fact in stock and available for immediate delivery or pickup. If the item is not in stock, the vendor must notify the City at the time the order is placed that the item is not in stock. The City of Arcadia reserves the right to obtain the item elsewhere if it is unavailable at the time the order is placed.

DELIVERY REQUIREMENTS:

The City of Arcadia requires that the vendor provide the necessary services within a specified scheduled time as determined by the GENERAL SERVICES SUPERINTENDENT.

Provisions shall be made at the Vendor's place of business for the dropping off and picking up of vehicles by City Fleet Services Department personnel. Vehicles will be inspected for installation compliance before City employee leaves the premises.

COMPLETION OF WORK:

Once the vehicle is dropped off to the vendor's shop, the vendor will have thirty (30) working days to complete the installation. If more than one vehicle is delivered at a time, the vendor shall discuss his current workload with the City's Fleet Services Supervisor to determine how many vehicles can be completed within thirty (30) working days. The vendor cannot deviate from the thirty (30) working day completion time or the contract can/will be terminated. These vehicles are public safety cars and shall not be out of service due to vendor delays for more than thirty (30) working days.

PICKUPS AND WILL CALLS:

Provisions shall be made at the vendor's place of business for the filling of pickup and will call orders within two (2) hours or less from the time the order is placed. Such pickups or will calls are to be made by an authorized and properly identified representative of the City of Arcadia. A bill of lading or delivery receipt, completed as described above, shall accompany all pickup and/or will call orders.

GUARANTEES AND WARRANTIES:

All parts, supplies and materials supplied to the city by the vendor shall carry the manufacturer's full guarantee and/or warranty and shall include any and all other guarantees and/or warranties normally offered by the vendor to his/her customers. In all cases of guarantee and/or warranty claims, the vendor shall handle all guarantee and/or warranty claims in an expeditious manner.

BIDDING A SUBSTITUTE OR ADDITIONAL MANUFACTURER:

The terms "brand" and "manufacturer" shall be used interchangeably and shall mean a class of goods identified as the product of a single firm or manufacturer. Bids are requested for those manufacturers as listed in these specifications. The City shall be the sole judge in determining the acceptability of brands offered and price equivalents.

MISCELLANEOUS ENTITLEMENTS:

The city shall be entitled to any and all other services as normally offered by the vendor (and/or manufacturer's through the vendor) to his other customers and at the same cost as the vendor would normally charge his other customers (except where specifically addressed elsewhere in these specifications). Examples of such services would be, but not limited to, daily deliveries, will calls, special orders, night deliveries, etc.

TAX REGISTRATION:

Successful bidder will be required to have a valid City of Arcadia Business Tax Registration.

AWARD OF CONTRACT:

The City of Arcadia intends on awarding this contract for the period of one (1) year with the option to renew on a year-by-year basis thereafter for a maximum of three (3) years. The City will evaluate each bid submitted and one (1) purchase order will be issued based upon the lowest responsible bid.

Upon award of a contract, the successful vendor will be required to provide the City with a minimum of one (1) of the most current catalogs available for all product lines covered by the contract, and, throughout the course of the contract, the vendor shall continue to keep all covered product line catalogs current. The updating of such catalogs is to be done at no additional costs to the City.

RENEWAL OF AGREEMENT:

With respect to extending this agreement, after the first year any subsequent payments and/or purchase orders which will be required hereunder in any subsequent fiscal year shall be contingent upon Arcadia City Council appropriation of funds sufficient for such purpose. This agreement is for a one (1) year period with the option of renewing on a year-by-year basis for a maximum of three (3) years.

TERMINATION OF AGREEMENT:

This agreement may be terminated, with or without cause, at any time by the City of Arcadia or Vendor after giving thirty (30) days written notice to the vendor or City of Arcadia.

EXTENSION OF CONTRACT TO OTHER PUBLIC AGENCIES:

The price, terms and conditions of this bid may be extended to other governmental agencies at the mutual agreement of both the agency and the bidding contractor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be handled directly with the successful bidder. The City of Arcadia does not warrant any additional use of the contract by such agencies. The bidder's response as requested on the Bidder's Proposal Sheet will in no way affect the City of Arcadia's consideration of this bid.

BILLING REQUIREMENTS:

Electronic billing is a preferred method of invoicing but is not a mandatory requirement. All invoices must reflect the Purchase Order Number issued.

INQUIRIES:

All inquiries will be directed to the Public Works Services Department, General Services Superintendent, Tyler Polidori, (626) 254-2710 or tpolidori@arcadiaca.gov. Inquiries must be received no later than Tuesday, February 18, 2020.

TERMS:

The City of Arcadia respects terms of net 30 only.

ALTERNATE SOURCE:

The City of Arcadia reserves the right to secure specified lighting and upfitting supplies from alternate sources in the event a request can not be filled in a timely manner to be determined by a City of Arcadia representative.

BIDDERS RESPONSIBILITY TO THIS SPECIFICATION

It is the responsibility of each bidder to carefully examine these specifications and the bid documents and become familiar with the requirements set forth herein. In addition, it is the responsibility of each bidder to submit all necessary information concerning their product to the City of Arcadia. Failure to do so could result in your bid being declared as non-responsive.

INSTRUCTIONS TO BIDDERS

UNLESS OTHERWISE INDICATED, ITEMIZED NET PRICES SHALL BE F.O.B. DELIVERED ON CITY PREMISES OR JOBSITE TO BE SPECIFIED ON THE PURCHASE ORDER BUT WILL BE WITHIN CITY OF ARCADIA CITY LIMITS.

Municipalities are EXEMPT from Federal Excise Taxes and prices quoted are to EXCLUDE Federal taxes. EXEMPTION CERTIFICATES will be furnished upon request.

Unless otherwise indicated, prices will be considered to EXCLUDE STATE AND CITY SALES OR USE TAX, which is payable by the City. In the event, unit prices and the total amount stated by the bidder for an item are not in agreement, then the unit price alone will be considered as representing the bidder's intention, and the total will be corrected to conform thereto.

The Internal Revenue code requires us to issue Form 1099 for certain payments made to Payees other than Corporation. For each failure to furnish a TAXPAYER IDENTIFICATION NUMBER COULD RESULT IN A \$50.00 PENALTY BEING ASSESSED by IRS. In addition, we will be required to withhold 20 percent from payments subject to 1099 Reporting, if you fail to furnish us your IDENTIFICATION NUMBER.

The City Reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

Unless otherwise indicated, prices quoted herein are considered FIRM and shall remain open and not be withdrawn for a period of sixty (60) days after the due date.

ALL EQUIPMENT AND/OR MATERIAL REFERRED TO IN THIS QUOTATION SHALL IN ALL RESPECTS BE IN FULL COMPLIANCE WITH ALL CAL/OSHA SAFETY AND HEALTH ORDERS.

Any bidder wishing to bid recycled material is encouraged to do so as an option to this bid.

When bidding "or approved equal" items, bidder must state complete make, model or product number of alternate being bid. Bidder must also submit with the bid complete descriptive literature on item(s) being bid. Failure to identify product or submit literature with your bid may disqualify your bid.

All businesses doing work in the City of Arcadia should verify with the License Office if they are required to be registered for and pay the Arcadia Business Tax.

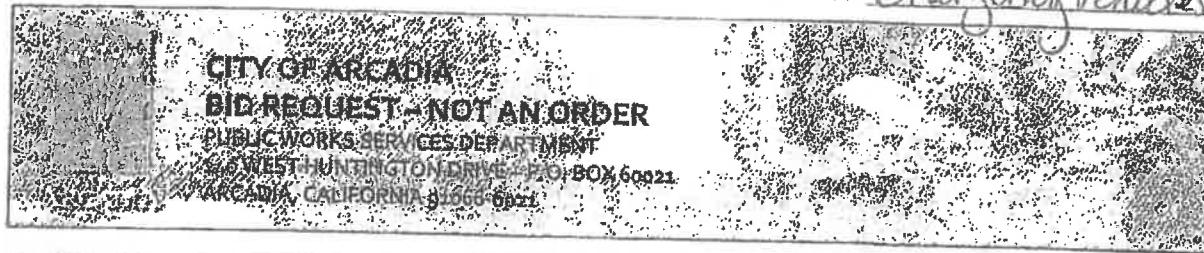
Successful bidder shall be required to furnish Certificate of Insurance and Endorsement naming the City of Arcadia, its officers, officials, employees and agents as additional insured on all installation quotations. If insurance is required, it will be stipulated on the quotation request form or in the detailed specifications and a copy of the City's Insurance requirements will be attached to the quotation request.

Failure to provide all information on this bid form or on any attachments to this bid may result in disqualification of the bid.

On construction quotes, Contractor shall verify that all materials used on the site are free of asbestos containing materials and any materials specified that do contain asbestos will be brought to the attention of the City representative for review and selection of a substitute product.

This request for bid, when returned to the City as an offer for material and/or services will constitute the full agreement between the City and Vendor if a purchase order is awarded. Any changes to the attached documents for proposal must be made at the time the bid is submitted. Any changes and/or amendments to this agreement presented after the successful vendor receives a purchase order will not be accepted. Unless the City includes a stipulation for a separate agreement to be executed, the City will not execute any other agreement in conjunction with this quotation request or the purchase order.

Black and White
Bidder: *Emergency Vehicles*



CONSIDERATION CANNOT BE GIVEN TO BIDS RECEIVED AFTER 11:00 AM FEBRUARY 25, 2020	FOR FURTHER DETAILS CALL: (826) 264-2710	PWS-VEHICLE UPFITTING AND EQUIPMENT 2020
--	--	---

- State Brand and/or manufacturer for each item. The manufacturer's name must be given. All products that meet the minimum specifications will be considered, with final determination of acceptable product to be made by City Staff.
- If you cannot provide an item, please mark "not available" or "N/A". Please do not leave any items blank.
- Verify your bid before submission. In the event of an extension error, the unit price shall prevail.

BID SCHEDULE A

Material Costs -- Ford Explorer Patrol:

ITEM	DESCRIPTION	BRAND/ MANUFACTURER Code 3	QTY	UNIT PRICE	TOTAL
1.	(2747ACC) 47" 2700CC BYO lightbar configuration #C40209	Code 3	1	1850.00	1850.00
2.	(Z3SP-1) Z3S MATRIX SIREN	Code 3	1	625.00	625.00
3.	(3450) Banshee Amplifier Siren System	Code 3	1	282.66	282.66
4.	(C3100X) C3100 Series Siren Speaker	Code 3	2	155.00	310.00
5.	(MR6MC-RW) Multi-color red/white LED light	Code 3	2	78.30	156.60
6.	(MR6MC-BW) Multi-color blue/white LED light	Code 3	2	78.30	156.60
7.	(HDLGTBKT-PIU) MR6 Light Bracket	Code 3	1	25.35	25.35
8.	(FSM-BKT-PIU) M180 Bracket	Code 3	1	30.65	30.65
9.	(M180SMC-RB) M180 Combination light	Code 3	2	108.00	216.00
10.	(BSM-BKT-PIU) M180 Bracket	Code 3	1	25.50	25.50
11.	(5342-2L91) 2-Light LR Series Push Bumper (Code 3 MR6)	Go Rhino Public Safety	1	368.03	368.03
12.	(950-PIU) Plug-in Headlight Flasher	Code 3	1	80.96	80.96

ITEM	DESCRIPTION	BRAND/ MANUFACTURER	QTY	UNIT PRICE	TOTAL
13.	(DK0100ITU12) Door Panel TPO Black Polymer	SETINA	1	193.88	193.88
14.	(WK0595ITU12) Window Barrier Poly	SETINA	1	178.90	178.90
15.	(1K0574ITU12SCASS) #6VS SPT Coated Poly Partition	SETINA	1	780.42	780.42
16.	(QK0491ITU12) TPO Floor Pan	SETINA	1	164.18	164.18
17.	(PP8640) V/Drain for Floor Pan	V/Drain	2	38.20	38.20
18.	(QK0496ITU12) #12 Coated Poly Partition W/TPO Seat	SETINA	1	967.15	967.15
19.	(225-2373) Single Drawer Box 36"W x 28 1/2"D x 15 1/2"H, includes 2" Lip	B&B Enterprises	1	1176.00	1176.00
20.	(HWLFE13) Siren Amplifier with One Speaker, includes Mounting Bracket	Whelen	1	543.75	543.75
21.	(CM-SDMT-SA-LED) Console Side Swing Arm Docking Station Mount	Troy	1	274.05	274.05
22.	(CP4JV-CARGO-MNT) Police Interceptor UV lift-up cargo platform	Troy	1	330.37	330.37
23.	(AC-UV-TRAY-H) Cargo Mount Attachment Electronics Tray	Troy	1	185.25	185.25
24.	(CC-UV-L-18) Police Interceptor Utility Specific 18" Console	Troy	1	369.97	369.97
25.	(AC-INBHG), internal two-piece dual beverage holder	Troy	1	42.35	42.35
26.	(AC-TB-ARM-MNT-LP) Console mounted height adjustable low profile swivel arm rest	Troy	1	132.30	132.30
27.	(SC-6) Generation 2 Universal gun lock with #2 key	Santa Cruz Gunlocks	2	123.75	247.50
28.	(W6BR) Wildcat Hide-a-Blast W600 Vertical flange mount, 8ft Blue/Red	Code 3	2	79.98	159.96
29.	(CITEZPIU-RABA-MTC) Citadel EZ Mount PIU, Multi-color, RA, BA, Controller	Code 3	1	997.50	997.50
30.	(ULTTC-RBA) Mega Thin Tri-color 18 LED exterior light, surface mount, red/blue/amber	Code 3	2	95.70	191.40
31.	(MB8U), NMO Antenna RG58U Coax Solid Center Wire, 3/4" hole	Laird Technologies	5	12.50	62.50
32.	(35951) 152-182 Mhz 1/4 Wave Antenna Black	Laird Technologies	1	9.85	9.85
33.	(74344) 450-470 Mhz 1/4 Wave Antenna Black	Laird Technologies	1	9.72	9.72
34.	(RPT-3000-1C) Connector, Reverse gender & reverse threaded SMA Male	RF Industries	2	5.96	11.92
35.	(NMO150430C) Dual Band Antenna, 50-154 1.6 dB/450-460 3.5 dB	Pulse Larsen	2	43.25	86.50

ITEM	DESCRIPTION	BRAND/ MANUFACTURER	QTY	UNIT PRICE	TOTAL
36.	(GPSU15M) GPS Active Antenna Black NMO mount 3-5V	Laird Technologies	1	70.98	70.98
37.	(MMSU-1) Magnetic Mic single unit	Magnetic Mic	3	32.00	96.00
38.	(CW0400) 400 series compartment light, 5.4" LED 12/24V	Code 3	1	29.99	29.99
39.	Ignition Interlock System, 27 Circuits w/modular Smart Start timer, L3 bracket for Ford Utility, w/20 ft. output wires	Smart Start	1	625.00	625.00

Installation Labor Costs – Ford Explorer Patrol:

ITEM	DESCRIPTION	HOURS	HOURLY RATE	TOTAL
1.	Installation of all items 1-39 listed above into a Ford Explorer Police Interceptor Unit. Installation to include the following owner provided items: UHF/VHF two-way radio, laptop mount, and 2 gun racks	40	80.00	3,200.00

MATERIALS & INSTALLATION LABOR COST FOR (1) FORD EXPLORER \$ 15,341.14

SALES TAX (10.25%) \$ 1,457.41

TOTAL \$ 16,798.55

TOTAL MATERIALS & INSTALLATION LABOR COST FOR (7) FORD EXPLORERS \$ 117,589.85 (A)
* (total above x 7)

BID SCHEDULE – B

Material Costs – Utility Bed Pickup Truck:

ITEM	DESCRIPTION	BRAND/ MANUFACTURER	QTY	UNIT PRICE	TOTAL
1.	(NASL847), 8-LED amber NarrowStik 47" with Controller	Code 3	1	999.85	999.85
2.	(CW2451), 9-LED Worklight, square swivel 12-24V Flood	Code 3	4	108.34	433.36
3.	(MR6-A), surface mount amber LED	Code 3	2	67.50	135.00
4.	(ULT6-A), 6 LED Mega Thin Surface Mount, 12-24V, Amber	Code 3	2	81.87	163.74
5.	(CC-WBOS-20), Wide body console w/open storage	Troy	1	520.70	520.70
6.	(AC-INBHG), Internal two-piece dual beverage holder	Troy	1	42.35	42.35
7.	(AC-TB-ARMMNT-LP), Console mounted height adjustable low-profile swivel arm	Troy	1	144.85	144.85
8.	(MRCE-150), DC 150-amp manual reset circuit breaker	Eaton Bussman	1	33.59	33.59

9.	(MB8U), NMO Antenna RG58U Coax Solid Center Wire, 3/4" hole	Laird Technologies	1	12.50	12.50
10.	Headache Rack: White powder coated finish -- must accommodate mini light bar, Narrowstik, work lights, and antenna	Miscellaneous	1	450.00	450.00
11.	(BS5025), 6 position fuse block w/ground buss & cover	Blue Sea Systems	1	29.95	29.95
12.	4-pin trailer plug and bracket	Miscellaneous	1	42.50	42.50
13.	(6001), TOP H.A.T. high-reliability 250-amp battery timer	Copeland	1	119.65	119.65
14.	(C3100U), 100w Speaker w/Universal Mounting Bracket	Code 3	1	155.00	155.00

Installation Labor Costs - Pickup Truck with Utility Bed

ITEM	DESCRIPTION	HOURS	HOURLY RATE	TOTAL
1.	Installation of items 1-14 listed above into a full-size utility bed pickup truck. (Installation to include center console, custom headache rack with Narrowstik and controller, amber LED lights mounted front and rear, external speaker, 4 LED work lights, heavy duty battery timer w/all accessories for dual batteries, and the following owner provided items: mini lightbar, two-way radio, and secondary battery.)	20	80.00	1,600.00

MATERIALS & INSTALLATION LABOR COST FOR (1) UTILITY PICKUP \$ 4883.04

SALES TAX (10.25%) \$ 311.89

TOTAL \$ 5194.93

TOTAL MATERIALS & INSTALLATION LABOR COST FOR (8) UTILITY PICKUPS \$ 41,559.44

* (total above x 8) (B)

BID SCHEDULE -C

ITEM	DESCRIPTION	HOURS	HOURLY RATE	TOTAL
1.	Fixed Installation Labor Hourly Shop Rate	100	80.00	8,000.00

TOTAL LABOR & MATERIAL COSTS FOR ALL SCHEDULES A, B, and C \$ 167,149.29 (A + B + C)

One hundred sixty seven thousand, one hundred forty nine and 29/100 —
(Dollar amount in written form)

TOTAL BID AMOUNT

\$ 167,149.29

One hundred sixty seven thousand, one hundred forty nine and 29/100 —
(Dollar amount in written form)

Black and white
Bidder: Emergency Vehicles

ADDITIONAL COMMENTS

IN THE EVENT OF AN EMERGENCY SITUATION DOES VENDOR WISH TO HAVE THEIR NUMBER
ADDED TO THE CITY OF ARCADIA EMERGENCY CONTACT LIST?

☒ YES
☐ NO

IF YES IS SELECTED PLEASE PROVIDE TWO PHONE NUMBERS THAT VENDOR CAN REACHED AT 24
HOURS A DAY.

PRIMARY NUMBER: (626) 334-6300

CONTACT PERSON: John Patino

ALTERNANTE NUMBER: (626) 862-6500 (cell#)

CONTACT PERSON: John Patino

PLEASE PROVIDE ANY ADDITIONAL COSTS THAT MAY BE ASSOCIATED WITH THESE SERVICES.

NOTE:

THE SELECTION OF 'YES' OR 'NO' WILL IN NO WAY HAVE A DETERMINING AFFECT AS TO THE
AWARD OF THIS BID.

BIDDERS PROPOSAL SHEETS

A. Address from which the City will be serviced:

Black and White Emergency Vehicles, LLC
COMPANY NAME

John Patino
NAME OF CONTACT PERSON

590 S. Vincent Ave
STREET ADDRESS

CA 91702 Artesia
STATE ZIP CITY

B. We Black and White Emergency Vehicles hereby agree to furnish lighting and electrical supplies for the period of one (1) year beginning on the date of contract execution.
COMPANY NAME

C. The City May exercise its option to renew this agreement as stipulated under the General Conditions.
MAY OR MAY NOT

D. Invoice terms of 8 % 8 (minimum of 20 days required). Unless otherwise stated NET 30 days shall apply.

E. Please indicate if this bid will be extended to other public agencies:

YES X NO

BIDDER'S NAME:

Black and White Emergency Vehicles, LLC

AUTHORIZED SIGNATURE:

PRINTED NAME:

John Patino

TITLE:

President

ADDRESS:

590 S. Vincent Ave

Artesia
CITY

CA
STATE

91702
ZIP

626 334-6300
TELEPHONE NUMBER

626 334-6301
FAX NUMBER

info@blackandwhiteev.com
EMAIL

TAXPAYER I.D. NUMBER:

47-4786871

BLACK & WHITE

EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
2/18/2020	1624

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer				Terms
Bid Schedule A				Net 30
Item	Description	Qty	Rate	Total
2747ACC	Code 3 47" 2700CC BYO Model Lightbar Config # C40209	1	1,850.00	1,850.00T
Z3SP-1	Z3 Siren W/Serial Interface Push Button	1	625.00	625.00T
3450	Banshee Siren	1	282.66	282.66T
C3100U	100w Speaker w/ Universal Mounting Bracket	2	155.00	310.00T
MR6MC-RW	Code 3 MR6 Multi Color Red/White	2	78.30	156.60T
MR6MC-BW	Code 3 MR6 Multi Color LED Blue/White	2	78.30	156.60T
HDLNBKT-PIU	MR6 Headliner Bracket for Ford PI Utility, 2 MR6	1	25.35	25.35T
FSM-BKT-PIU	Front Side Mirror Mounting Bracket for 2012-16 Ford Utility. Fits MR6 or M-180	1	30.65	30.65T
M180SMC-RB	Code 3 M180 Intersection/Takedown/Ground Light Red/Blue	2	108.00	216.00T
BSM-BKT-PIU	Below Side Mirror Mounting Bracket for 2012-2016 Ford PI Utility. Fits MR6 or M180	1	25.50	25.50T
5342-2L91	Go Rhino 2-Light Ready Push Bumper Code 3 MR6 , 2016 Ford Utility	1	368.03	368.03T
950-PIU	Code 3 Plug N Play Headlight Flasher For Ford Utility	1	80.96	80.96T
DK0100ITU12	Setina Door Panels Ford Utility	1	193.88	193.88T
WK0595ITU12	WINDOW VS BARRIER POLY 12-15 INTERCEPTOR UTILITY	1	178.90	178.90T
1K0574ITU12SCASS	#6VS SPT COATED POLY PARTITION 12-15 INTERCEPTOR UTILITY W/SCA	1	780.42	780.42T
QK0491ITU12	Setina Floor Pan	1	164.18	164.18T
PP9640	V DRAIN FOR FLOOR PLAN	2	38.20	76.40T
QK0496ITU12	#12 COATED POLY PARTITION W/TPO SEAT 12-15 INTERCEPTOR UTILITY	1	967.15	967.15T
Quotes are subject to change and are Valid for 30 Days		Subtotal		
		Sales Tax (9.5%)		
Signature		Total		

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM

BLACK & WHITE

EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
2/18/2020	1624

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer				Terms
Bid Schedule A				Nct 30
Item	Description	Qty	Rate	Total
225-2373	Single Drawer Box for a 2013-2015 Ford Interceptor SUV, 36" Wide X 28" 1/2 Deep X 15 1/2" Tall, Includes 2" Lip	1	1,176.00	1,176.00T
HOWLER13	Howler Low Frequency Tone Siren for 2013 Ford Utility Police Interceptor	1	543.75	543.75T
CM-SDMT-SA-LED	Troy Side-Mounted Slide-Arm Computer Mount For Havis/Ledco & Kodiak Docks	1	274.05	274.05T
CP-UV-CARGO-MNT	Ford UV Tilt Up Cargo Mount	1	330.37	330.37T
AC-UV-TRAY-H	Troy Equipment Tray for Hinged Platform	1	185.25	185.25T
CC-UV-L-18	Troy 18" Ford Utility Console	1	369.97	369.97T
AC-INBHG	Troy 4" Internal Dual Cup Holder	1	42.35	42.35T
AC-TB-ARM-MNT-LP	Rotating Arm Rest, Bolts to Back of Console w/5"x8" Foam Pad LOW PROFILE	1	132.30	132.30T
SC-6	Gen. 2 Universal Gun Lock #2 Key	2	123.75	247.50T
W6BR	Wildcat Hide-a-Blast W600 Vertical Flange Mount, 9ft Blue/Red	2	79.98	159.96T
CITEZPIU-RABA-MTC	Citadel EZ Mount, PIU, Multi Color, RA, BA, Controller	1	997.50	997.50T
ULTTC-RBA	18 LED, Mega Thin Tricolor LED, Surface Mount, Red/Blue/Amber	2	95.70	191.40T
MB8U	3/4" Hole NMO Antenna Coax RG58U	5	12.50	62.50T
35951	152-162 Mhz 1/4 Wave Antenna Black, Laird Technologies	1	9.85	9.85T
74344	450-470 Mhz 1/4 Wave Antenna Black, Laird Technologies	1	9.72	9.72T
RPT3000-C	SMA Male 50 Ohm Gold/Teflon Connector RG58	2	5.96	11.92T
NMO150/450/800	150-165/450-470/806-940 MHz	2	43.25	86.50T
GPSU15M	2.14dBi Tri-Band Antenna, 100W GPS Active Antenna Laird Black	1	70.98	70.98T
Quotes are subject to change and are Valid for 30 Days			Subtotal	
			Sales Tax (9.5%)	
Signature			Total	

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
2/18/2020	1624

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer	Terms
Bid Schedule A	Net 30

Item	Description	Qty	Rate	Total
MMSU-1	Magnetic Mic Single Unit	3	32.00	96.00T
CW0400	5.4" Interior LED Compartment Light 12/24V	1	29.99	29.99T
Ch27.I.20/L3	27 Circuits W/ Modular Smart Start Timer and L3 bracket for Ford Utility with 20ft long Output Wires.	1	625.00	625.00T
FULL BUILD	Installation of all Emergency Equipment into Police Vehicle	40	80.00	3,200.00T

Quotes are subject to change and are Valid for 30 Days

Subtotal \$15,341.14

Sales Tax (9.5%) \$1,457.41

Total \$16,798.55

Signature _____

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM

BLACK & WHITE

EMERGENCY VEHICLES

590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
2/18/2020	1625

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

		Customer		Terms	
		Bid Schedule B		Net 30	
Item	Description	Qty	Rate	Total	
NASL847	Eight LED X Amber NarrowStik 47.38" with Controller	1	999.85	999.85T	
CW2451	9 LED Worklight, Square Swivel 12-24V Flood	4	108.34	433.36T	
MR6-A	Code 3 Surface Mount Amber LED	2	67.50	135.00T	
ULT6-A	6-LED, Mega Thin Surface Mount, 12-24V, Amber	2	81.87	163.74T	
CC-WBOS-20	Universal Wide Body Console With Open Storage 8" Slope/12" Level	1	520.70	520.70T	
AC-INBHG	Troy 4" Internal Dual Cup Holder	1	42.35	42.35T	
AC-TB-ARM-MNT-LP	Rotating Arm Rest, Bolts to Back of Console w/5"x8" Foam Pad LOW PROFILE	1	144.85	144.85T	
MRCB-150	High Amp Manual Reset Breaker, 150 Amp	1	33.59	33.59T	
MB8U	3/4" Hole NMO Antenna Coax RG58U	1	12.50	12.50T	
CUSTFAB	Headache Rack Powder Coated	1	450.00	450.00T	
8025B	Screw Terminal Fuse Block 6 Circuit W/Cover and Negative Bus and Blown Fuse Indicator	1	29.95	29.95T	
Misc	4 Pin Trailer Plug and Bracket	1	42.50	42.50T	
6001-3001B	New Top Hat Timers	1	119.65	119.65T	
C3100U	100w Speaker w/ Universal Mounting Bracket	1	155.00	155.00T	
Shop Labor	Installation of LED lighting, console and headache rack with customer provided mini lightbar, Two-Way radio, and secondary battery.	20	80.00	1,600.00	
Quotes are subject to change and are Valid for 30 Days			Subtotal	\$4,883.04	
			Sales Tax (9.5%)	\$311.89	
Signature _____			Total	\$5,194.93	

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM



590 South Vincent Avenue
Azusa, CA 91702

Quote

Date	Estimate #
2/18/2020	1629

Name / Address
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Ship To
City Of Arcadia 250 W. Huntington Dr Arcadia, CA 91066

Customer				Terms
Bid Schedule C				Net 30
Item	Description	Qty	Rate	Total
Shop Labor	Shop Labor Hourly Rate	100	80.00	8,000.00
Quotes are subject to change and are Valid for 30 Days			Subtotal	\$8,000.00
			Sales Tax (9.5%)	\$0.00
			Total	\$8,000.00

Signature _____

590 S. Vincent Ave, Azusa, CA 91702
Office (626) 334-6300 Fax (626) 344-6301
JP@BLACKANDWHITEEV.COM WWW.BLACKANDWHITEEV.COM

EXHIBIT “B”

Schedule of Compensation

Year 1 (April 1, 2023 – June 30, 2023)	\$50,000
Year 2 (July 1, 2023 – June 30, 2024)	\$200,000
Year 3 (July 1, 2024 – June 30, 2025)	\$200,000
Year 4 (July 1, 2025 – June 30, 2026)(Optional)	\$200,000
Year 5 (July 1, 2026 – June 30, 2027)(Optional)	\$200,000

Contingency – The City Manager has the option to add up \$50,000 annually, if needed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Joey Olivas(974035M) 16967 Main St Ste 205b Hesperia CA 92345-6079		CONTACT NAME: PHONE (A/C, NO, EXT): 909-906-6799 FAX (A/C, NO): 909-354-3174 E-MAIL ADDRESS: jolivas@farmersagent.com															
INSURED BLACK AND WHITE EV LLC 590 S VINCENT AVE AZUSA CA 91702		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Truck Insurance Exchange</td><td>21709</td></tr><tr><td>INSURER B: Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C: Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			606740053	04/16/2022	04/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ GAR LIAB		N	606740053	04/16/2022	04/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GAR AGGREGATE \$ 2,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N Y	N/A		A09492140	09/13/2022	09/13/2023	☒ PER STATUTE ☐ OTHER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garage Keepers Coverage \$500,000

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ITEM # 17

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: AUTHORIZATION TO ADOPT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE DOWNTOWN SEWER REPLACEMENT PROJECT (CP 919) AND AUTHORIZE BID ADVERTISEMENT

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt construction plans and specifications for CP No. 919 Downtown Sewer Replacement (Project); and
2. Approve Environmental Assessment pursuant to California Environmental Quality Act (CEQA) Guidelines §15282(k) (Other Statutory Exemptions). This exemption allows for installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code; and
3. Authorize staff to proceed with bid advertisement for construction; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Approval of this action will allow staff to proceed with bidding this capital project (CP 919). As soon as staff evaluate all bids, a recommendation will be made at a future City Council meeting to award a contract and will include a well-defined structured budget. At the time of contract award, staff will make recommendations for amending the Fiscal Year 2025-26 budget if needed.

BACKGROUND/DISCUSSION:

Staff identified the replacement of deteriorated cement sewers in the City's downtown

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 3

area as a priority infrastructure project. The project consists of the replacement of 5,100 linear feet of cement sewer in the downtown area along Whittier Boulevard between Montebello Boulevard and the western City limits, including the alleyways north and south of Whittier Boulevard.

Due to the increase in population and development in that area, the sewer in its current state will not be able to handle the increased capacity. The typical life span for a cement sewer is between 50-75 years, and the pipes in this area are over 80 years old. As cement sewers age, they begin to crack, corrode, and sometimes completely fail. This can happen due to many factors: poor materials, lack of regular maintenance, or the weight of trucks driving on them constantly.

The final construction plans (Attachment A) and specifications (Attachment B) are completed in accordance with applicable engineering standard specifications and are consistent with the City's procurement and purchasing policies and governing municipal code chapters. The City Council is required to approve and adopt construction documents and authorize the bid request for all public projects. The bid advertisement phase is consistent with Public Contract Code sections 20161 and 20162, which mandate California public works projects to be competitively bid. This action is also consistent with Montebello Municipal Code Chapter 3.20.110 - Bidding procedure prescribed.

With City Council's approval, staff will advertise the project for bid in a local newspaper of general circulation and submit the Notice Inviting Bid (NIB) to PlanetBids. The following tentative schedule has been identified for the bid process:

Tasks	Timeline
Bid Period	June 13, 2025 to July 16, 2025
Mandatory Prebid Meeting	July 2, 2025 at 10 am
Questions/RFIs due by	July 7, 2025 to 12:00 pm
Responses to RFIs due by	July 10, 2025 at 5:00 pm
Bid Opening	July 16, 2025 at 11:00 am
Award of Contract (Tentative)	August 13, 2025 City Council Meeting
Commence Construction	September 2025
Complete Construction	February 13, 2026
Close out Project	March 2026

ENVIRONMENTAL:

The proposed project is exempt from CEQA pursuant to California State CEQA Guidelines §15282(k) (Other Statutory Exemptions). This exemption allows for installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length. The project consists of replacement of 5,100 linear feet of sewer pipeline and, therefore, qualifies for a statutory exemption from CEQA. The project is not anticipated to have any significant impacts with

regards to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project (Attachment C).

ANALYSIS:

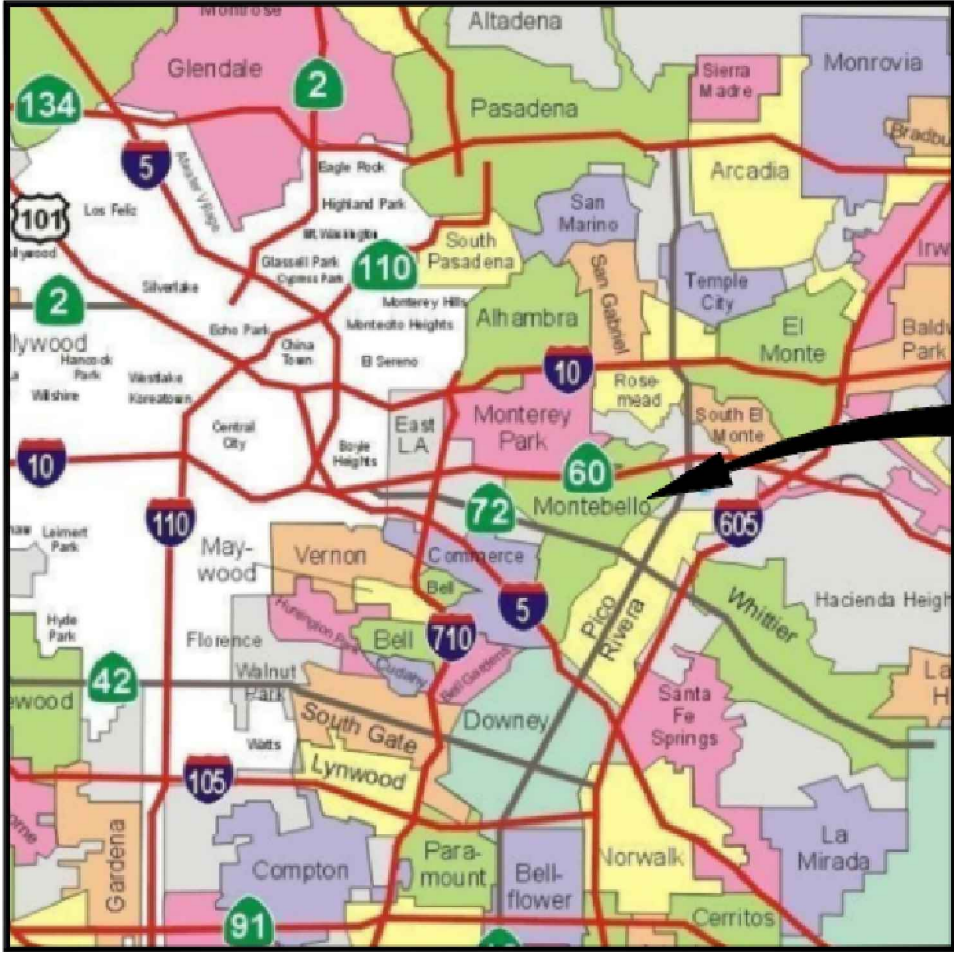
N/A

SUMMARY:

Staff recommends the City Council approve a CEQA Exemption pursuant to California State CEQA Guidelines Section 15282(k) (Other Statutory Exemptions), as the project involves the maintenance, repair, restoration, removal, or demolition of an existing pipeline located in Downtown Montebello, extending approximately 5,100 linear feet, and therefore qualifies for a statutory exemption from CEQA. Staff also recommends that the City Council adopt the completed plans and specifications for the Downtown Sewer Replacement Project (Capital Project No. 919) and authorize staff to proceed with the advertisement for public bids.

ATTACHMENT(S)

1. Attachment A - CP-919 Downtown Sewer Replacement Plans
2. Attachment B - CP-919 Downtown Sewer Replacement Specifications
3. Attachment C - CEQA NOE - NIB CP-919 Downtown Sewer Replacement



VICINITY MAP
NOT TO SCALE



City of
Montebello
Engineering Division

MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT

WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST

PALM PL FROM SPRUCE ST TO PALM DR

PROJECT NO. C-06-8701-110

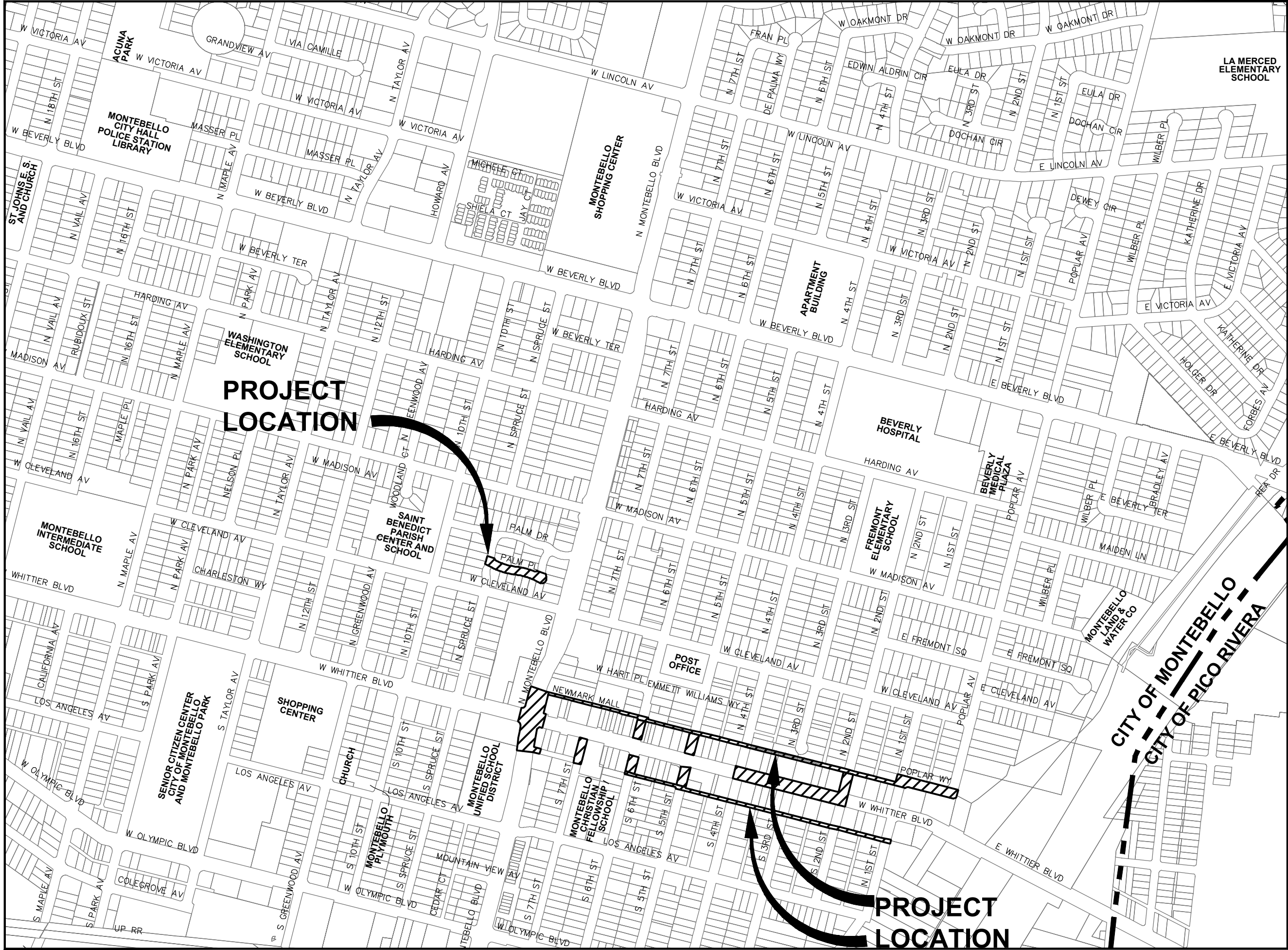
CIP NO. 919

PROJECT UTILITY CONTACTS:

CENTRAL BASIN MUNICIPAL WATER DISTRICT	MS. ISABELLE GUIDO (323) 201-5541 ISABELLEG@CENTRALBASIN.ORG
CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY	MR. ALLEN JUST (714) 508-2677 ALLEN.JUST@ARCADIS.COM
CITY OF MONTEBELLO SEWER	MR. CESAR ROLDAN CROLDAN@CITYOFMONTEBELLO.COM
CRIMSON PIPELINE	MR. JEFF KOHN (562) 822-5656 JKOHN@CRIMSONPL.COM
CROWN CASTLE	(800) 654-3110 FIBER.DIG@CROWNCASTLE.COM
MCI VERIZON BUSINESS	INVESTIGATIONS@VERIZON.COM
MONTEBELLO LAND AND WATER COMPANY	MR./MS. KOREY (323) 722-8654 KOREY@MTBLW.COM
REDFLEX TRAFFIC SYSTEMS	(800) 568-8405 DESIGNTICKETS@ATSOL.COM
SAN GABRIEL VALLEY WATER COMPANY	MS. KAILYN (626) 448-6183 KPHU@SGVWATER.COM
SCE TRANSMISSION	MAPREQUESTS@SCE.COM
SOCALGAS DISTRIBUTION	MR. JASON SUM (310) 687-2011 JSUM@SOCALGAS.COM SCG-COMPTONUTILITYREQUEST@SEMPRAUTILITIES.COM
SPECTRUM	MR. JAMES BIGGS 626-430-3337 JAMES.BIGGS@CHARTER.COM

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY, CALIFORNIA
ROBERT C. FERRANTE - CHIEF ENGINEER AND GENERAL
MANAGER

APPROVED BY: _____ DATE: _____
OFFICE ENGINEER



LOCATION MAP
NOT TO SCALE

LEGEND:
[Hatched Pattern] PROJECT LOCATION
[Dashed Line] CITY LIMIT

INDEX OF DRAWINGS

DWG NO.	SHEET	DESCRIPTION
1	T-1	TITLE SHEET
2	G-1	GENERAL NOTES
3	G-2	CONSTRUCTION NOTES
4	X-1	TYPICAL SECTIONS
5	X-2	TYPICAL SECTIONS
6	S-1	SEWER IMPROVEMENT PLAN AND PROFILE SEWER LINE C
7	S-2	SEWER IMPROVEMENT PLAN AND PROFILE SEWER LINE B
8	S-3	SEWER IMPROVEMENT PLAN AND PROFILE SEWER LINE J AND LINE A STA 10+00 TO STA 13+50
9	S-4	SEWER IMPROVEMENT PLAN AND PROFILE SEWER LINE A STA 13+50 TO STA 19+50 AND LINE A-1
10	S-5	SEWER IMPROVEMENT PLAN AND PROFILE SEWER LINE A STA 19+50 TO STA 25+02 AND LINE A-2
11	S-6	SEWER IMPROVEMENT PLAN AND PROFILE SEWER LINE E AND F AND G
12	S-7	SEWER IMPROVEMENT PLAN AND PROFILE SEWER LINE D STA 10+00 TO STA 17+50 AND LINE D-1 AND D-2
13	S-8	SEWER IMPROVEMENT PLAN AND PROFILE SEWER LINE D STA 17+50 TO 24+97 & LINE D-3 & D-4
14	S-9	SEWER IMPROVEMENT PLAN AND PROFILE
15	SD-1	SEWER MANHOLE DETAILS
16	SD-2	SEWER MANHOLE DETAILS
17	SD-3	SEWER MANHOLE DETAILS
18	SD-4	SEWER MANHOLE DETAILS
19	C-1	PAVEMENT RESTORATION PLANS MONTEBELLO BLVD AND S 7TH ST
20	C-2	PAVEMENT RESTORATION PLANS NORTH ALLEY FROM MONTEBELLO BLVD TO 4TH ST
21	C-3	PAVEMENT RESTORATION PLANS NORTH ALLEY FROM 2ND ST TO 1ST ST AND POPLAR WAY
22	C-4	PAVEMENT RESTORATION PLANS WHITTIER BLVD FROM 2ND ST TO 4TH ST
23	C-5	PAVEMENT RESTORATION PLANS SOUTH ALLEY FROM 4TH ST TO 6TH ST
24	C-6	PAVEMENT RESTORATION PLANS SOUTH ALLEY FROM BLUFF RD TO 4TH ST
25	C-7	PAVEMENT RESTORATION PLANS 5TH ST AND 6TH ST
26	C-8	PAVEMENT RESTORATION PLANS PALM PL
27	CD-1	CONSTRUCTION DETAILS
28	CD-2	CONSTRUCTION DETAILS
29	CD-3	CONSTRUCTION DETAILS
30	CD-4	CONSTRUCTION DETAILS

TOTAL SHEET COUNT = 30



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602

DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE: _____

REVIEWED BY:

CITY ENGINEER _____ DATE _____

DOWNTOWN SEWER REPLACEMENT PROJECT

TITLE SHEET

Sheet Number:

T-1

Sheet 1 of 30

GENERAL NOTES:

1. ALL NOTES STATED HEREIN APPLIES TO THE PROJECT AND ALL THE SHEETS.
2. ALL WORK, LABOR AND MATERIALS SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS OF THE CITY OF MONTEBELLO, THE STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (LATEST EDITION) AND ITS SUPPLEMENTS, AND ALL SAFETY REGULATIONS CODES AND REQUIREMENTS PERTINENT TO THE PROJECT CONSTRUCTION INCLUDING NPDES REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IN THE FIELD ALL DIMENSIONS AS SHOWN ON THE PLANS AND NOTIFY THE CITY OF MONTEBELLO OF ANY DISCREPANCIES.
4. PRIOR TO START OF ANY WORK, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOR APPROVAL BY THE ENGINEER A COMPREHENSIVE CONSTRUCTION PHASING PLAN THAT MITIGATES IMPACT ON THE ACCESS TO ANY DRIVEWAY AND/OR IMPACT ON FRONTAGE BUSINESSES.
5. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS/HER OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOW ON THESE PLANS.
6. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN FOR THE COMPLETION OF THE PROPOSED IMPROVEMENTS PER THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) (LATEST EDITION) TO THE SATISFACTION OF THE CITY OF MONTEBELLO. TRAFFIC CONTROL SHALL BE PROVIDED ALL THE TIME AND TRAFFIC CONTROL PLANS TO BE APPROVED BY THE CITY OF MONTEBELLO PRIOR TO START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN CONFORMANCE WITH THE APPROVED TRAFFIC CONTROL PLANS. HE SHALL PROVIDE 24-HOUR SERVICE TO REMOVE, INSTALL, RELOCATE AND MAINTAIN WARNING DEVICES. THE CONTRACTOR SHALL PROVIDE A PHONE NUMBER WHERE THE CONTRACTOR'S SUPERVISOR IN CHARGE OF THIS PROJECT CAN BE REACHED 24 HOURS A DAY, SEVEN DAYS A WEEK.
8. LOCATIONS OF EXISTING SURFACE UTILITIES SHOWN ON THE PLANS ARE BASED ON INFORMATION RECEIVED FROM VARIOUS UTILITY COMPANIES, LOCAL AGENCIES AND FIELD INVESTIGATION. SOME OF THE STREET RECONSTRUCTION WORK WILL BE IN CLOSE PROXIMITY OF THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS ADVISED THAT LOCATIONS SHOWN ARE APPROXIMATE AND EXTREME CAUTION IS REQUIRED TO PROTECT THE EXISTING FACILITIES. APPROVAL OF THESE PLANS BY THE CITY DOES NOT CONSTITUTE A REPRESENTATION TO THE ACCURACY OF THE LOCATION, OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY, PIPE OR STRUCTURE WITHIN THE LIMITS OR THE PROJECT.
9. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL BE PREPARED TO POTHOLE AND LOCATE ALL EXISTING UTILITIES WHICH APPEAR TO BE IN CONFLICT WITH THIS PROJECT. AT NO ADDITIONAL COST TO THE CITY, THE CONTRACTOR SHALL NOTIFY THE CITY OF MONTEBELLO OF ANY CONFLICTS WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY UNDERGROUND SERVICE ALERT (811) 48 HOURS (TWO WORKING DAYS) PRIOR TO START OF CONSTRUCTION.
10. WHENEVER EXISTING SEWER LINES, WATER LINES, GAS MAINS, CULVERTS, OR OTHER PIPES OR STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL USE PROPER CARE IN PRESERVING THE SAME INTACT AND WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE EXISTING FACILITIES DURING THE PROGRESS OF THE WORK.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA.
12. THE CONTRACTOR IS RESPONSIBLE FOR OVERALL JOBSITE MAINTENANCE; INCLUDING, BUT NOT LIMITED TO: STREET/SITE SWEEPING, TRASH AND/OR CONSTRUCTION-RELATED DEBRIS/WASTE, STORMWATER POLLUTION PREVENTION BMP, ETC.
13. ALL PORTLAND CEMENT CONCRETE (P.C.C.) AND ASPHALT CONCRETE (A.C.) SHALL BE REMOVED TO A SAWCUT, COLD JOINT, SCORE MARK OR EDGE OF PAVEMENT. NO "FLOATER" SLABS WILL BE PERMITTED. SAWCUT SLURRY SHALL BE REMOVED WITH A VACUUM MACHINE AND DISPOSED OF PROPERLY. NO SLURRY SHALL BE ALLOWED TO ENTER THE STORM DRAIN SYSTEM.
14. IN SHOWING UTILITIES MARK THOMAS HAS PROVIDED INFORMATION RECEIVED FROM THE UTILITIES. IN SOME CASES, SERVICE CONNECTIONS ARE SHOWN. HOWEVER, PLANS FROM UTILITIES MAY NOT HAVE INCLUDED ALL SERVICE CONNECTIONS AND OTHER FEATURES SUCH AS FIRE HYDRANT LATERALS AND VAULTS AND BOXES. CONTRACTOR SHOULD BE PREPARED TO LOCATE SUCH AND TO PROTECT IN PLACE.
15. MARK THOMAS HAS NOT OBTAINED PLANS FOR UNDERGROUND FACILITIES OF LOOPS, CONDUITS, ETC. NOR HAVE SUCH FACILITIES BEEN FULLY PLOTTED ON THE PLANS. THE CONTRACTOR IS ADVISED TO LOCATE THE TRAFFIC SIGNAL UNDERGROUND FACILITIES BEFORE EXCAVATION OF THE TRENCH AND PROTECT IN PLACE. CONTRACTOR SHALL CONTACT THE LOS ANGELES COUNTY'S TRAFFIC SIGNAL MAINTENANCE DEPARTMENT AND COORDINATE THE WORK.
16. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AND PROTECT ALL EXISTING FACILITIES AND UTILITIES IN PLACE UNLESS OTHERWISE NOTED.
17. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO ALL ENTRIES/DRIVEWAYS/GARAGES AND PARKING LOTS DURING THE WORKING DAY TO THE SATISFACTION OF CITY OF MONTEBELLO. THE CONTRACTOR SHALL GIVE COURTEOUS NOTICE (KNOCK ON DOOR) TO AN ADJACENT PROPERTY IMMEDIATELY PRIOR TO BLOCKING ENTRY/DRIVEWAY/GARAGE ACCESS. PEDESTRIAN ACCESS IS TO BE PROVIDED AND MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION 7-10.4.1 OF THE STANDARD SPECIFICATIONS IN REGARD TO SAFETY ORDERS.
18. AT NO TIME IS ANY BUSINESS OR RESIDENT TO BE WITHOUT ACCESS TO THEIR PROPERTY UNLESS OTHERWISE APPROVED BY THE CITY OF MONTEBELLO. THE CONTRACTOR SHALL RAMP OR PLATE DRIVEWAYS AT THE END OF EACH DAY AS REQUIRED.
19. A PERMIT IS REQUIRED FOR ALL WORK ON CITY STREET. THE CITY WILL ISSUE A "NO FEE" PERMIT TO THE CONTRACTOR. SHOULD THE CONTRACTOR OPERATION INVOLVE ANOTHER AGENCY'S JURISDICTION OR INFRASTRUCTURE A PERMIT AND INSPECTION SHOULD BE OBTAINED THEREFOR FROM THAT AGENCY. THERE MAY BE A FEE THEREFOR.
20. THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS (TWO WORKING DAYS) PRIOR TO STARTING WORK ON THE PROJECT. ALL WORK SHALL BE SUBJECT TO CITY INSPECTION. WORK NOT DONE IN THE PRESENCE OF CITY INSPECTOR IS SUBJECT TO REJECTION.
21. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. DISCHARGES OF MATERIAL OTHER THAN STORM WATER ARE ALLOWED ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATIONS 40 CFR PARTS 117 AND 302. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING; AND SUPER CHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORM WATER RUN-OFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
22. ALL MANHOLES, VALVE BOXES AND SIMILAR APPURTENANT STRUCTURES SHALL BE LEFT BELOW SUBGRADE DURING PAVING AND THE CONTRACTOR SHALL RAISE SAID STRUCTURES TO FINISHED GRADE AFTER PAVING AND MAKE NECESSARY REPAIRS TO PAVEMENT.
23. ALL EXISTING STREET INTERSECTIONS ARE TO BE OPEN FOR TRAFFIC AT THE END OF EACH WORKING DAY.

GENERAL NOTES (CONTINUED):

24. CONTRACTOR SHALL MAINTAIN DUST CONTROL AND DIRT TRACKING PREVENTION AT ALL TIMES BY SWEEPING PAVED AREAS. DUST FROM EXPOSED UNPAVED AREAS SHALL BE CONTROLLED BY WATERING USING RECLAIMED WATER, IF AVAILABLE. NO WATER USED FOR CONSTRUCTION OR OTHER DEBRIS SHALL ENTER THE STORM DRAIN SYSTEM.
25. THE LAND SURVEYORS ACT, SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE, AND SECTIONS 732.05, 1402-5, 1810-5 OF THE STREETS AND HIGHWAY CODE REQUIRE THAT EXISTING SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED. IF DAMAGED THEY ARE TO BE REPLACED AND A RECORD OF SURVEY IS TO BE PREPARED BY THE CONTRACTOR'S SURVEYOR AND FILED WITH THE CITY OF MONTEBELLO AND THE COUNTY SUPERVISOR.
26. ALL NECESSARY MATERIALS & COMPACTION TESTING RELATED TO STREET WORK IS TO BE ARRANGED FOR THE CITY USING A TESTING LABORATORY APPROVED BY THE CITY, PER BID ITEM.
27. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMAL INCONVENIENCE TO THE PUBLIC.
28. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS OR OCCUPANTS OF THE PROPOSED IMPROVEMENTS FRONTING THEIR PROPERTY PER SECTION 400-1 OF THE STANDARD SPECIFICATIONS.
29. TREES, FOLIAGE, SIGNS, PARKING METERS AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS, PUBLIC OR PRIVATE, SHALL BE REPLACED IN KIND.
30. CONTRACTOR SHALL NOTIFY ALL AFFECTED BUSINESSES AND RESIDENTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS BEFORE START OF ANY SPECIFIED CONSTRUCTION.
31. NO STORAGE OF MATERIALS OR EQUIPMENT SHALL BE ALLOWED OVERNIGHT WITHIN PUBLIC RIGHT-OF-WAY. A TEMPORARY USE PERMIT (T.U.P.) APPLICATION MUST BE OBTAINED FROM THE CITY OF MONTEBELLO PRIOR TO STORAGE OF ANY EQUIPMENT OF MATERIALS ON PUBLIC OR PRIVATE PROPERTY WITHIN THE MONTEBELLO CITY LIMITS DURING DAY TIME.
32. TRAFFIC CONTROL SHALL BE PROVIDED AT ALL TIMES IN ACCORDANCE WITH THE LATEST CALIFORNIA MUTCD SUPPLEMENT AND TRAFFIC CONTROL PLAN TO BE PREPARED BY CONTRACTOR AND APPROVED BY CITY.
33. THE PRIME CONTRACTOR MUST HOLD A VALID CLASS "A" LICENSE ISSUED BY THE STATE OF CALIFORNIA.
34. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES 2 FULL WORKING DAYS PRIOR TO STARTING ANY WORK:
- | | |
|---------------------------|---------------------------|
| CITY ENGINEERING DIVISION | - (323) 887-1200 EXT. 460 |
| POLICE DEPARTMENT | - (323) 887-1313 |
| FIRE DEPARTMENT | - (323) 887-4510 |
| PUBLIC TRANSIT | - (323) 558-1625 |
35. AS-BUILTS OF THE COMPLETED PROJECT SHALL BE SUBMITTED FOR APPROVAL OF THE CITY OF MONTEBELLO.

STORM WATER POLLUTION REQUIREMENT:

- STORM WATER POLLUTION CONTROL REQUIREMENTS FOR STREET, SEWER, AND STORM DRAIN CONSTRUCTION
- A. BEST MANAGEMENT PRACTICES (BMP) FOR CONSTRUCTION ACTIVITIES
- THE FOLLOWING IS INTENDED AS AN ATTACHMENT FOR CONSTRUCTION AND REPRESENTS THE MINIMUM STANDARDS OF GOOD HOUSEKEEPING WHICH MUST BE IMPLEMENTED ON ALL CONSTRUCTION SITES, REGARDLESS OF SIZE.
1. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEETFLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
2. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
3. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS SHALL NOT BE WASHED INTO THE DRAINAGE SYSTEM.
4. EXCESS OR WASTE CONCRETE SHALL NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
5. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
6. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEP UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
7. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
- B. THE FOLLOWING BMPS AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICES HANDBOOK, CALIFORNIA STORM WATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA (LATEST EDITION), MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS).
- | | | | |
|-------|-------------------------------------|-------|---------------------------------------|
| CA40 | EMPLOYEE TRAINING | TC-1 | STABILIZED CONSTRUCTION ENTRANCE/EXIT |
| EC-1 | SCHEDULING | TC-3 | ENTRANCE/OUTLINE TIREWASH |
| EC-2 | PRESERVATION OF EXISTING VEGETATION | WE-1 | WIND EROSION CONTROL |
| NS-1 | WATER CONSERVATION PRACTICES | WM-1 | MATERIAL DELIVERY AND STORAGE |
| NS-3 | PAVING OPERATIONS | WM-2 | MATERIAL USE |
| NS-7 | POTABLE WATER/IRRIGATION | WM-3 | STOCKPILE MANAGEMENT |
| NS-8 | VEHICLE AND EQUIPMENT CLEANING | WM-4 | SPILL PREVENTION AND CONTROL |
| NC-9 | VEHICLE AND EQUIPMENT FUELING | WM-5 | SOLID WASTE MANAGEMENT |
| NS-10 | VEHICLE AND EQUIPMENT MAINTENANCE | WM-6 | HAZARDOUS WASTE MANAGEMENT |
| NS-12 | CONCRETE CURING | WM-7 | CONTAMINATED SOIL MANAGEMENT |
| NS-13 | CONCRETE FINISHING | WM-8 | CONCRETE WASTE MANAGEMENT |
| SE-7 | STREET SWEEPING AND VACUUMING | WM-9 | SANITARY/SEPTIC WASTE MANAGEMENT |
| SE-8 | SAND BAG BARRIER | SE-10 | STORM DRAIN INLET PROTECTION |
| SC-21 | VEHICLE AND EQUIPMENT CLEANING | SC-20 | VEHICLE AND EQUIPMENT FUELING |
| SC-22 | VEHICLE AND EQUIPMENT REPAIRS | | |

GENERAL STRIPING, MARKING, AND SIGNING NOTES:

1. REMOVAL, ADJUSTMENTS, AND/OR RELOCATION OF EXISTING TRAFFIC SIGNAL, SIGN, STRIPING, ETC. SHALL BE DONE ONLY UPON APPROVAL OF THE CITY'S TRAFFIC ENGINEER.
2. ALL TRAFFIC SIGNALS AND SAFETY LIGHTING ARE TO BE MAINTAINED OPERATIONAL TO MEET CITY OF MONTEBELLO TRAFFIC SIGNAL SPECIFICATIONS.
3. ANY EXISTING TRAFFIC LOOP DETECTORS OR TRAFFIC STRIPING ON PAVEMENT THAT IS DAMAGED DURING CONSTRUCTION, SHALL BE REPLACED TO THE SATISFACTIONS OF THE CITY TRAFFIC ENGINEER.
4. ANY TRAFFIC SIGNAL WORK TO BE DONE BY AN ELECTRICAL CONTRACTOR SPECIALIZING IN TRAFFIC SIGNAL CONSTRUCTION WHO HAS A STATE LICENSE THEREFOR MUST BE APPROVED BY THE CITY OF MONTEBELLO.
5. PERMITS TO PERFORM WORK WITHIN THE PUBLIC RIGHT-OF-WAY MUST BE OBTAINED FROM THE CITY OF MONTEBELLO. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY MUST BE PERFORMED BY A CONTRACTOR HOLDING A VALID STATE OF CALIFORNIA CONTRACTOR'S LICENSE AND CITY OF MONTEBELLO BUSINESS LICENSE, SUFFICIENT TO QUALIFY THE CONTRACTOR/SUBCONTRACTOR TO DO WORK. CONTRACTOR MUST HAVE ON FILE WITH THE CITY OF MONTEBELLO A CERTIFICATION OF INSURANCE.
6. CONTRACTOR SHALL PHOTOGRAPH/VIDEO THE EXISTING STRIPING AND CURB MARKINGS BEFORE REMOVAL TO PROVIDE A RECORD FOR USE IN RESTORING STRIPING AND CURB MARKING UPON COMPLETION OR PAVING WORK. COPY OF PICTURES/VIDEO IN CD ROM SHALL BE GIVEN TO CITY TRAFFIC ENGINEER BEFORE INSTALLING NEW STRIPING AND CURB MARKINGS.
7. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS (LATEST EDITION).
8. ALL TRAFFIC LINES AND PAVEMENT MARKINGS FOR ROADWAYS SHALL BE INSTALLED WITH THERMOPLASTIC.
9. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING. REMOVAL OF RAISED PAVEMENT MARKER SHALL BE BY GRINDING. DAMAGED PAVEMENT AND/OR HOLES SHALL BE PATCHED WITH E-PG 64-10 ASPHALT CONCRETE PAVEMENT.
10. LANE WIDTHS SHALL BE MEASURED BETWEEN CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB, FLOW LINE OR EDGE OF PAVEMENT AS APPROPRIATE. BEFORE GRINDING STREET PAVEMENT SURFACE, CONTRACTOR IS TO MEASURE AND VIDEO SURFACE FOR USE IN LATER REPLACEMENT OF LINES IN SAME LOCATIONS ON NEW PAVING.
11. PAINT CURB RED AT INTERSECTIONS AND FIRE HYDRANTS WITHIN THE PROJECT LIMITS.
12. CONTRACTOR SHALL REPAINT ALL EXISTING STRIPING AND MARKINGS 100 FEET IN EACH DIRECTION ON ALL INTERSECTIONS ADJACENT TO THE PROPOSED IMPROVEMENTS.
13. THE CONTRACTOR SHALL REPAINT ANY EXISTING PAINTED CURBS AND PROPERTY NUMBERS WITHIN THE PROJECT LIMITS WITH THE SAME COLOR PAINT.

LIST OF STANDARD DRAWINGS:

SPPWC STANDARD PLANS

2021 EDITION:

- | | |
|-------|--|
| 110-2 | DRIVEWAY APPROACHES |
| 111-5 | CURB RAMP |
| 112-2 | CURB AND SIDEWALK JOINTS |
| 113-2 | SIDEWALK AND DRIVEWAY REPLACEMENT |
| 120-2 | CURB AND GUTTER - BARRIER |
| 122-2 | CROSS AND LONGITUDINAL GUTTERS |
| 130-3 | ALLEY INTERSECTION |
| 132-4 | CONCRETE PAVEMENT REPLACEMENT |
| 133-4 | ASPHALT CONCRETE PAVEMENT REPLACEMENT |
| 134-3 | CONCRETE PAVEMENT JOINT DETAILS |
| 200-4 | PRECAST CONCRETE SEWER MANHOLE |
| 205-3 | SEWER MANHOLE ADJUSTMENT |
| 206-2 | MANHOLE RAISING RINGS |
| 208-3 | BREAK INTO EXISTING MANHOLES |
| 210-4 | 24" MANHOLE FRAME AND COVER - LOCKING TYPE |
| 222-2 | HOUSE CONNECTION SEWER |
| 224-3 | SUPPORT FOR CONDUITS ACROSS TRENCHES |
| 635-3 | STEEL STEP |

ABBREVIATIONS:

- | | |
|--------|------------------------------|
| AC | - ASPHALT CONCRETE |
| BCR | - BEGINNING OF CURB RETURN |
| BW | - BACK OF WALK |
| CAB | - CRUSHED AGGREGATE BASE |
| CB | - CATCH BASIN |
| CL | - CENTERLINE |
| C&G | - CURB AND GUTTER |
| CMB | - CRUSHED MISCELLANEOUS BASE |
| DWY | - DRIVEWAY |
| ECAB | - ELECTRICAL CABINET |
| ECR | - END OF CURB RETURN |
| EG | - EDGE OF GUTTER |
| EL | - ELEVATION |
| EX | - EXISTING |
| FFH | - FIRE HYDRANT |
| FL | - FLOW LINE |
| FS | - FINISHED SURFACE |
| GB | - GRADE BREAK |
| GW | - GUY WIRE |
| PB | - PULLBOX |
| PCC | - PORTLAND CEMENT CONCRETE |
| PL | - PROPERTY LINE |
| PP | - POWER POLE |
| RL | - RED LIGHT |
| R/W | - RIGHT-OF-WAY |
| SDMH | - STORM DRAIN MANHOLE |
| SSMH | - SANITARY SEWER MANHOLE |
| STA | - STATION |
| STR GR | - STRAIGHT GRADE |
| TC | - TOP OF CURB |
| VAR | - VARIES |
| WM | - WATER METER |
| WV | - WATER VALVE |

LOS ANGELES COUNTY SANITATION

DISTRICT (LACSD) GENERAL NOTES:

1. NO CONNECTION FOR THE DISPOSAL OF INDUSTRIAL WASTES SHALL BE MADE TO SEWERS SHOWN ON THESE PLANS UNTIL A PERMIT FOR INDUSTRIAL WASTEWATER DISCHARGE HAS BEEN ISSUED BY LACSD FOR SAID CONNECTION.
2. LACSD WILL NOT OWN/OPERATE ANY FACILITIES SHOWN ON THE PLANS UNLESS ALREADY OWNED BY LACSD OR UNLESS OTHERWISE SPECIFIED OR NOTED ON THESE PLANS.
3. SEE LACSD MANHOLE CONNECTION DETAIL ON THESE SEWER PLANS.
4. ALL WORK INVOLVING LACSD SEWERS OR MANHOLES SHALL BE IN ACCORDANCE WITH THE LATEST APPROVED EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (GREENBOOK) AND LACSD "AMENDMENTS TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND STANDARD DRAWINGS FOR CONSTRUCTION". AN ELECTRONIC COPY OF THE AMENDMENTS AND STANDARD DRAWINGS CAN BE DOWNLOADED FROM THE LACSD WEBSITE AT WWW.LACSD.ORG
5. LACSD IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATING TO THE WORK ON THESE SEWER PLANS. THE PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS LACSD FROM ANY CLAIMS, DAMAGE, OR LOSSES RELATING TO THE WORK ON THESE SEWER PLANS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO LACSD FACILITIES AT ITS EXPENSE.

GENERAL SEWER NOTES

1. THE CONTRACTOR SHALL PROVIDE SURVEY STAKES ON THE PROPERTY LINE OR PROPERTY LINES PRODUCED AT RIGHT ANGLES TO THE SEWER LINE AT THE CENTERLINE OF EACH MANHOLE.
2. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SEALS ENCLOSURES, FORCED VENTILATION OR OTHER DEVICES AS NECESSARY TO PREVENT ODOR NUISANCE AND SOLID OBJECTS FROM ENTERING THE EXISTING SEWER MAIN DURING CONSTRUCTION.
3. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATIONS, OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES WITHIN THE LIMITS OF THIS PROJECT.
4. SHOULD ANY OF THE EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED SEWER LINE, THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS INSPECTOR AND AWAIT THE RELOCATION AND/OR ALTERNATE DESIGN.
5. THE CONTRACTOR SHALL PROTECT IN PLACE ALL EXISTING IMPROVEMENTS OR UTILITY FACILITIES, ADJACENT PROPERTY, AND TREES AND SHRUBBERY THAT ARE NOT TO BE REMOVED CONTRACTOR SHALL NOTIFY U.S.A. PRIOR TO ENTERING PROJECT SITE.
6. TRENCH BACKFILL AND PAVEMENT RESTORATION SHALL BE PER CITY OF MONTEBELLO STANDARD PLAN 160A AND TO MEET THE CITY PUBLIC WORKS REQUIREMENTS IN ACCORDANCE WITH THE PERMITS.
7. ALL BACKFILL AND FILLS OUTSIDE OF THE STREET RIGHT OF WAY SHALL BE COMPACTED TO 90 PERCENT OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM SOIL COMPACTION TEST D 1557-78, METHOD "D", UNLESS OTHERWISE SPECIFIED. THIS SHALL BE CERTIFIED BY A QUALIFIED CIVIL ENGINEER. THIS CERTIFICATION SHALL BE SUBMITTED TO THE ENGINEERING DIVISION OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF MONTEBELLO PRIOR TO THE ACCEPTANCE OF THE WORK BY THE CITY.
8. ALL SEWERS ARE TO BE TESTED FOR LEAKAGE PER SECTION 306-1.4 OF THE "SPPWC" AND "SPECIAL PROVISIONS FOR THE CONSTRUCTION OF SANITARY SEWER" IF APPLICABLE.
9. ALL HOUSE LATERALS SHALL BE PVC PLASTIC PIPE AND SIX-INCHES (6") IN DIAMETER UNLESS NOTED AS OTHERWISE.
10. ALL WYES AND/OR HOUSE LATERALS ARE TO BE LOCATED AT LEAST 5 FEET APART, AND WHEN POSSIBLE, NOT CLOSER THAN 5 FEET TO ANY MANHOLE.
11. BACKWATER VALVES SHALL BE INSTALLED PER SECTIONS 710.1 OF THE UNIFORM PLUMBING CODE.
12. WYES SHALL BE CONSTRUCTED WITHIN ONE PIPE LENGTH OF THE STATION SHOWN ON THE PLANS.
13. THE CONTRACTOR SHALL SECURE APPROVAL FROM THE PUBLIC WORKS INSPECTOR BEFORE BACKFILLING OVER ANY WYES.
14. VERIFY BY FIELD SURVEY ALL ELEVATIONS USED FOR BASIS OF DESIGN.
15. NO WASTE SHALL BE DISCHARGED INTO THE SEWER UNTIL AN APPROVED SUITABLE OUTLET IS CONSTRUCTED.

GENERAL CONSTRUCTION NOTES

1. PROVIDE ACCESS AT ALL TIMES AND PROTECT-IN-PLACE EXISTING UTILITIES.
2. PROTECT-IN-PLACE EXISTING SURFACE AND UNDERGROUND UTILITIES, POLES, VALVES, COVERS, AND OTHER MISCELLANEOUS FACILITIES, UNLESS OTHERWISE INDICATED.
3. BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT BY CALLING 811, AT LEAST 72 HOURS IN ADVANCE.
4. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO START OF FIELD REMOVALS.
5. THE CONTRACTOR SHALL VERIFY WITH THE CITY ENGINEER THE EXACT LIMITS AND LOCATION OF SAWCUTTING TO REMOVE AND REPLACE CONCRETE WALK AND PAVEMENT.
6. GRIND OFF AC SURFACE FROM EXISTING EDGE OF CONCRETE GUTTER, HAUL AWAY AND DISPOSE
7. SPRAY WEEDS AND GRASS KILLER IN SIDEWALK JOINTS AND PAVEMENT WITHIN THE CONSTRUCTION AREA.

NOTICE TO CONTRACTOR:

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN IN OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS, THE U.S. DEPARTMENT OF LABOR, AND WITH THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS". THE CITY ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTOR OR SUBCONTRACTOR'S COMPLIANCE WITH SAID REGULATIONS AND ORDERS. CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO THE NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE CITY AND CITY ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

J:\MONTEBELLO\22-001079 AS-NEEDED SVCS\TO15-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\02_G-1.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE: _____

REVIEWED BY:

CITY ENGINEER	DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

Sheet Number:

G-1

Sheet 2 of 30

REMOVAL NOTES:

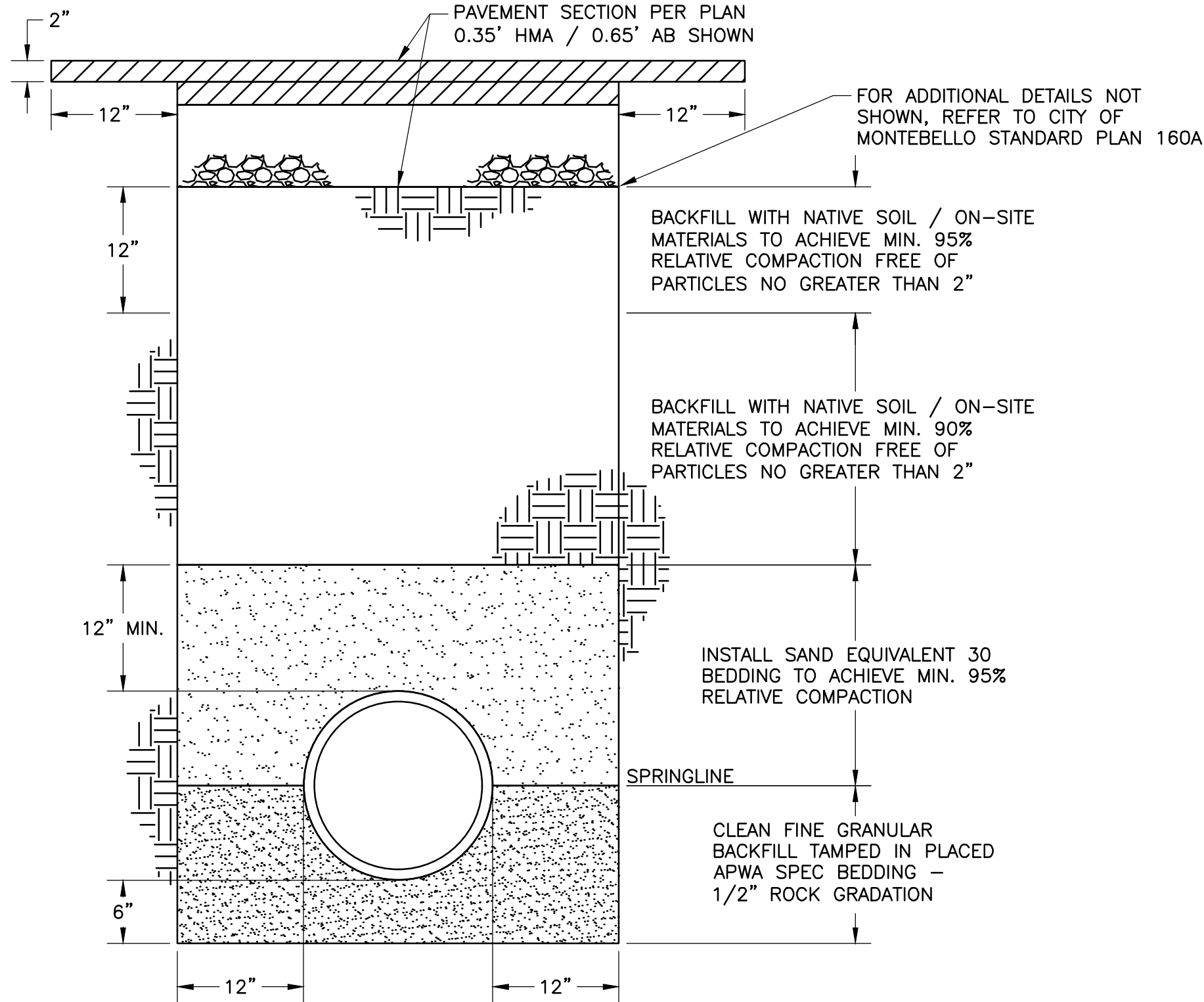
- 1
- PROTECT-IN-PLACE
- 2
- REMOVE EXISTING 8" VCP SEWER
- 3
- REMOVE EXISTING 8" CI SEWER
- 4
- REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
- 5
- ABANDON EXISTING SEWER PER SPECIFICATIONS
- 6
- SAWCUT AND REMOVE EXIST PCC CROSS GUTTER
- 7
- SAWCUT AND REMOVE PCC LONGITUDINAL GUTTER
- 8
- REMOVE EXIST TRAFFIC LOOP
- 9
- COLD MILL EXISTING AC PAVEMENT (2")
- 10
- SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE
- 11
- SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 12
- SAWCUT AND REMOVE EXIST PCC DRIVEWAY APPROACH
- 13
- SAWCUT AND REMOVE EXIST AC PAVEMENT, 24" WIDTH FROM PROPOSED GUTTER
- 14
- ABANDON EXISTING LACSD MANHOLE PER LACSD STD. S-a-218

SIGNING & STRIPING NOTES:

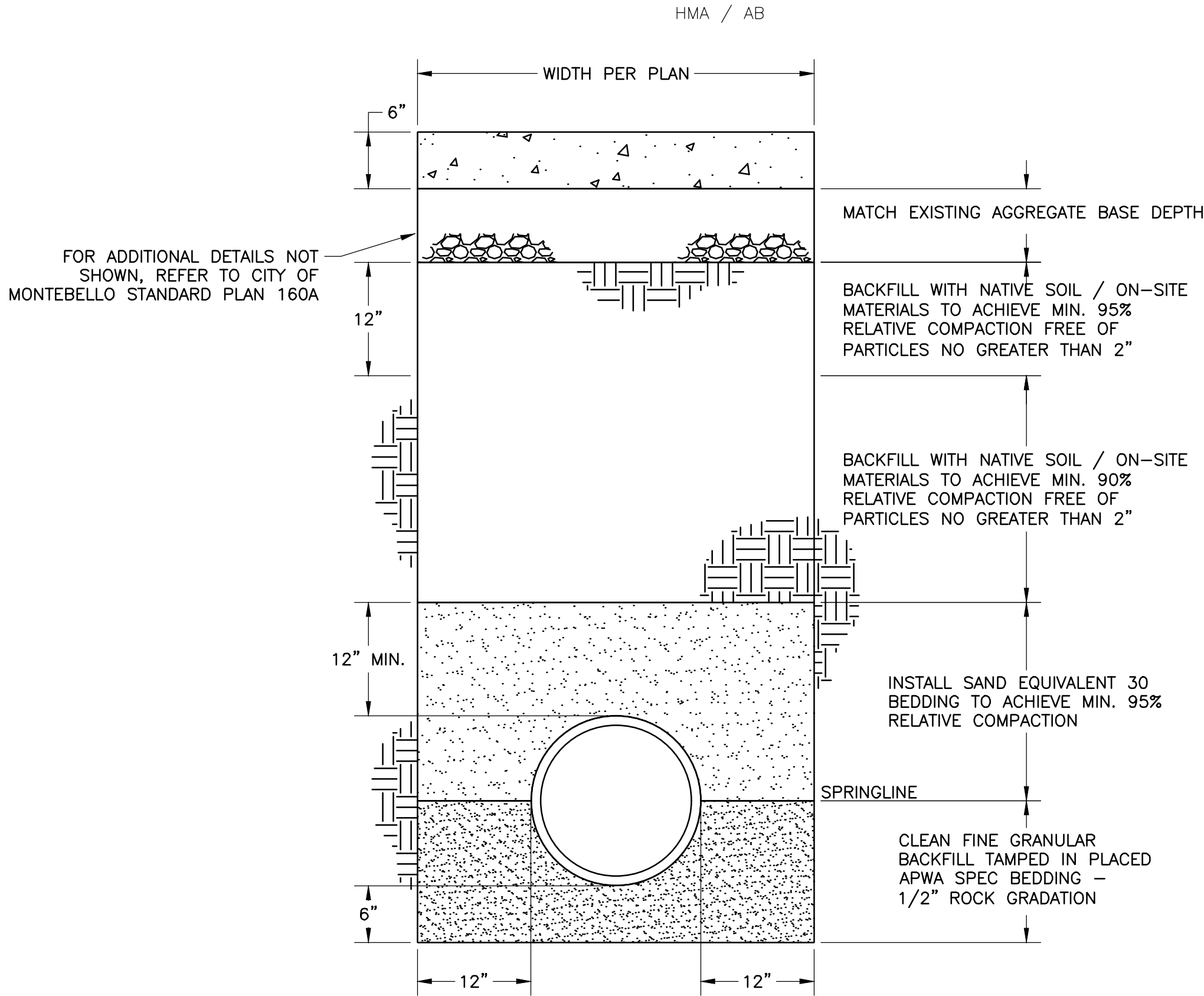
- INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- INSTALL LOOP DETECTORS IN KIND AND CONNECT TO DLC PER CALTRAN STD. PLANS ES-5A & ES5B
- INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THROUGH A20H
- EXISTING SIGN TO REMAIN
- REMOVE AND REPLACE EXISTING SIGN AND POST

CONSTRUCTION NOTES:

- 1
- CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2
- INSTALL 10" PVC SDR-35 SEWER PIPE
- 3
- INSTALL 12" PVC SDR-35 SEWER PIPE
- 4
- CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
- 5
- CONSTRUCT PVC SEWER PIPE 4 LF MINIMUM BEYOND THE LIMITS OF REMOVED SEWER MANHOLE. CONNECT TO EXISTING SEWER MATCHING LINE AND GRADE. SIZE PER PLAN.
- 6
- CONSTRUCT SEWER MANHOLE TYPE "D" PER LACSD STANDARD PLAN S-a-204
- 7
- CONNECT EXISTING SEWER LATERAL TO PROPOSED SEWER MAIN PER SPPWC STANDARD PLAN 222-2. EXACT LOCATION OF SEWER LATERAL TO BE FIELD VERIFIED.
- 8
- BREAK INTO EXISTING SEWER MANHOLE PER SPPWC STANDARD PLAN 208-3.
- 9
- ADJUST MANHOLE TO GRADE
- 10
- ADJUST TO GRADE, UTILITY PER PLAN
- 11
- RECHANNELIZE EXISTING SEWER BASE PER DETAIL ON SD-3.
- 12
- CONSTRUCT BRICK AND MORTAR PLUG
- 20
- CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 21
- CONSTRUCT 0.35' HMA OVER 0.65' AGGREGATE BASE ALLEY PAVEMENT SECTION
- 22
- CONSTRUCT 0.45' HMA OVER 0.85' AGGREGATE BASE STREET PAVEMENT SECTION
- 23
- CONSTRUCT 0.50' OF FULL DEPTH PCC PER SPPWC STD. PLAN 132-4
- 24
- CONSTRUCT CONCRETE CROSS GUTTER PER SPPWC STD. PLAN 122-3
- 25
- CONSTRUCT CONCRETE DRIVEWAY APPROACH PER SPPWC STD. PLAN 110-2 TYPE C
- 26
- CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPPWC 122-3, W=3'
- 27
- CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH PER SPPWC STD. PLAN 130-3
- 28
- MATCH INSTALLED CONCRETE DRIVEWAY WITH EXISTING COLORED CONCRETE AND SCORE LINE PATTERN
- 29
- CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION



SEWER TRENCH BEDDING AND BACKFILL DETAIL



SEWER TRENCH BEDDING AND BACKFILL DETAIL

J:\MONTEBELLO-22-001079 AS-NEEDED SVC'S_1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\03_G-2.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602

DESIGNED BY: TYLER H.

DRAWN BY: JESSECA M.

CHECKED BY: PAT S. DATE:

REVIEWED BY:

CITY ENGINEER

DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

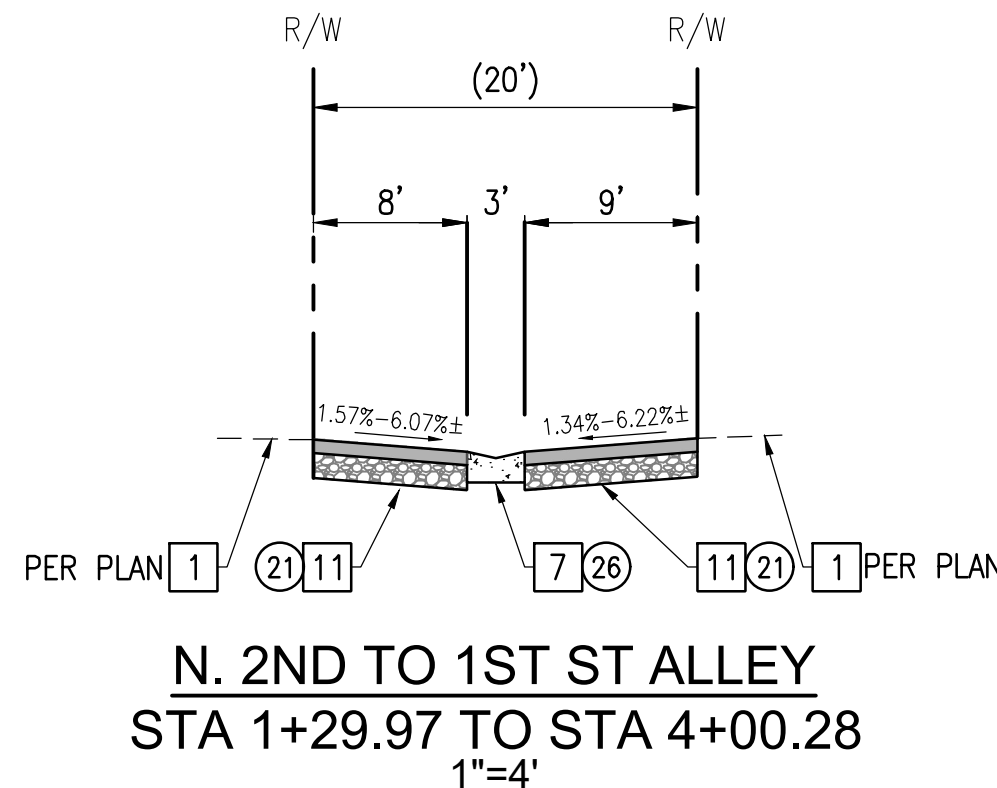
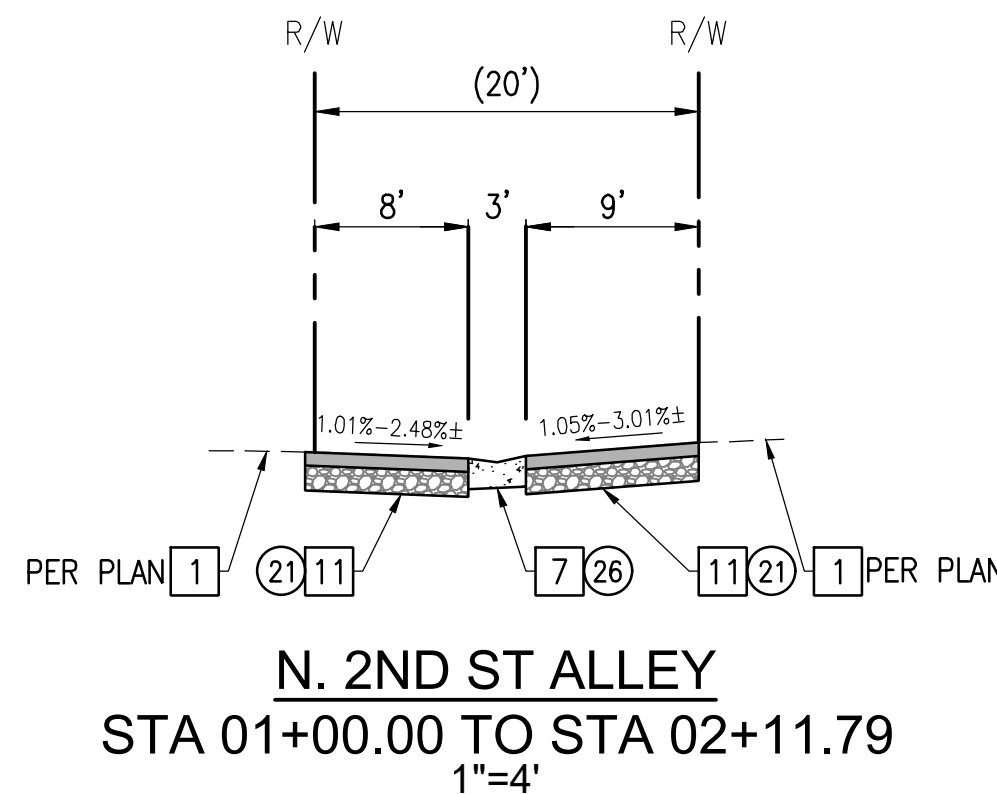
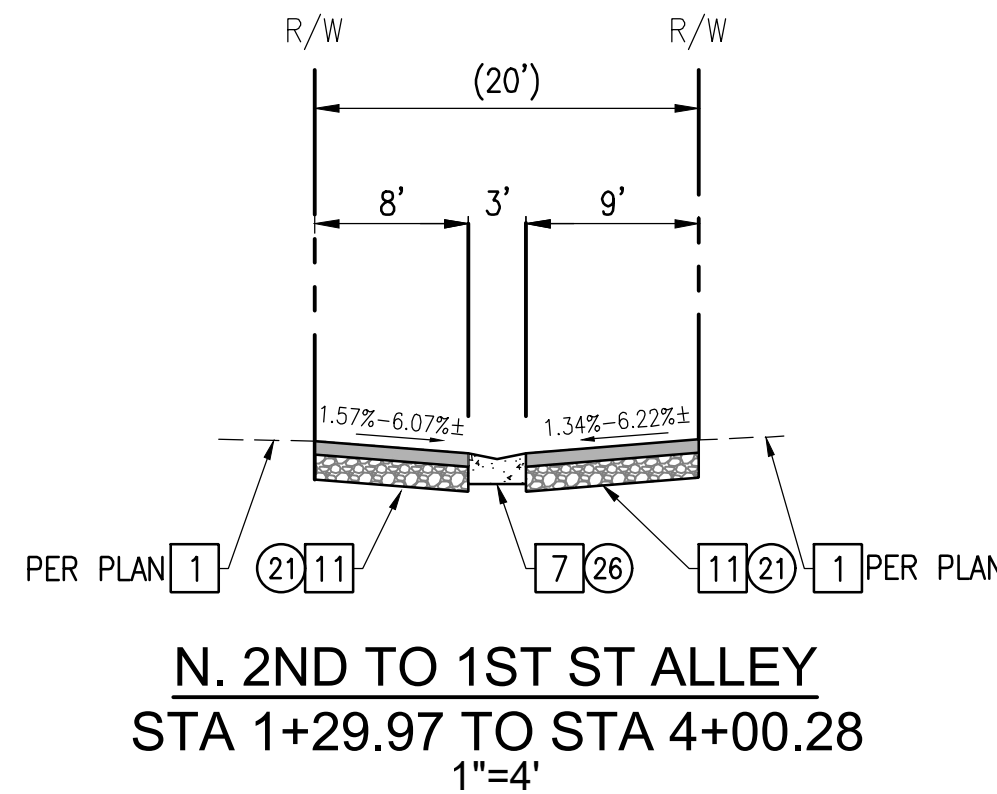
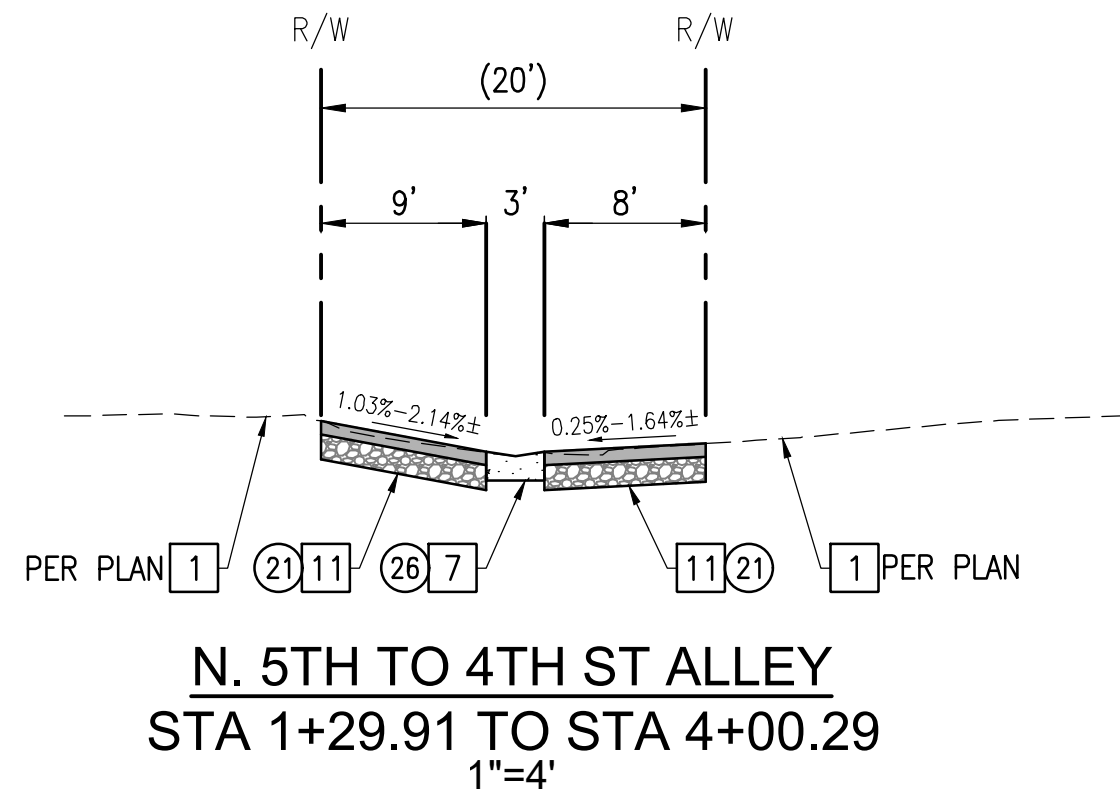
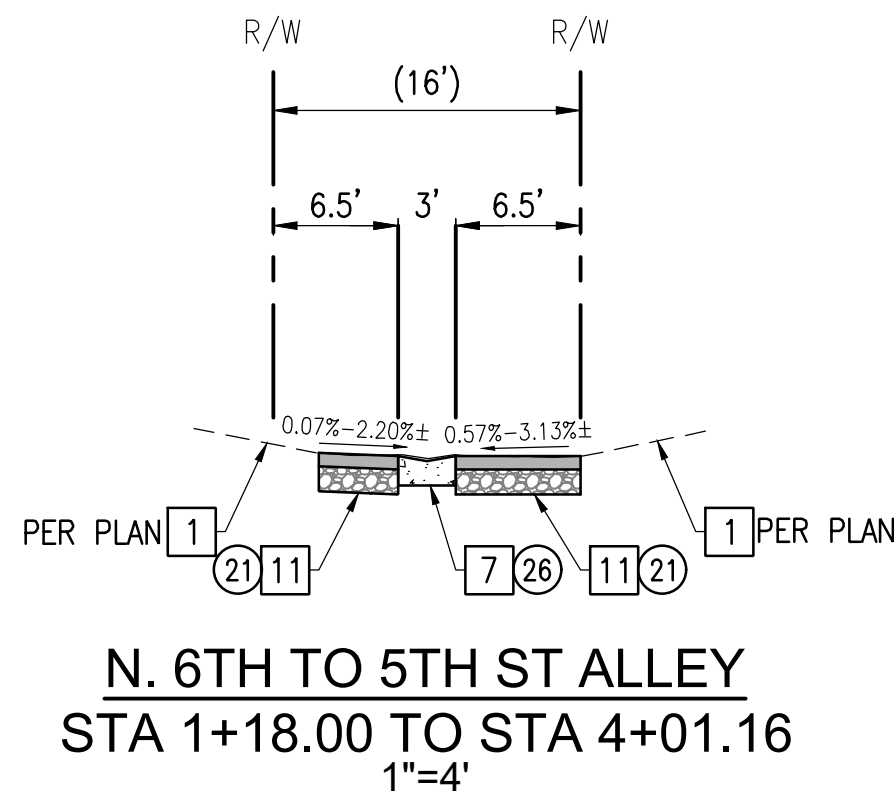
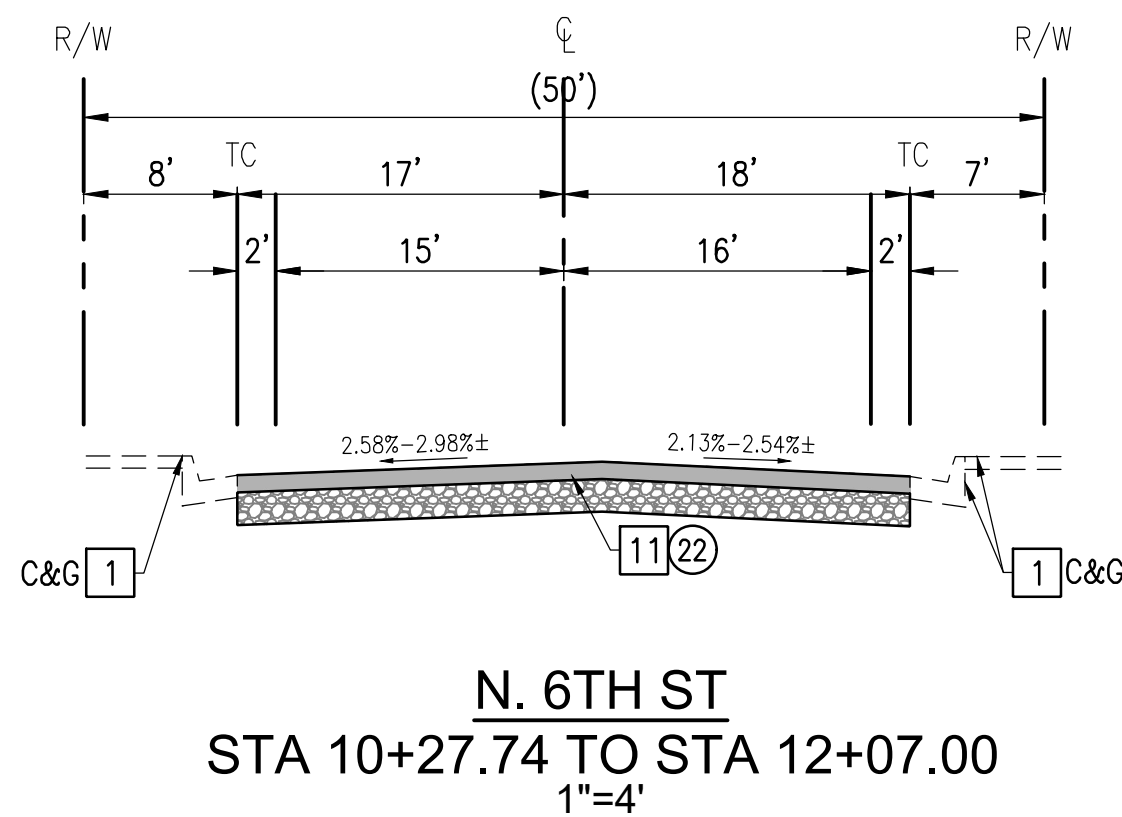
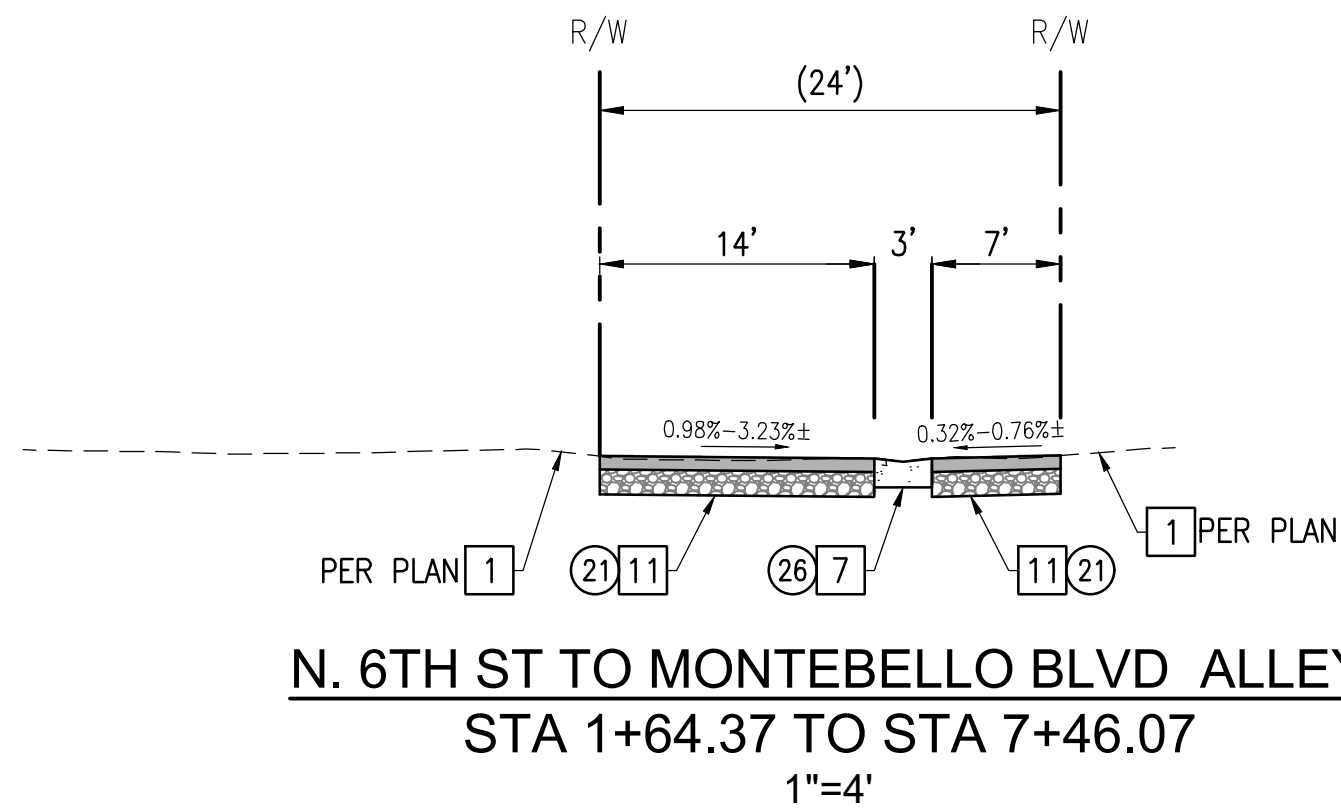
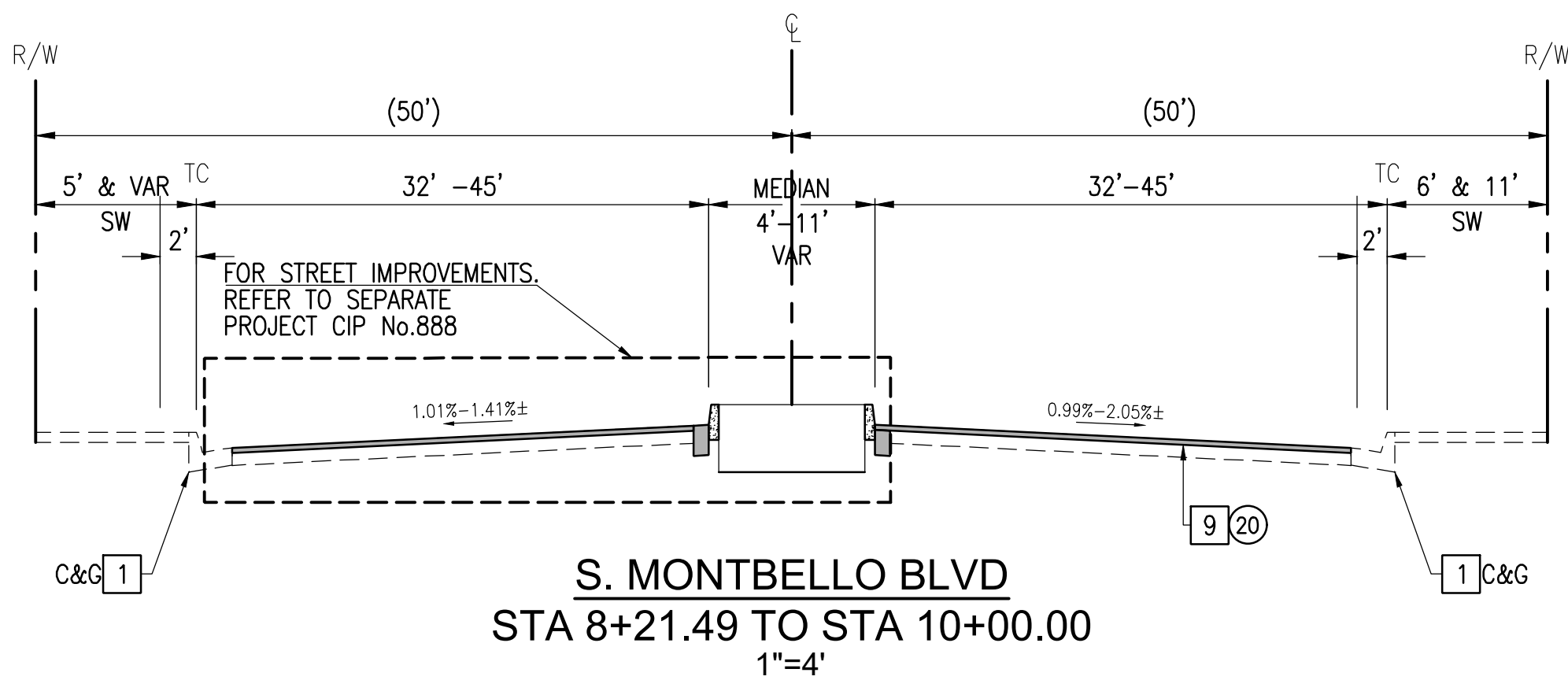
CONSTRUCTION NOTES

Sheet Number:

G-2

Sheet 3 of 30

J:\MONTBELLO-22-00179 AS-NEEDED SVC\1 TO 15-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\04_X-1.DWG



REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 2 REMOVE EXISTING 8" VCP SEWER
- 7 SAWCUT AND REMOVE PCC LONGITUDINAL GUTTER
- 8 COLD MILL EXISTING AC PAVEMENT (2")
- 10 SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE
- 11 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 13 SAWCUT AND REMOVE EXIST AC PAVEMENT, 24" WIDTH FROM PROPOSED GUTTER

CONSTRUCTION NOTES:

- 20 CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 21 CONSTRUCT 0.35' HMA OVER 0.65' AGGREGATE BASE ALLEY PAVEMENT SECTION
- 22 CONSTRUCT 0.45' HMA OVER 0.85' AGGREGATE BASE STREET PAVEMENT SECTION
- 23 CONSTRUCT 0.50' OF FULL DEPTH PCC PER SPPWC STD. PLAN 132-4
- 26 CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPPWC 122-3, W=3'
- 29 CONSTRUCT 7" AC OVER 9" AGGREGATE BASE OVER COMPACTED SUB-BASE WITH 95% COMPACTION

LEGEND:

- PROPOSED CONCRETE
- PROPOSED ASPHALT CONCRETE
- EXISTING AGGREGATE BASE
- EXISTING CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED
- EXISTING

GENERAL NOTE:

1. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS AND IMPROVEMENTS ALONG ALLEY R/W.



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



UNDER THE SUPERVISION OF:
MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

TYPICAL SECTIONS

Sheet Number:

X-1

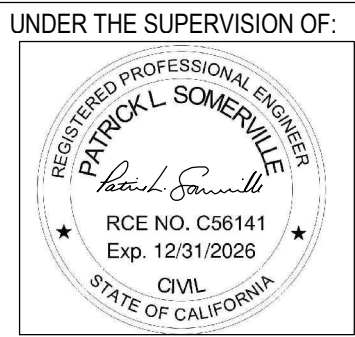
Sheet 4 of 30

J:\MONTBELLO-22-00179 AS-NEEDED SVC\1 TO15-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\05_X-2.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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DESIGNED BY: TYLER H.
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CHECKED BY: PAT S. DATE: _____

REVIEWED BY: _____
CITY ENGINEER _____ DATE _____

DOWNTOWN SEWER REPLACEMENT PROJECT

Sheet Number:

X-2

Sheet 5 of 30

REMOVAL NOTES:

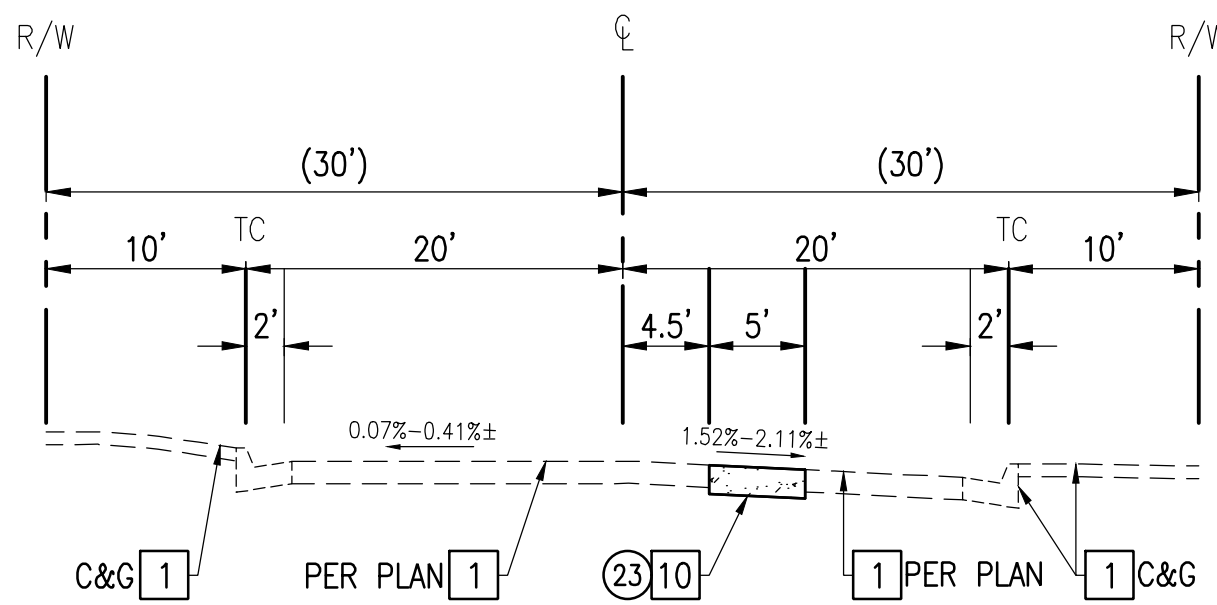
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CONSTRUCTION NOTES:

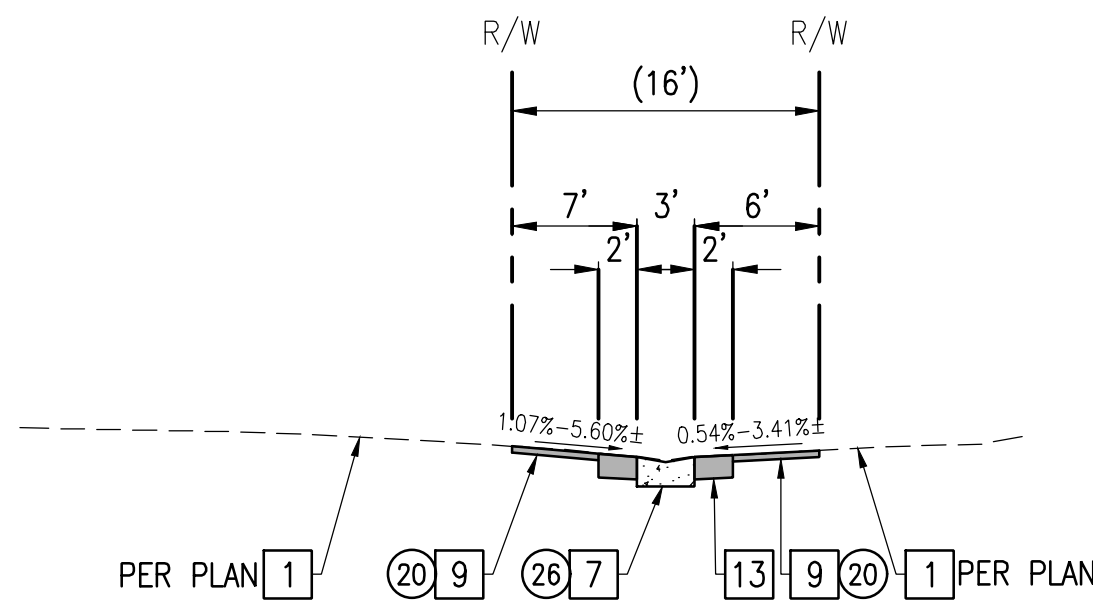
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LEGEND:

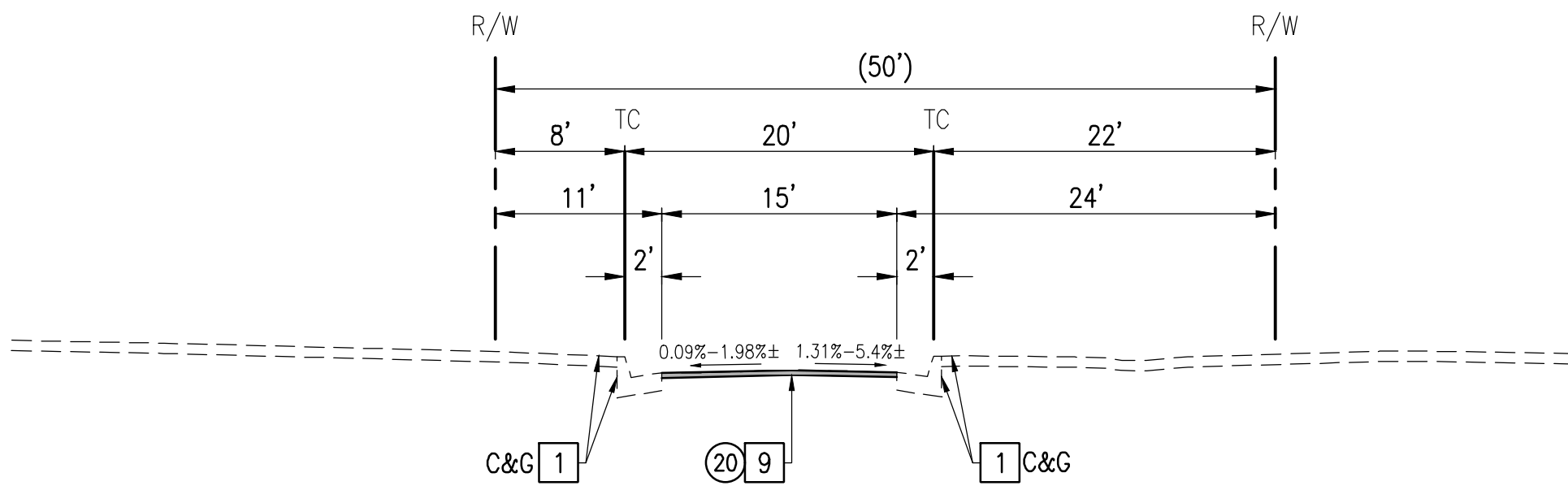
- PROPOSED CONCRETE
- PROPOSED ASPHALT CONCRETE
- EXISTING AGGREGATE BASE
- EXISTING CENTERLINE
- EXISTING RIGHT OF WAY
- PROPOSED
- EXISTING



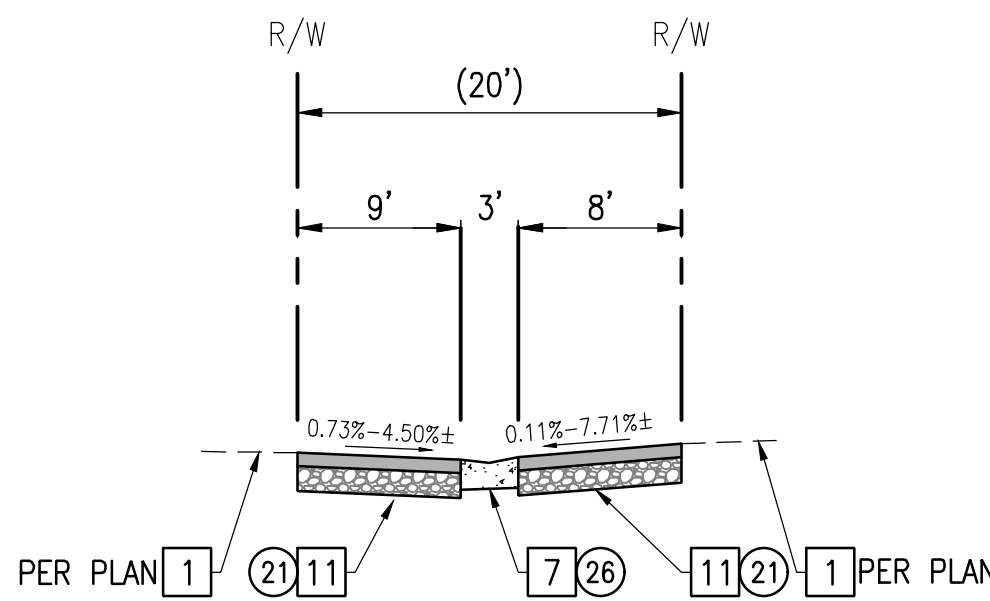
POPLAR WY
STA 10+00.00 TO STA 13+30.16
1"=4'



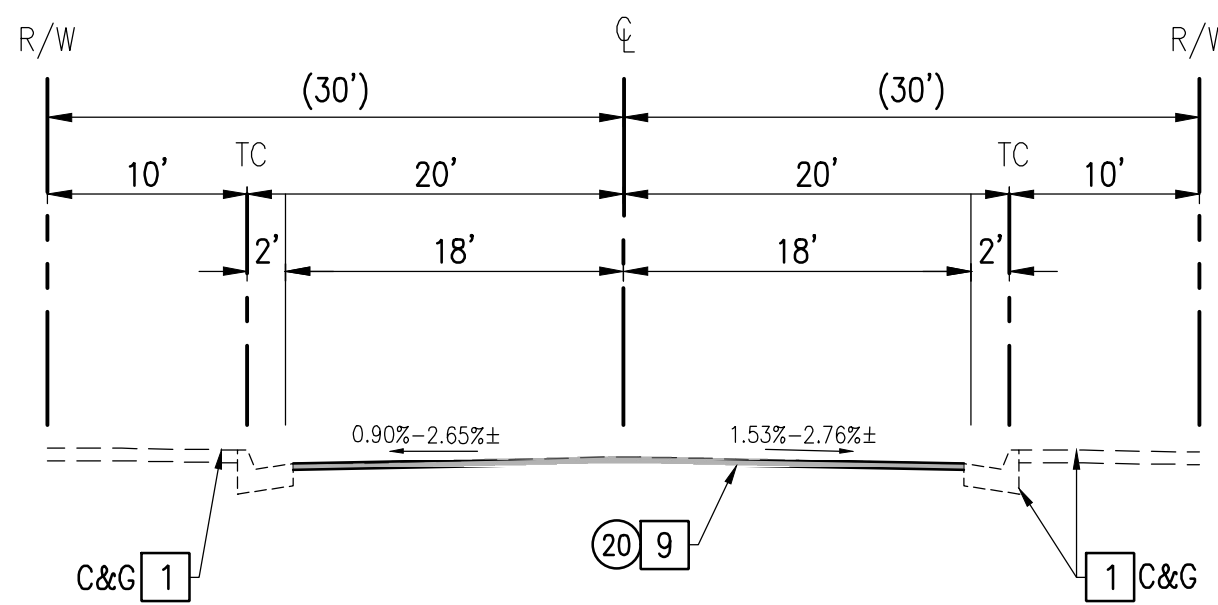
S. 6TH ST TO 5TH ST ALLEY
STA 1+30.02 TO STA 4+00.31
1"=4'



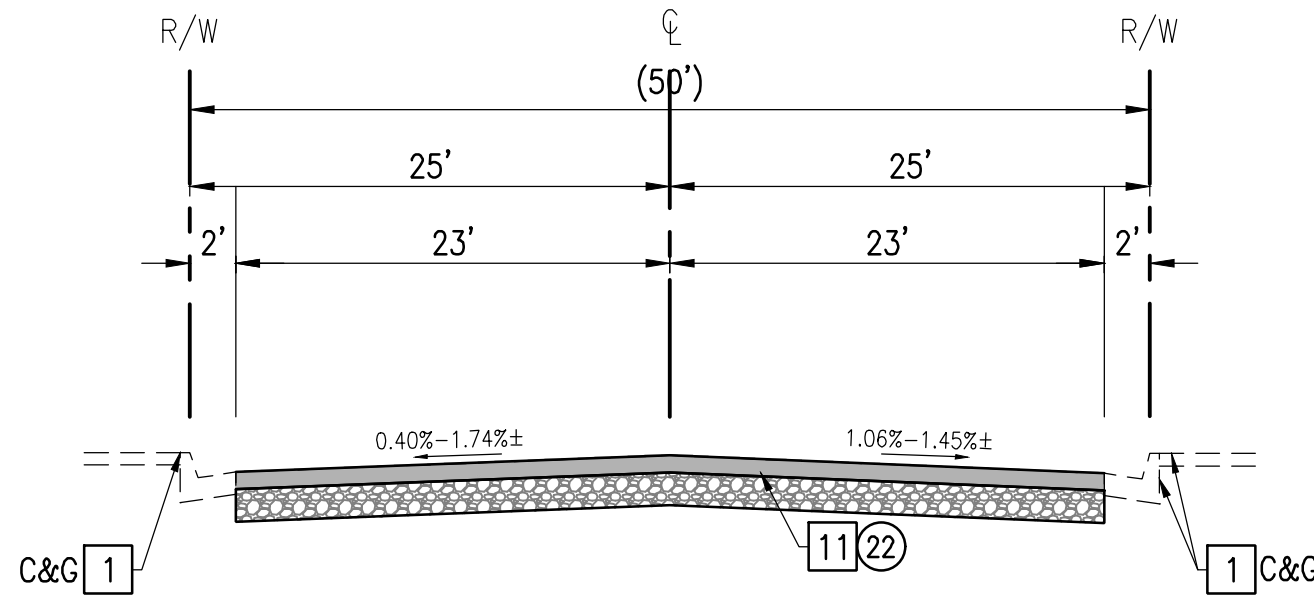
S. 7TH ST
STA 10+47.97 TO STA 12+11.00
1"=4'



S. 5TH ST TO BLUFF RD ALLEY
STA 1+29.21 TO STA 13+90.70
1"=4'

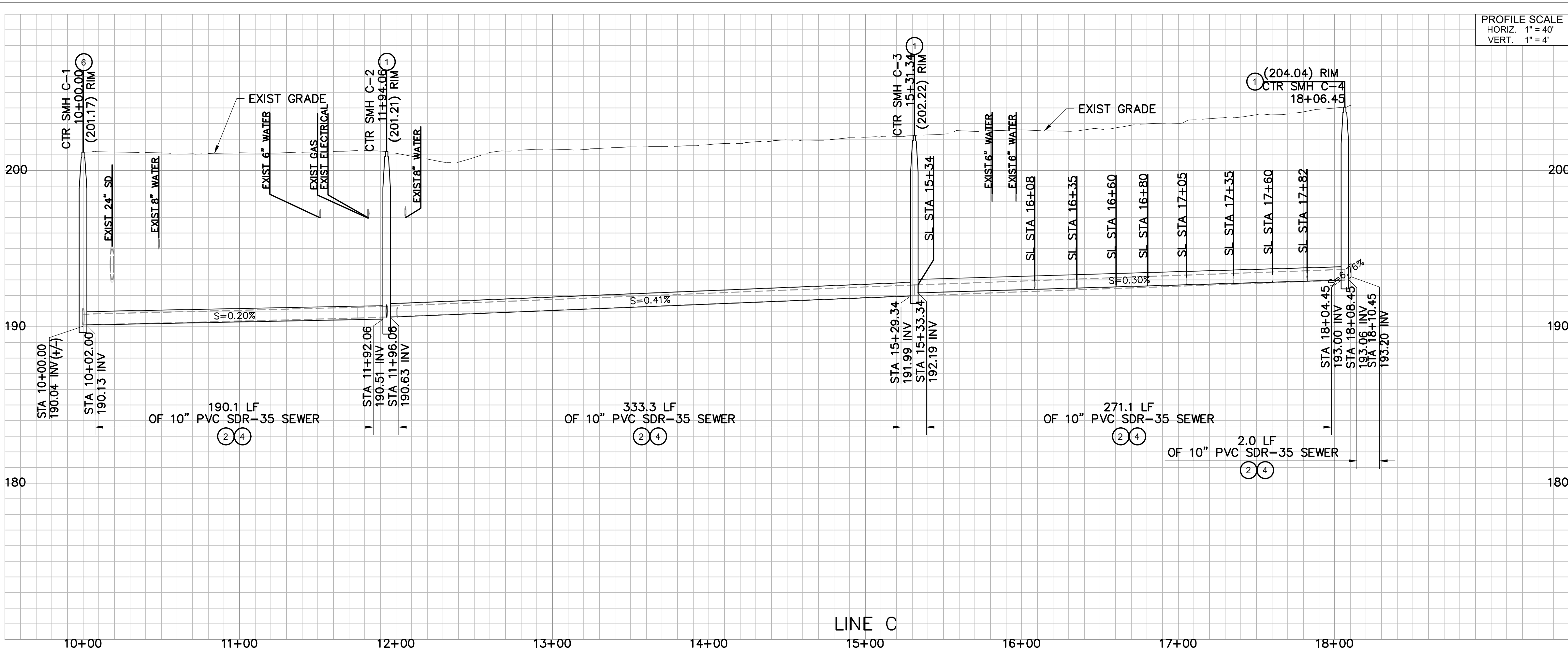


S. 5TH ST
STA 10+40.54 TO STA 12+05.00
1"=4'



PALM PL
STA 1+25.40 TO STA 6+01.54
1"=4'

J:\MONTBELLO\22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\05_S-1.DWG



PROFILE SCALE
HORIZ. 1" = 40'
VERT. 1" = 4'

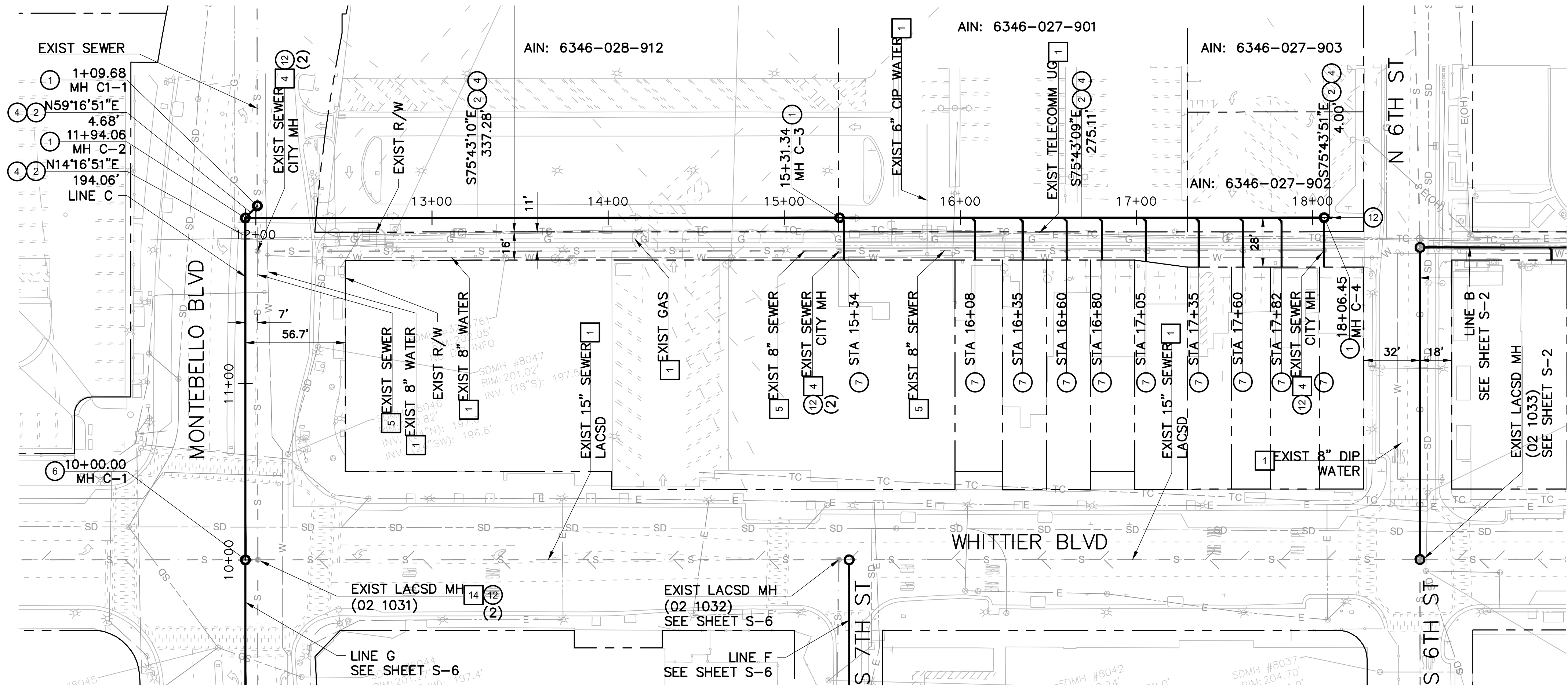
REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
- 5 ABANDON EXISTING SEWER PER SPECIFICATIONS
- 14 ABANDON EXISTING LACSD MANHOLE PER LACSD STD. S-A-218

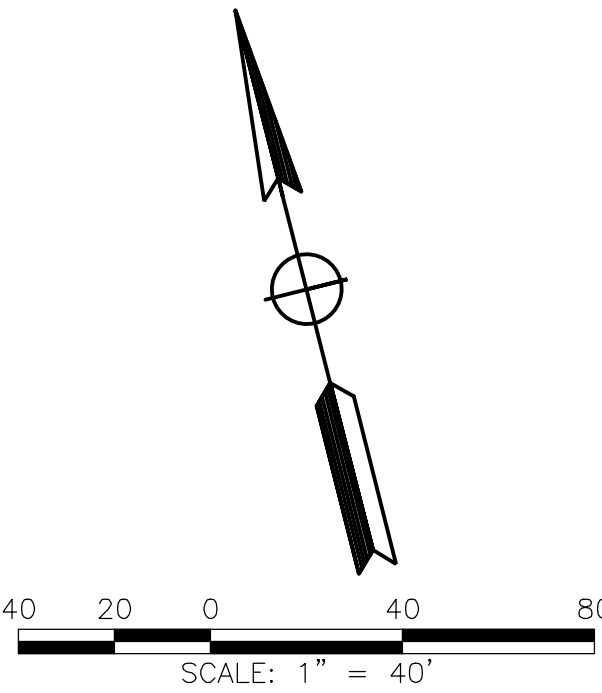
CONSTRUCTION NOTES:

- 1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2 INSTALL 10" PVC SDR-35 SEWER PIPE
- 4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
- 5 CONSTRUCT PVC SEWER PIPE 4 LF MINIMUM BEYOND THE LIMITS OF REMOVED SEWER MANHOLE. CONNECT TO EXISTING SEWER MATCHING LINE AND GRADE. SIZE PER PLAN.
- 6 CONSTRUCT SEWER MANHOLE TYPE "D" PER LACSD STANDARD PLAN S-A-204
- 7 CONNECT EXISTING SEWER LATERAL TO PROPOSED SEWER MAIN PER SPPWC STANDARD PLAN 222-2. EXACT LOCATION OF SEWER LATERAL TO BE FIELD VERIFIED.
- 12 CONSTRUCT BRICK AND MORTAR PLUG

MANHOLE #	NORTHING	EASTING
C-1	1826062.00	6528879.26
C-2	1826250.07	6528927.13
C-3	1826166.87	6529253.99
C-4	1826099.01	6529520.60
C1-1	1826255.01	6528935.46



SEE LOS ANGELES COUNTY
SANITATION DISTRICTS FOR SPECIAL
CONNECTION CHARGES
(562) 908-4288, EXT.2727



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS			
NO.	DATE	BY	DESCRIPTION



UNDER THE SUPERVISION OF:
MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

SEWER IMPROVEMENT PLAN AND PROFILE
SEWER LINE C

Sheet Number:
S-1
Sheet 6 of 30

J:\MONTBELLO\22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\06_S-2.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



UNDER THE SUPERVISION OF:
MARK THOMAS
REGISTERED PROFESSIONAL ENGINEER
PATRICK L. SOMERVILLE
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE: _____

REVIEWED BY:

CITY ENGINEER

DATE

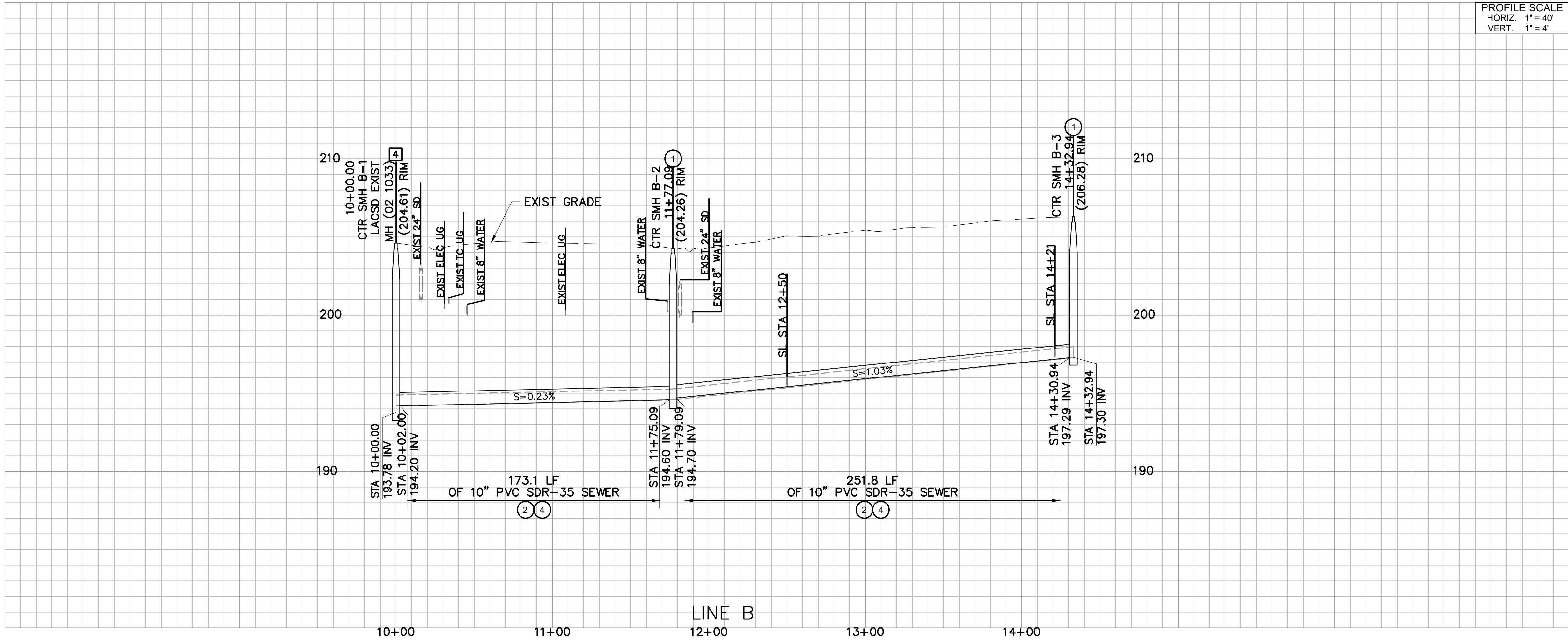
DOWNTOWN SEWER REPLACEMENT PROJECT

SEWER IMPROVEMENT PLAN AND PROFILE
SEWER LINE B

Sheet Number:

S-2

Sheet 6 of 30



PROFILE SCALE
HORIZ. 1" = 40'
VERT. 1" = 4'

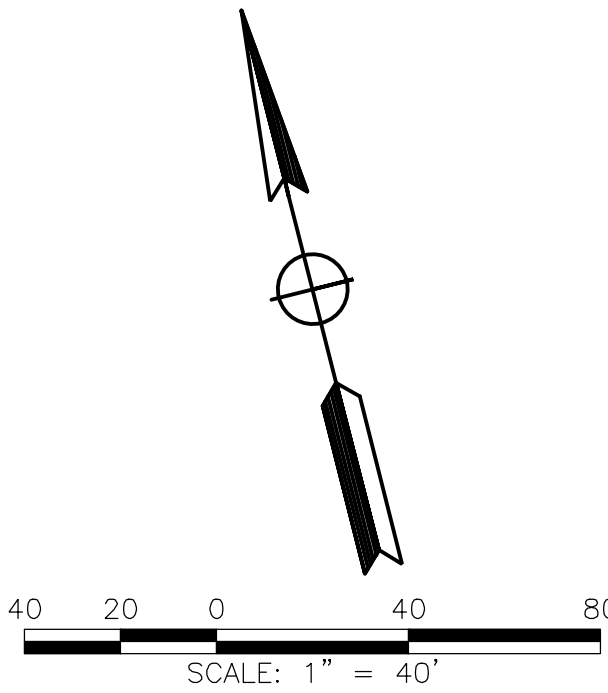
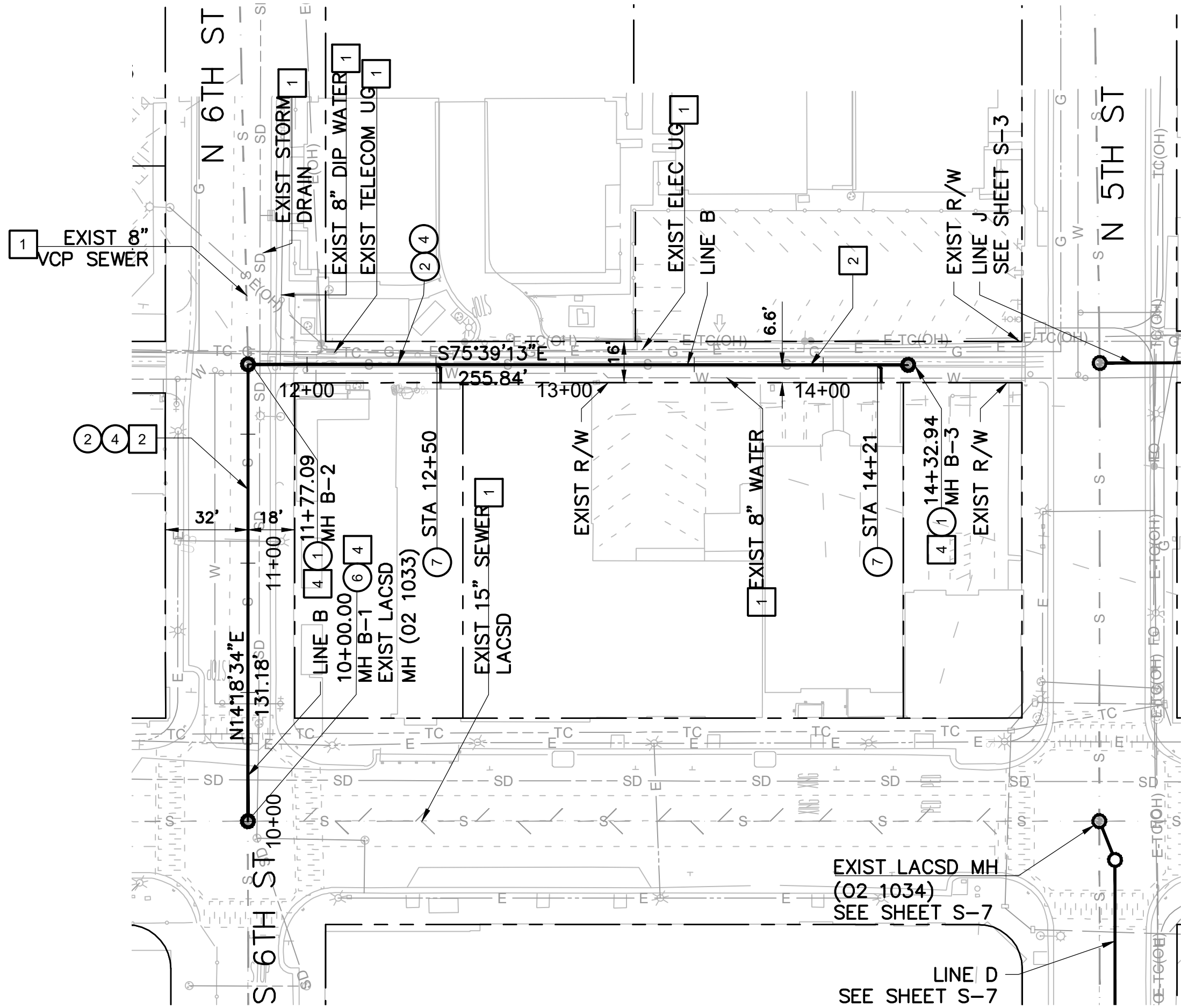
REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 2 REMOVE EXISTING 8" VCP SEWER
- 4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
- 14 ABANDON EXISTING LACSD MANHOLE PER LACSD STD. S-A-218

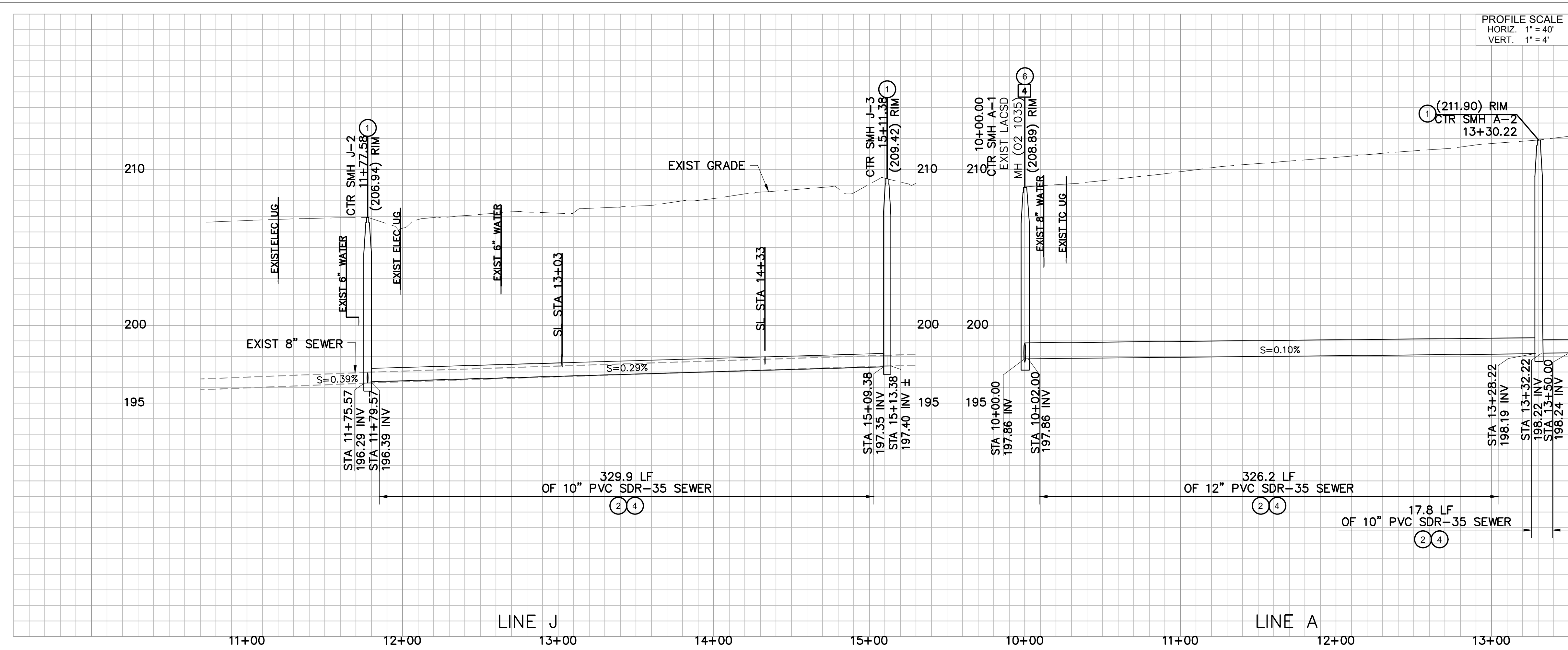
CONSTRUCTION NOTES:

- 1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2 INSTALL 10" PVC SDR-35 SEWER PIPE
- 4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
- 6 CONSTRUCT SEWER MANHOLE TYPE "D" PER LACSD STANDARD PLAN S-A-204
- 7 CONNECT EXISTING SEWER LATERAL TO PROPOSED SEWER MAIN PER SPPWC STANDARD PLAN 222-2. EXACT LOCATION OF SEWER LATERAL TO BE FIELD VERIFIED.

MANHOLE #	NORTHING	EASTING
B-1	1825897.60	6529525.40
B-2	1826069.21	6529569.17
B-3	1826005.83	6529817.05



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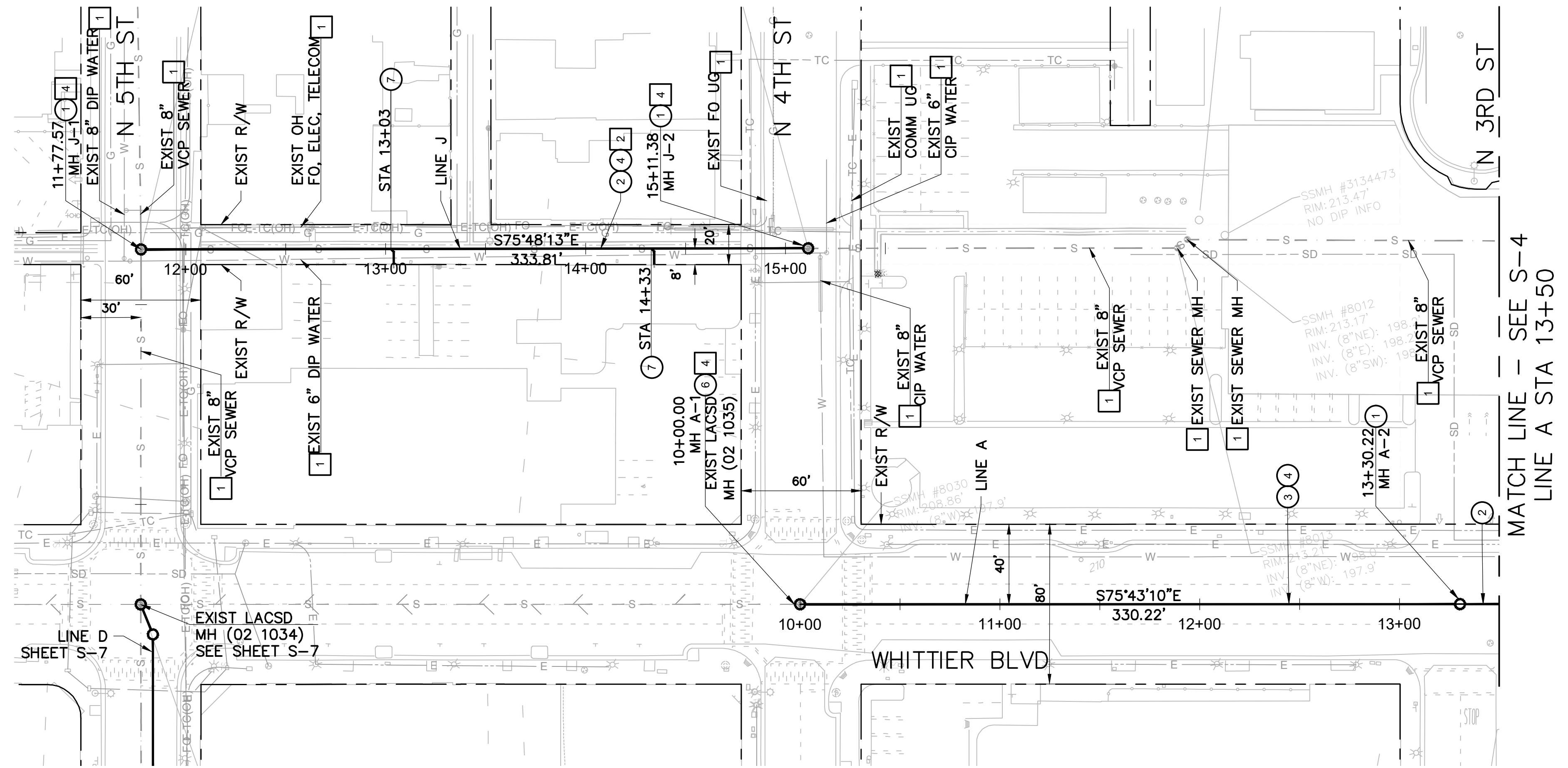
REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 2 REMOVE EXISTING 8" VCP SEWER
- 4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
- 14 ABANDON EXISTING LACSD MANHOLE PER LACSD STD. S-A-218

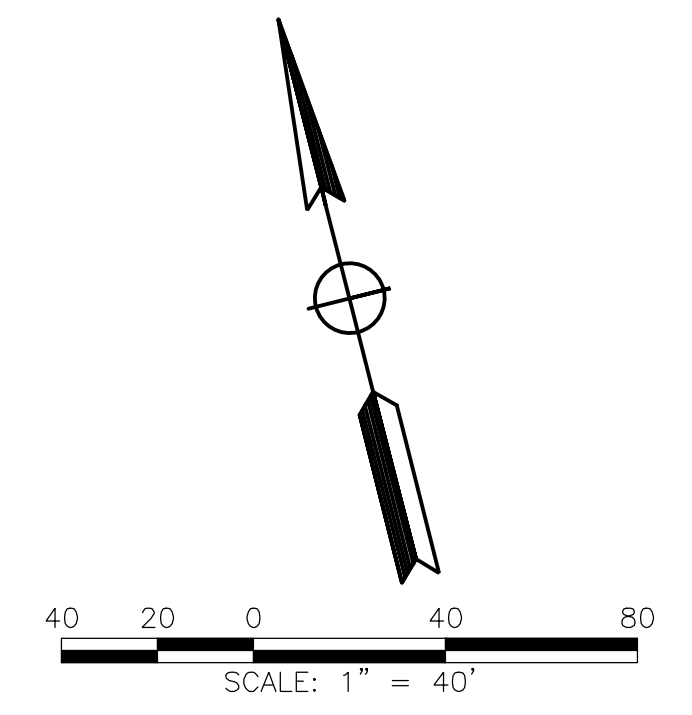
CONSTRUCTION NOTES:

- 1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2 INSTALL 10" PVC SDR-35 SEWER PIPE
- 3 INSTALL 12" PVC SDR-35 SEWER PIPE
- 4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
- 6 CONSTRUCT SEWER MANHOLE TYPE "D" PER LACSD STANDARD PLAN S-A-204
- 7 CONNECT EXISTING SEWER LATERAL TO PROPOSED SEWER MAIN PER SPPWC STANDARD PLAN 222-2. EXACT LOCATION OF SEWER LATERAL TO BE FIELD VERIFIED.

MANHOLE #	NORTHING	EASTING
J-1	1825988.22	6529889.18
J-2	1825906.35	6530212.79
A-1	1825734.76	6530164.88
A-2	1825653.31	6530484.90



SEE LOS ANGELES COUNTY
SANITATION DISTRICTS FOR SPECIAL
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:
PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT
SEWER IMPROVEMENT PLAN AND PROFILE
SEWER LINE J AND LINE A STA 10+00 TO STA 13+50

Sheet Number:
S-3
Sheet 8 of 30

J:\MONTBELLO\22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\08_S-4.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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NO.	DATE	BY	DESCRIPTION	APPROV.

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MARK THOMAS & COMPANY
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IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

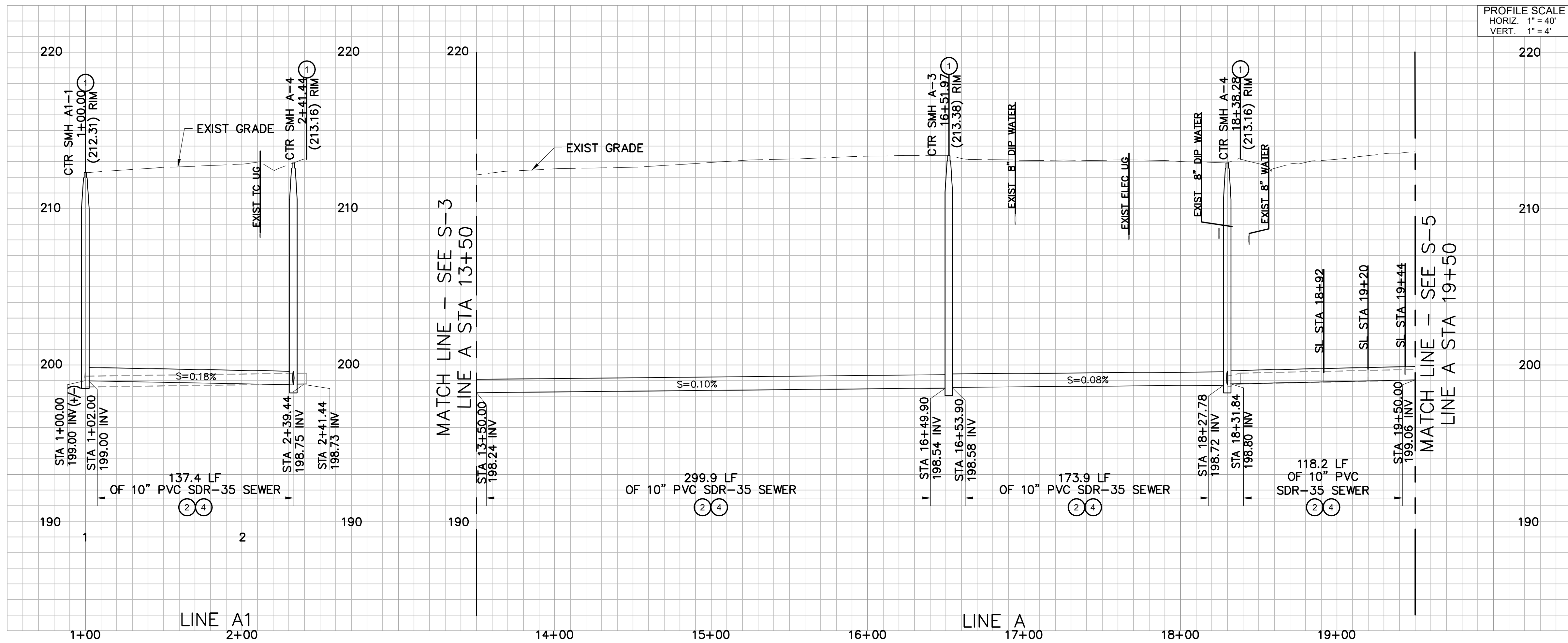
DOWNTOWN SEWER REPLACEMENT PROJECT

SEWER IMPROVEMENT PLAN AND PROFILE
SEWER LINE A STA 13+50 TO STA 19+50 AND LINE A-1

Sheet Number:

S-4

Sheet 9 of 30



PROFILE SCALE
HORIZ. 1" = 40'
VERT. 1" = 4'

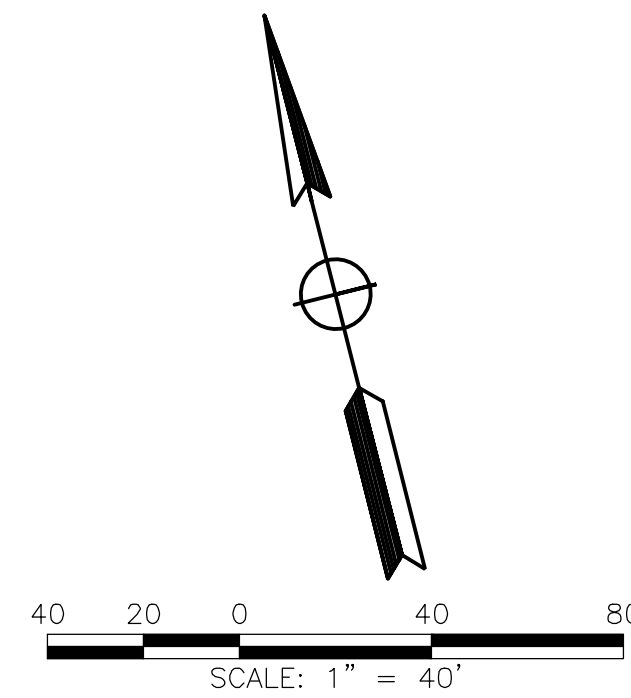
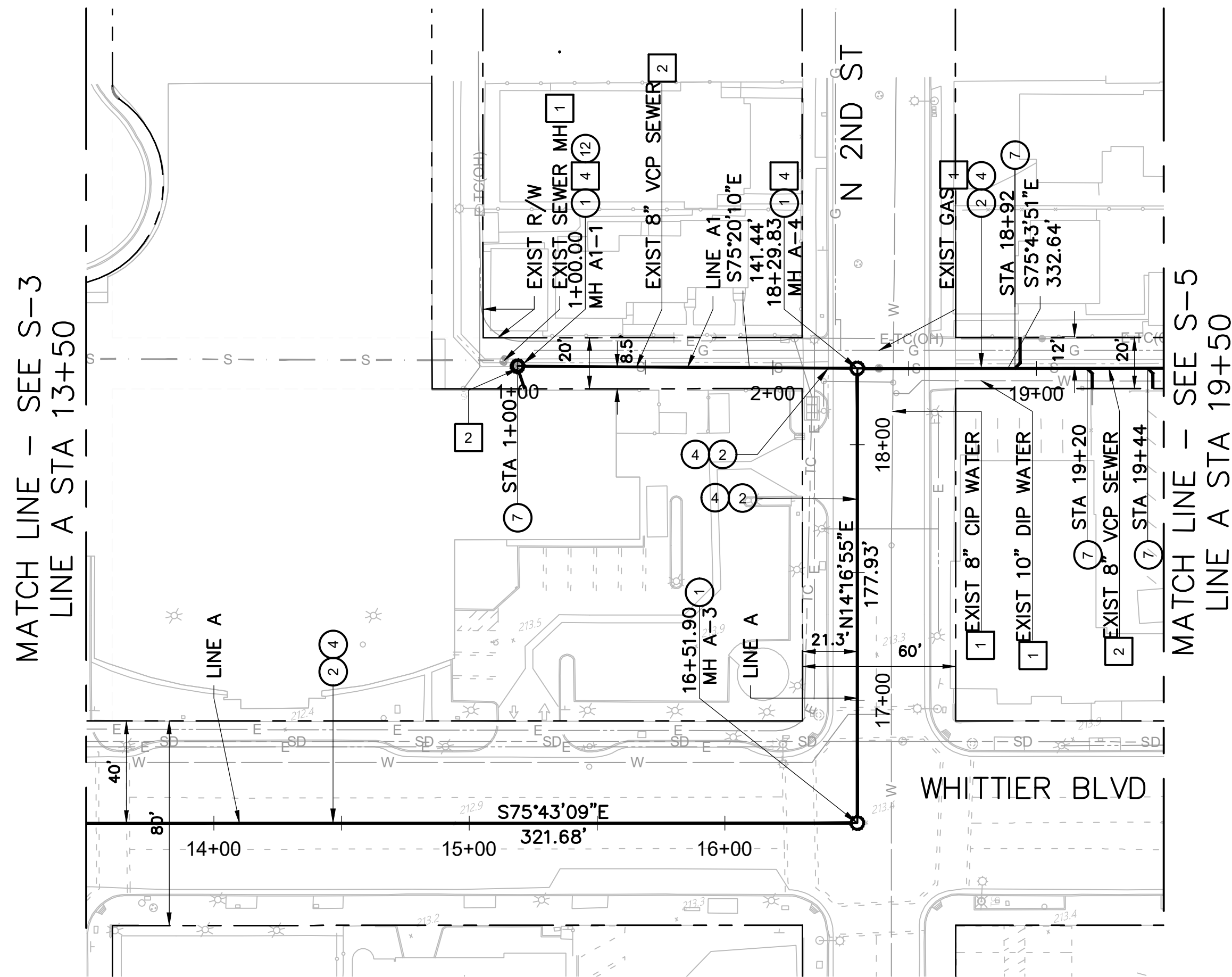
REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 2 REMOVE EXISTING 8" VCP SEWER
- 4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
- 14 ABANDON EXISTING LACSD MANHOLE PER LACSD STD. S-A-218

CONSTRUCTION NOTES:

- 1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2 INSTALL 10" PVC SDR-35 SEWER PIPE
- 4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
- 7 CONNECT EXISTING SEWER LATERAL TO PROPOSED SEWER MAIN PER SPPWC STANDARD PLAN 222-2. EXACT LOCATION OF SEWER LATERAL TO BE FIELD VERIFIED.
- 12 CONSTRUCT BRICK AND MORTAR PLUG

MANHOLE #	NORTHING	EASTING
A-3	1825571.86	6530804.87
A-4	1825744.25	6530848.72
A1-1	1825780.05	6530711.89



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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

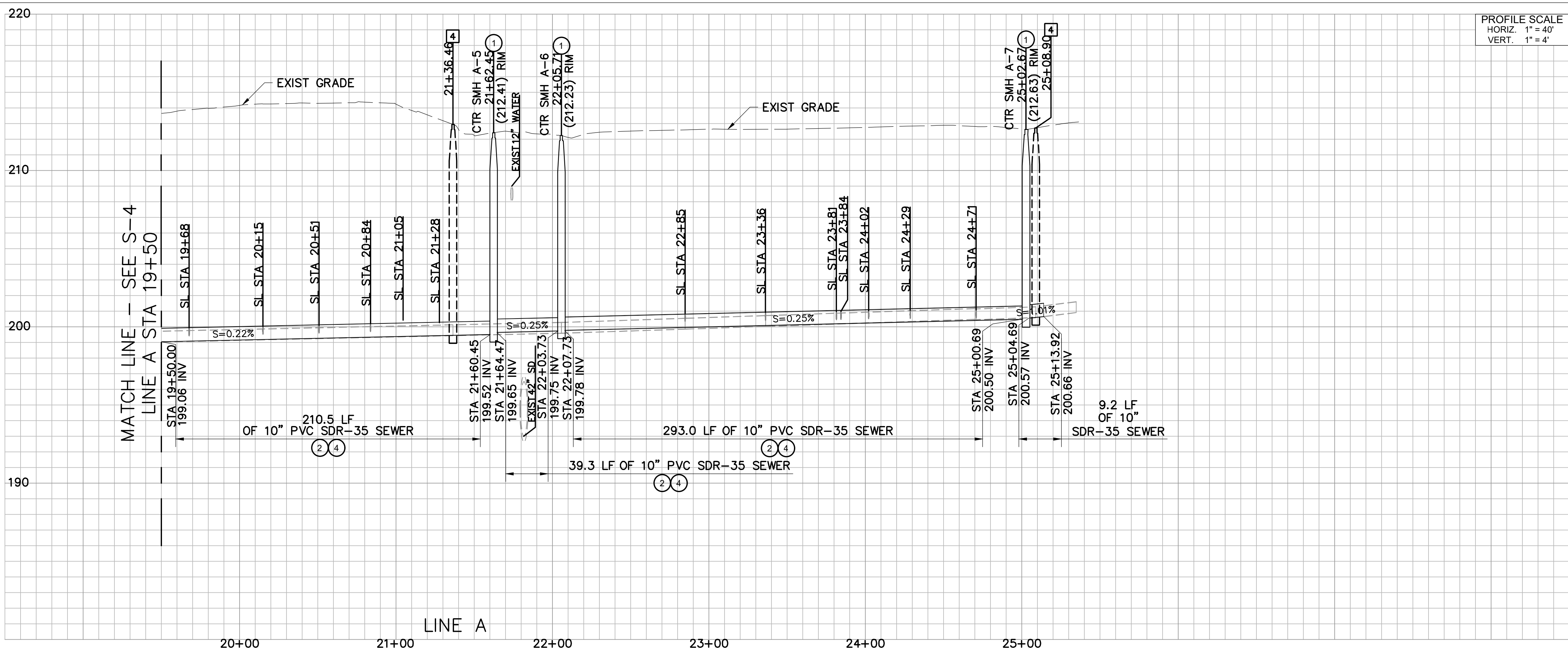


UNDER THE SUPERVISION OF:
MARK THOMAS
REGISTERED PROFESSIONAL ENGINEER
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE: _____

REVIEWED BY: _____
CITY ENGINEER _____ DATE _____

DOWNTOWN SEWER REPLACEMENT PROJECT
SEWER IMPROVEMENT PLAN AND PROFILE
SEWER LINE A STA 19+50 TO STA 25+02 AND LINE A-2

Sheet Number:
S-5
Sheet 10 of 30



PROFILE SCALE
HORIZ. 1" = 40'
VERT. 1" = 4'

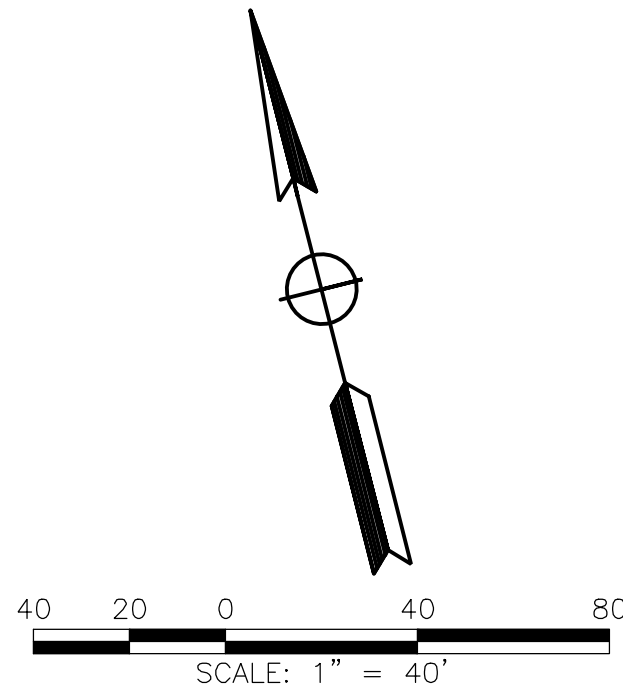
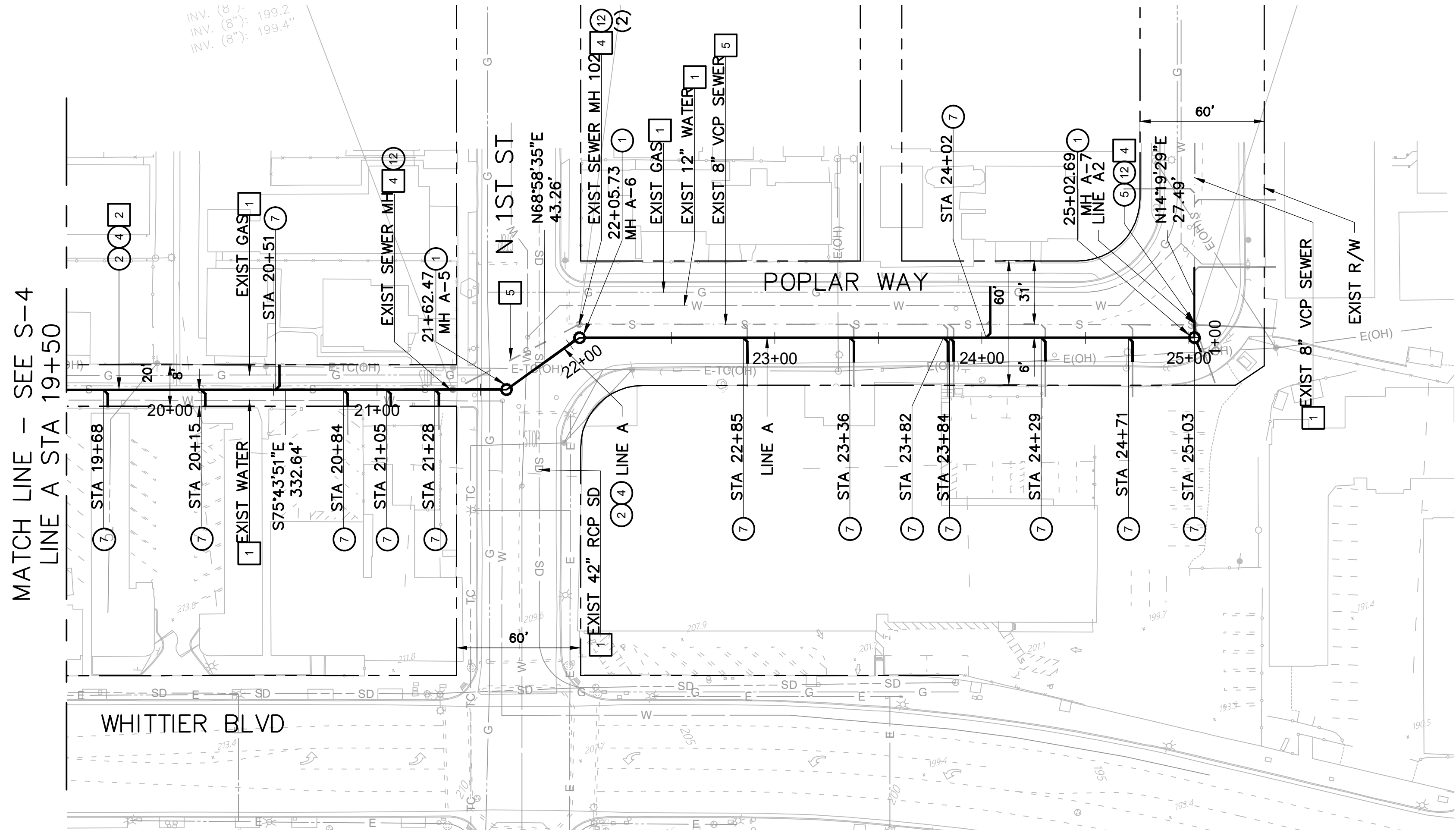
REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 2 REMOVE EXISTING 8" VCP SEWER
- 4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
- 5 ABANDON EXISTING SEWER PER SPECIFICATIONS
- 14 ABANDON EXISTING LACSD MANHOLE PER LACSD STD. S-A-218

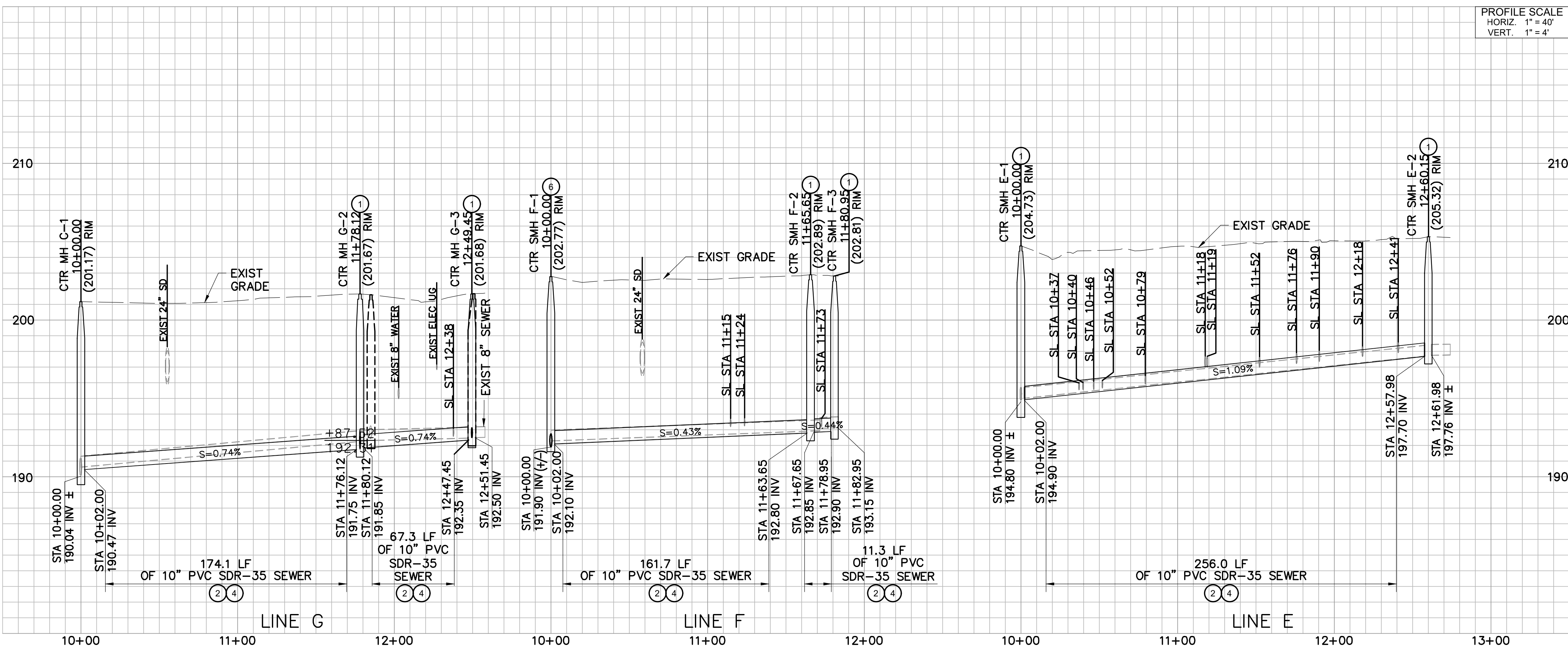
CONSTRUCTION NOTES:

- 1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2 INSTALL 10" PVC SDR-35 SEWER PIPE
- 3 INSTALL 12" PVC SDR-35 SEWER PIPE
- 4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
- 5 CONSTRUCT PVC SEWER PIPE 4 LF MINIMUM BEYOND THE LIMITS OF REMOVED SEWER MANHOLE. CONNECT TO EXISTING SEWER MATCHING LINE AND GRADE. SIZE PER PLAN.
- 7 CONNECT EXISTING SEWER LATERAL TO PROPOSED SEWER MAIN PER SPPWC STANDARD PLAN 222-2. EXACT LOCATION OF SEWER LATERAL TO BE FIELD VERIFIED.
- 12 CONSTRUCT BRICK AND MORTAR PLUG

MANHOLE #	NORTHING	EASTING
A-5	1825664.40	6531162.91
A-6	1825679.92	6531203.28
A-7	1825606.67	6531491.07



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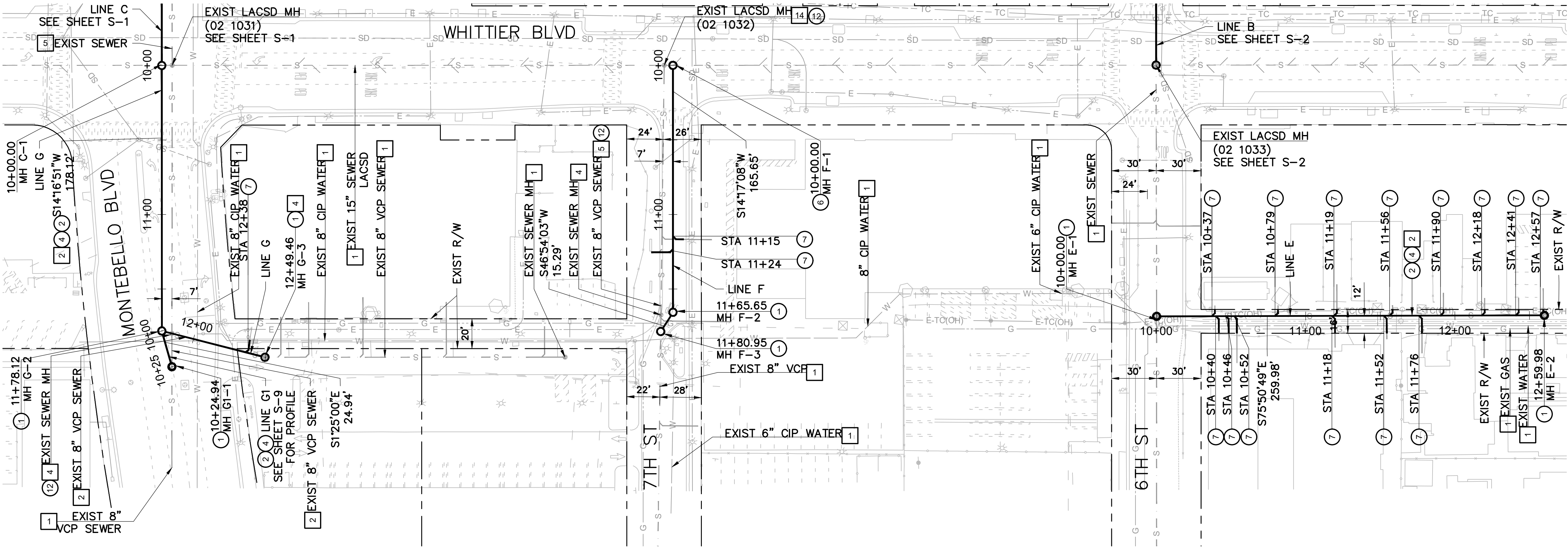
PROFILE SCALE
HORIZ. 1" = 40'
VERT. 1" = 4'

REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 2 REMOVE EXISTING 8" VCP SEWER
- 3 REMOVE EXISTING 8" CI SEWER
- 4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
- 5 ABANDON EXISTING SEWER PER SPECIFICATIONS
- 14 ABANDON EXISTING LACSD MANHOLE PER LACSD STD. S-A-218

CONSTRUCTION NOTES:

- 1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2 INSTALL 10" PVC SDR-35 SEWER PIPE
- 4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
- 5 CONSTRUCT PVC SEWER PIPE 4 LF. MINIMUM BEYOND THE LIMITS OF REMOVED SEWER MANHOLE. CONNECT TO EXISTING SEWER MATCHING LINE AND GRADE. SIZE PER PLAN.
- 6 CONSTRUCT SEWER MANHOLE TYPE "D" PER LACSD STANDARD PLAN S-A-204
- 7 CONNECT EXISTING SEWER LATERAL TO PROPOSED SEWER MAIN PER SPPWC STANDARD PLAN 222-2. EXACT LOCATION OF SEWER LATERAL TO BE FIELD VERIFIED.
- 13 CONSTRUCT BRICK AND MORTAR PLUG



MANHOLE #	NORTHING	EASTING
G-1	1826062.00	6528879.26
G-2	1825889.39	6528835.32
G-3	1825855.21	6528897.95
G1-1	1825864.46	6528835.94
F-1	1825977.45	6529211.41
F-2	1825816.91	6529170.53
F-3	1825806.46	6529159.37
E-1	1825734.21	6529484.10
E-2	1825670.63	6529736.19



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:
PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT
SEWER IMPROVEMENT PLAN AND PROFILE
SEWER LINE E AND F AND G

Sheet Number:
S-6
Sheet 11 of 30

J:\MONTBELLO\22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\11_S-7.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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REVISIONS			
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REGISTERED PROFESSIONAL ENGINEER
PATRICK L. SOMERVILLE
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602

DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

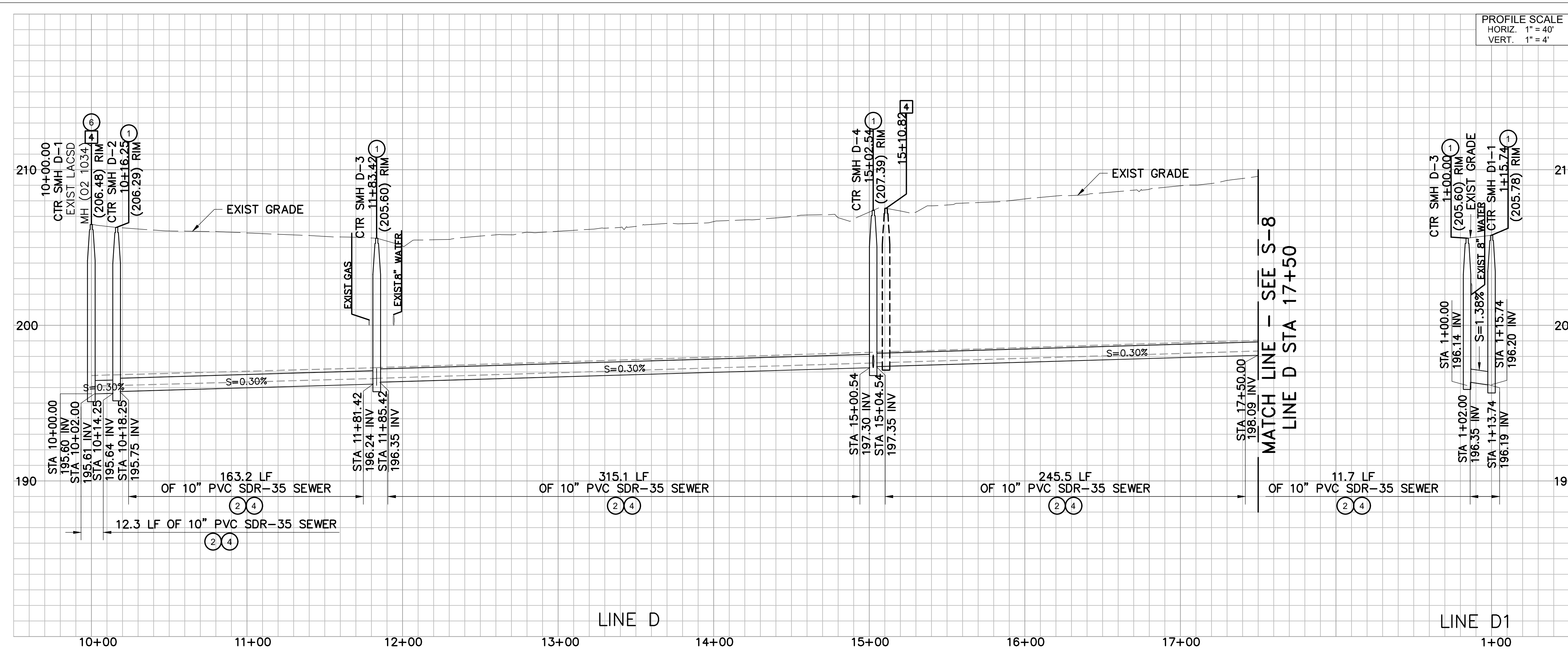
REVIEWED BY:

CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

SEWER LINE D STA 10+00 TO STA 17+50 AND LINE D-1 AND D-2

Sheet Number:
S-7
Sheet 12 of 30

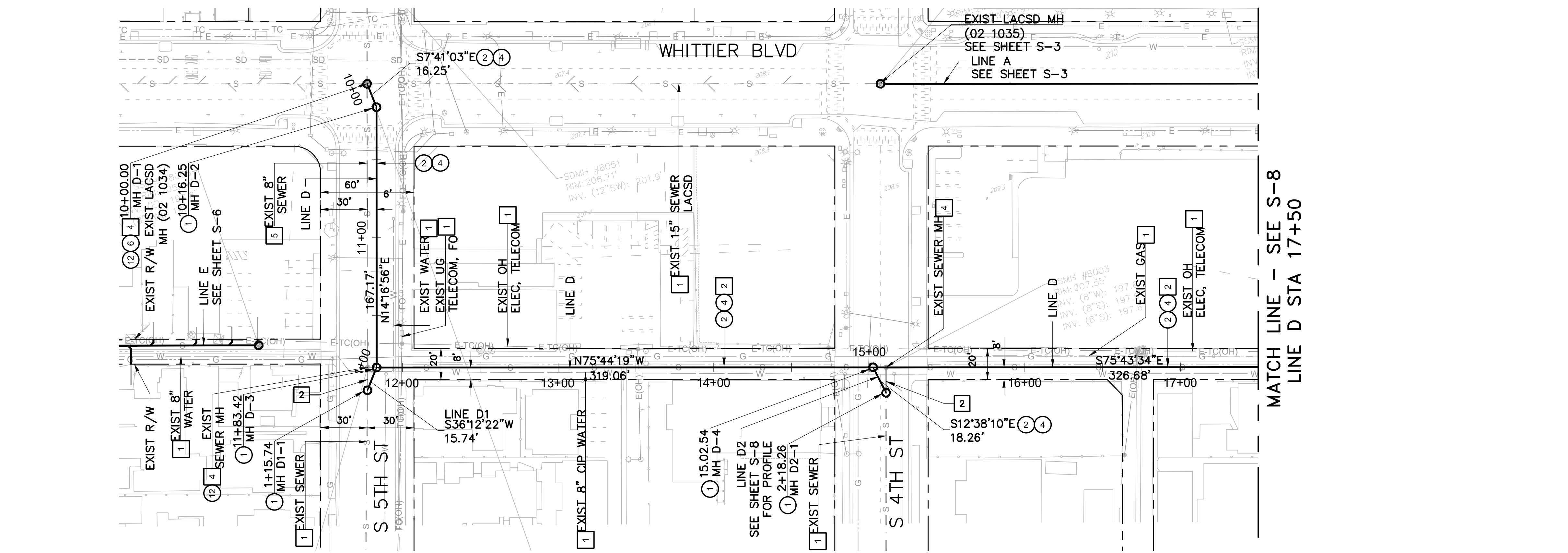


PROFILE SCALE
HORIZ. 1" = 40'
VERT. 1" = 4'

REMOVAL NOTES:
1 PROTECT-IN-PLACE
2 REMOVE EXISTING 8" VCP SEWER
4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
5 ABANDON EXISTING SEWER PER SPECIFICATIONS

CONSTRUCTION NOTES:
1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
2 INSTALL 10" PVC SDR-35 SEWER PIPE
4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
6 CONSTRUCT SEWER MANHOLE TYPE "D" PER LACSD STANDARD PLAN S-A-204
12 CONSTRUCT BRICK AND MORTAR PLUG

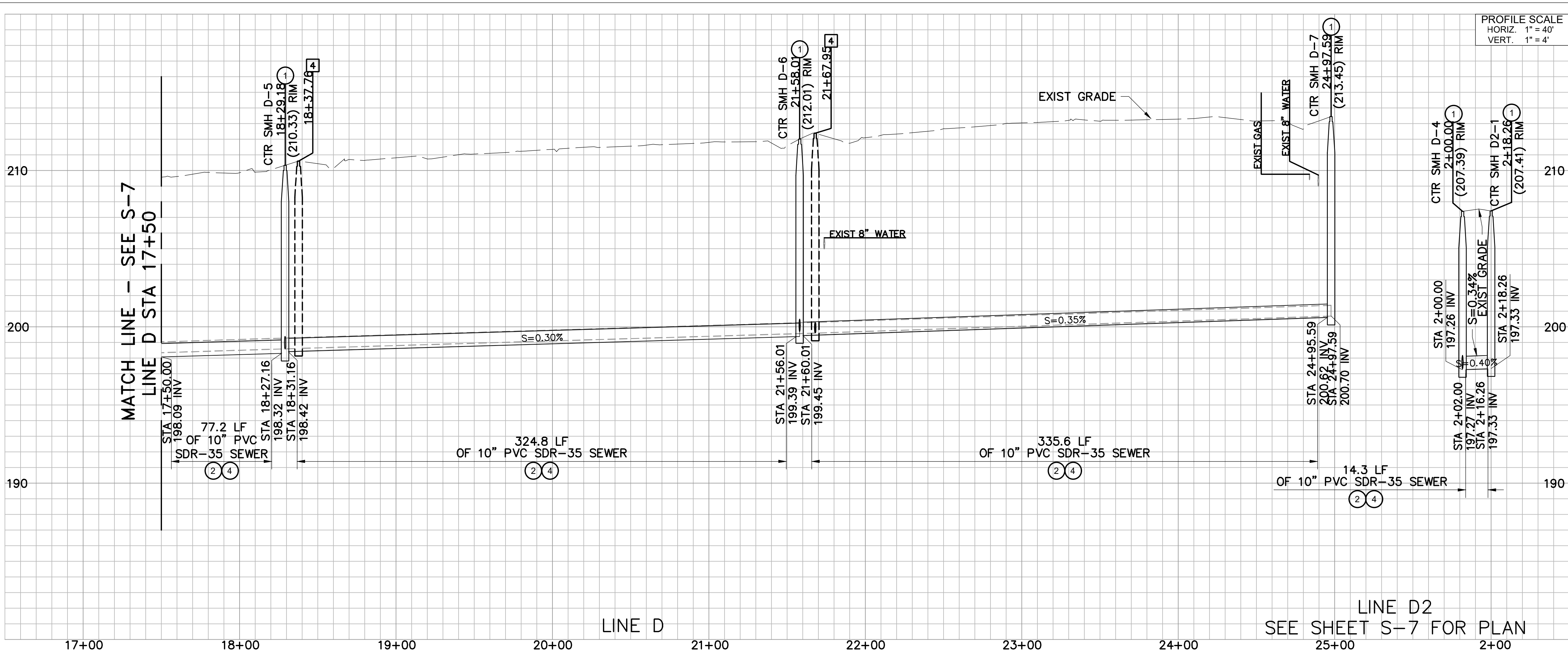
MANHOLE #	NORTHING	EASTING
D-1	1825816.21	6529845.19
D-2	1825800.10	6529847.37
D-3	1825638.10	6529806.13
D-4	1825559.50	6530115.36
D1-1	1825625.41	6529796.83
D2-1	1825541.57	6530119.38



SEE LOS ANGELES COUNTY
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CONNECTION CHARGES
(562) 908-4288, EXT.2727

40 20 0 40 80
SCALE: 1" = 40'

J:\MONTBELLO-22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\12_S-8.DWG



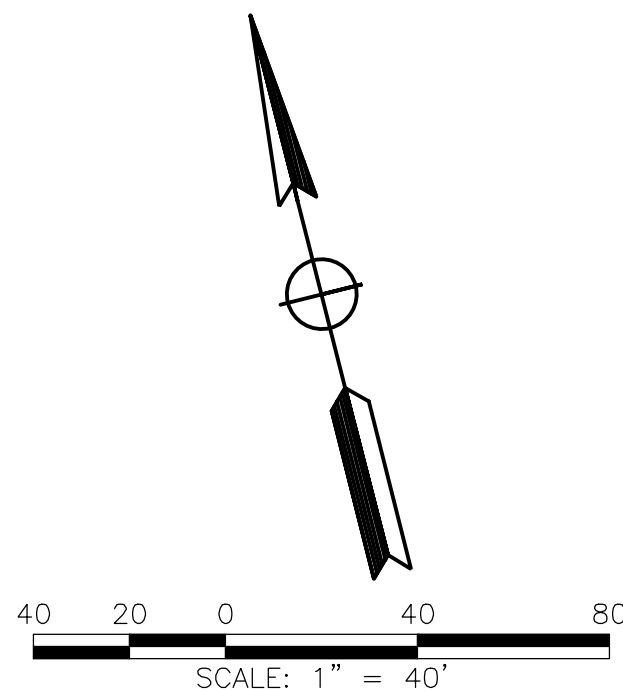
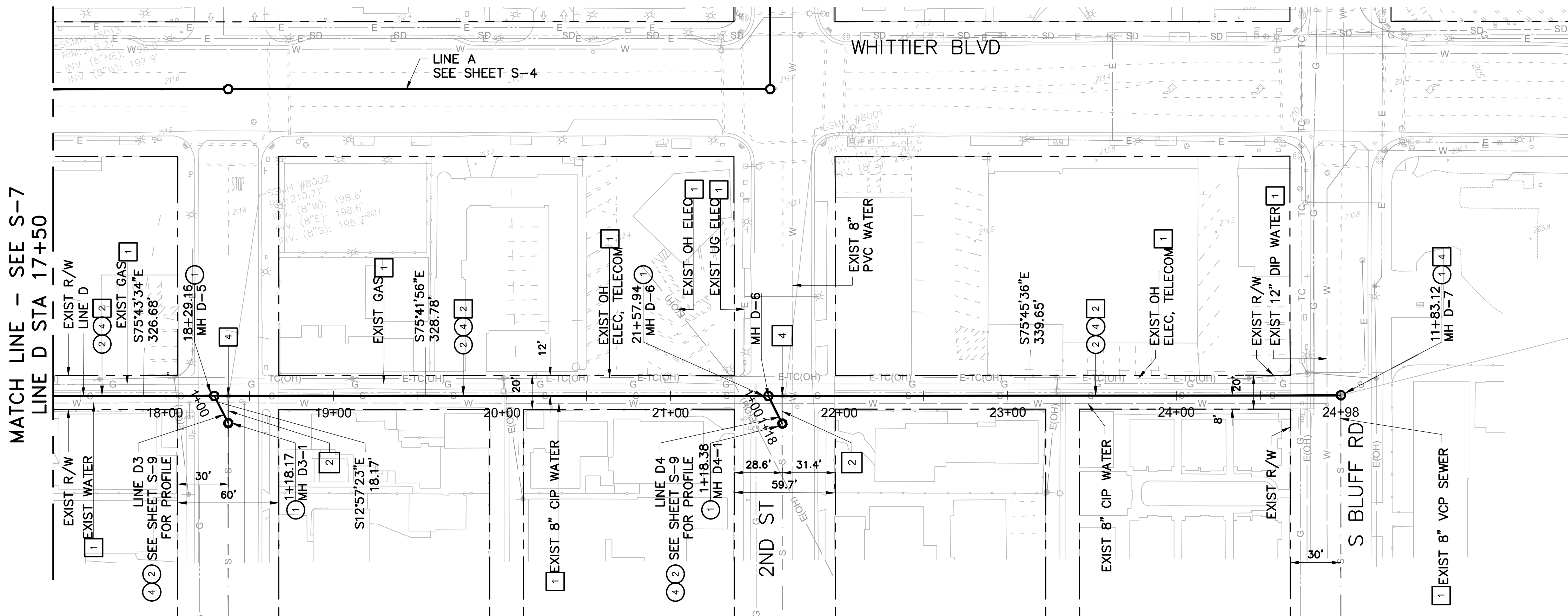
REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 2 REMOVE EXISTING 8" VCP SEWER
- 4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.

CONSTRUCTION NOTES:

- 1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2 INSTALL 10" PVC SDR-35 SEWER PIPE
- 4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2

MANHOLE #	NORTHING	EASTING
D-5	1825478.96	6530431.95
D-6	1825397.74	6530750.54
D-7	1825314.20	6531079.76
D3-1	1825461.25	6530436.03
D4-1	1825379.78	6530754.55



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:
PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

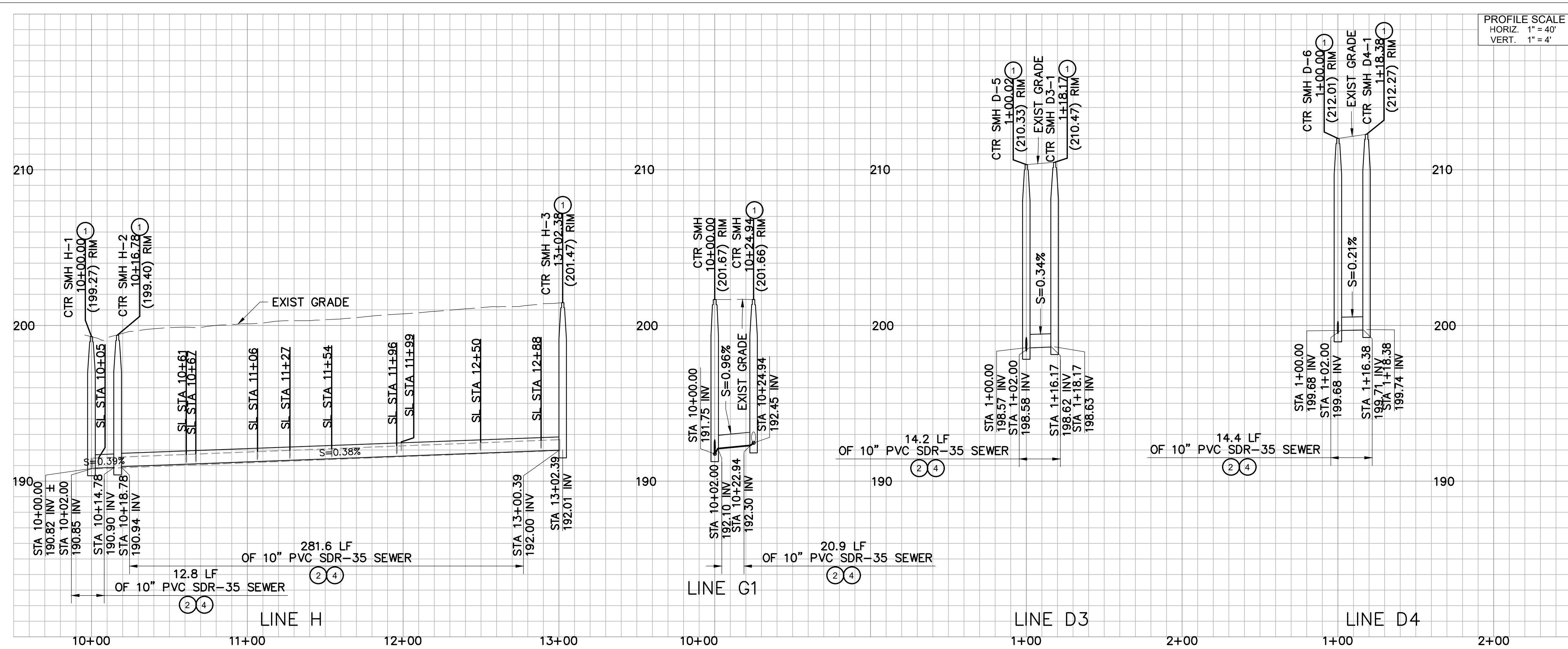
MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT
SEWER IMPROVEMENT PLAN AND PROFILE
SEWER LINE D STA 17+50 TO 24+97 & LINE D-3 & D-4

Sheet Number:
S-8
Sheet 13 of 30

J:\MONTBELLO-22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\13_S-9.DWG



PROFILE SCALE
HORIZ. 1" = 40'
VERT. 1" = 4'

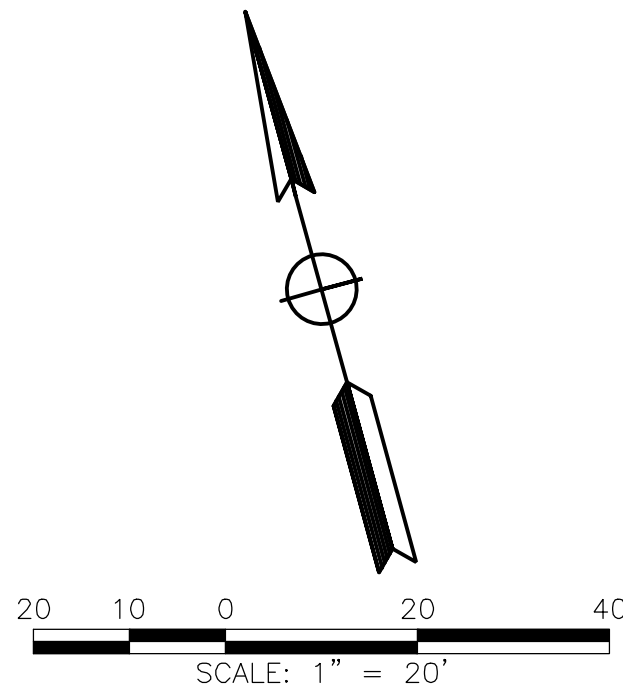
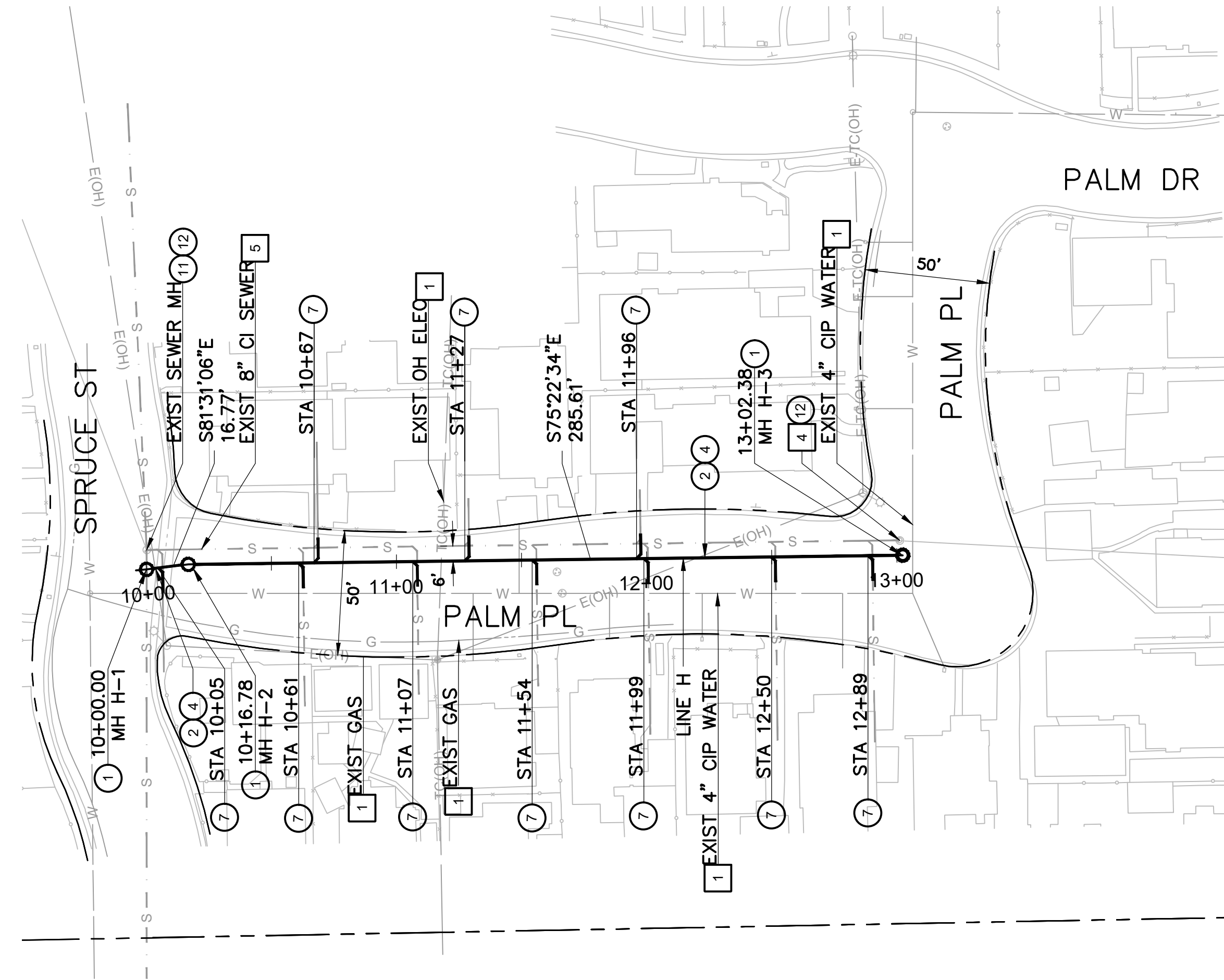
REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 4 REMOVE EXISTING BRICK SEWER MANHOLE AND PORTION OF EXISTING SEWER PIPE IN CONFLICT WITH PROPOSED DESIGN.
- 5 ABANDON EXISTING SEWER PER SPECIFICATIONS

CONSTRUCTION NOTES:

- 1 CONSTRUCT STANDARD PRECAST CONCRETE MANHOLE PER SPPWC STANDARD PLAN 200-4
- 2 INSTALL 10" PVC SDR-35 SEWER PIPE
- 4 CONSTRUCT SEWER TRENCH, INSTALL PIPE BEDDING, TRENCH BACKFILL, AND PAVEMENT REPAIR PER DETAIL SHOWN ON SHEET G-2
- 7 CONNECT EXISTING SEWER LATERAL TO PROPOSED SEWER MAIN PER SPPWC STANDARD PLAN 222-2. EXACT LOCATION OF SEWER LATERAL TO BE FIELD VERIFIED.
- 1 RECHANNELIZE EXISTING SEWER BASE PER DETAIL ON SD-3.
- 2 CONSTRUCT BRICK AND MORTAR PLUG

MANHOLE #	NORTHING	EASTING
H-1	1827032.80	6528622.54
H-2	1827030.32	6528639.12
H-3	1826958.21	6528915.48



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

APPROV.

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602

DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:

CITY ENGINEER DATE

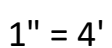
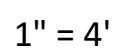
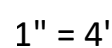
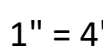
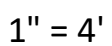
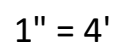
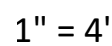
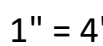
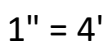
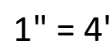
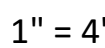
DOWNTOWN SEWER REPLACEMENT PROJECT

SEWER IMPROVEMENT PLAN AND PROFILE
SEWER LINE H, G1, D3 AND D4

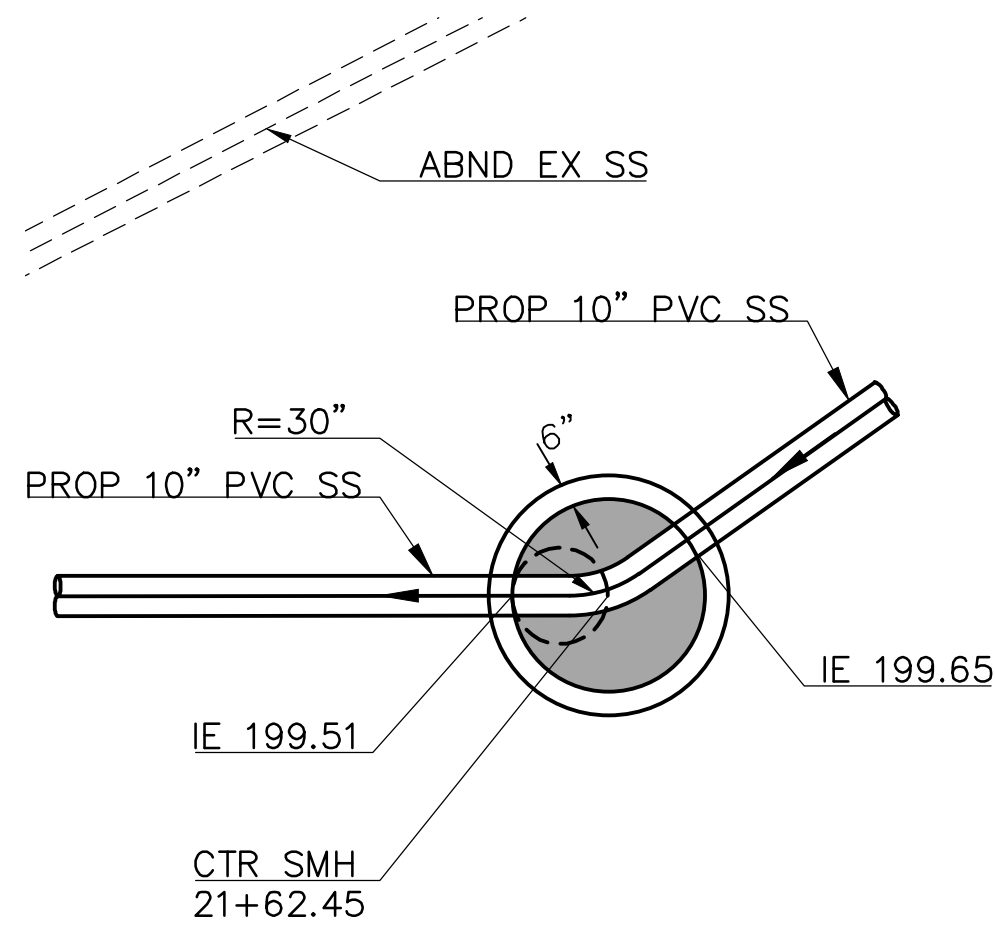
Sheet Number:

S-9

Sheet 14 of 30

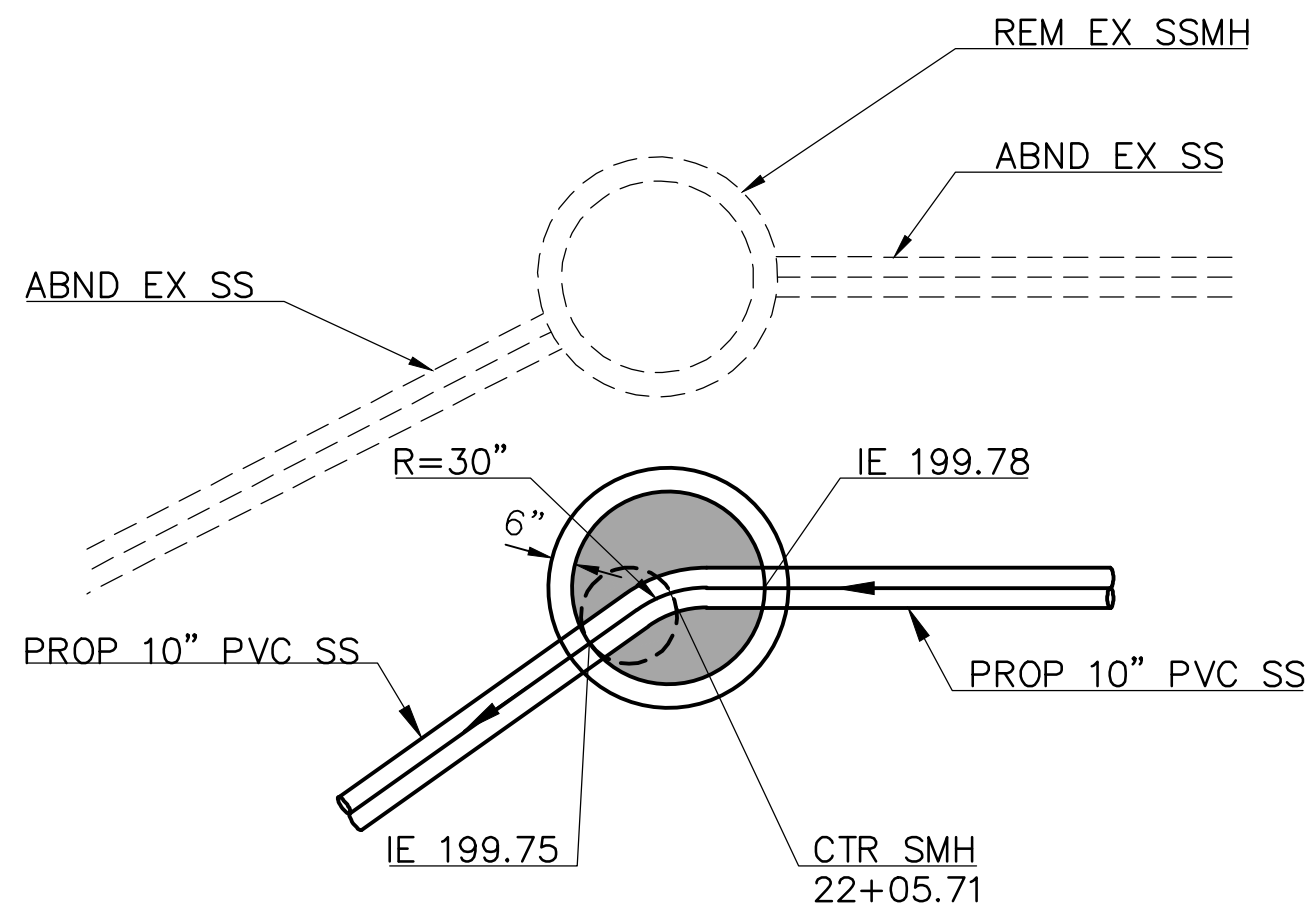


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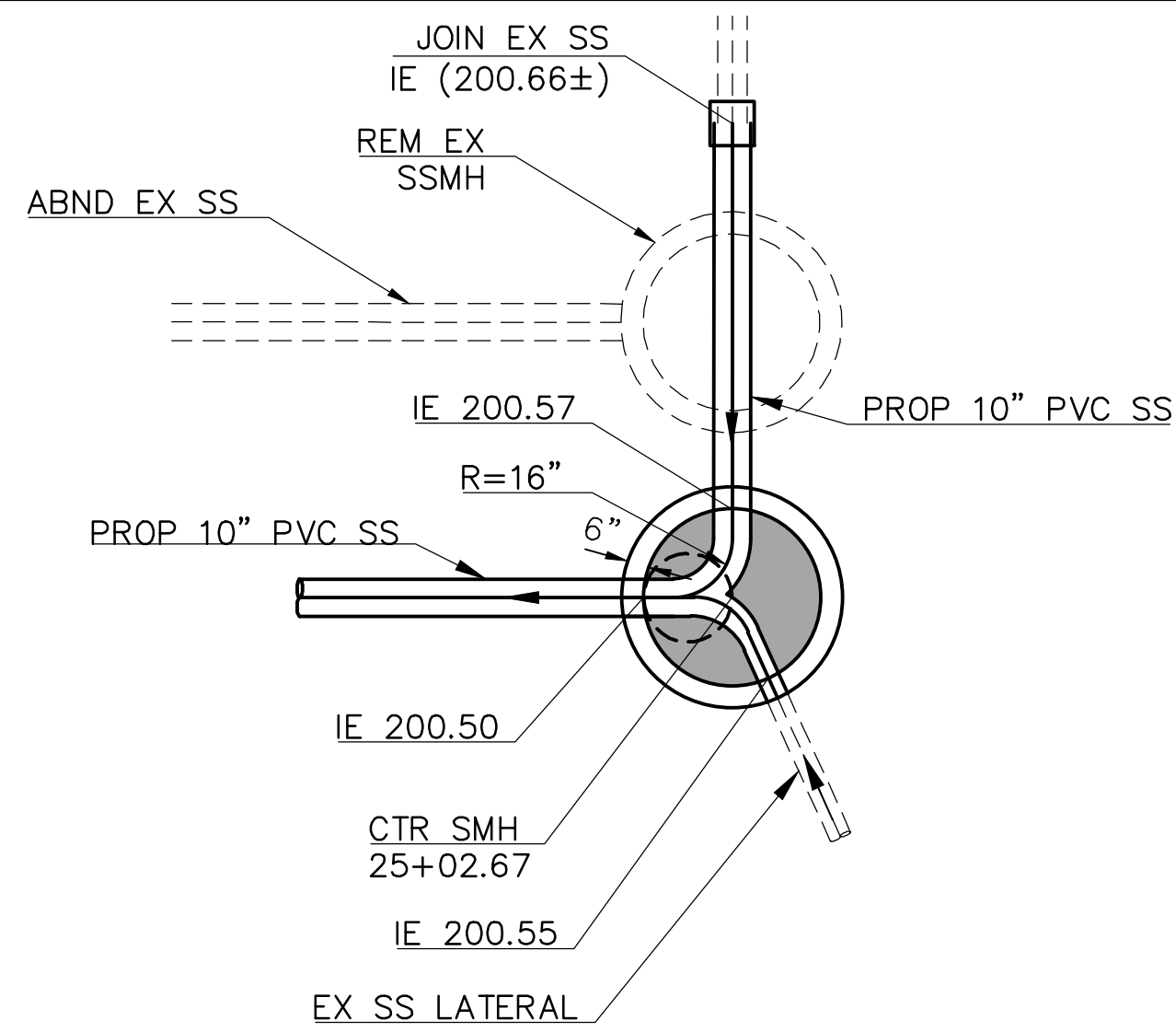
SS LINE A - MH A-5

1" = 4'



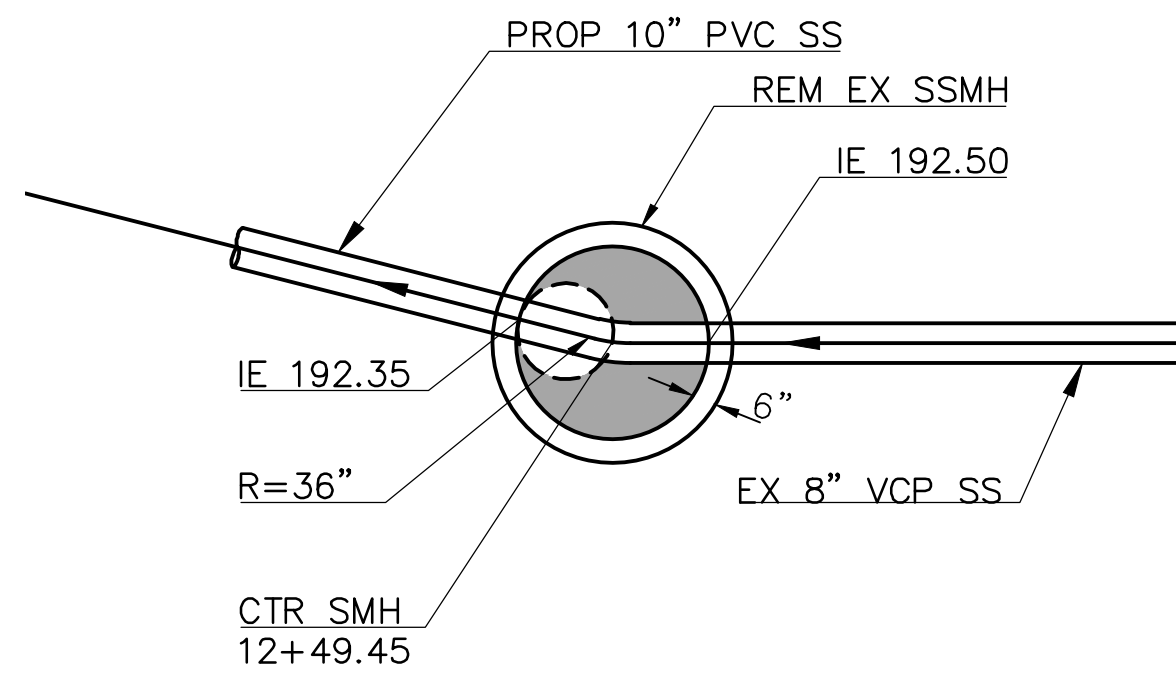
SS LINE A - MH A-6

1" = 4'



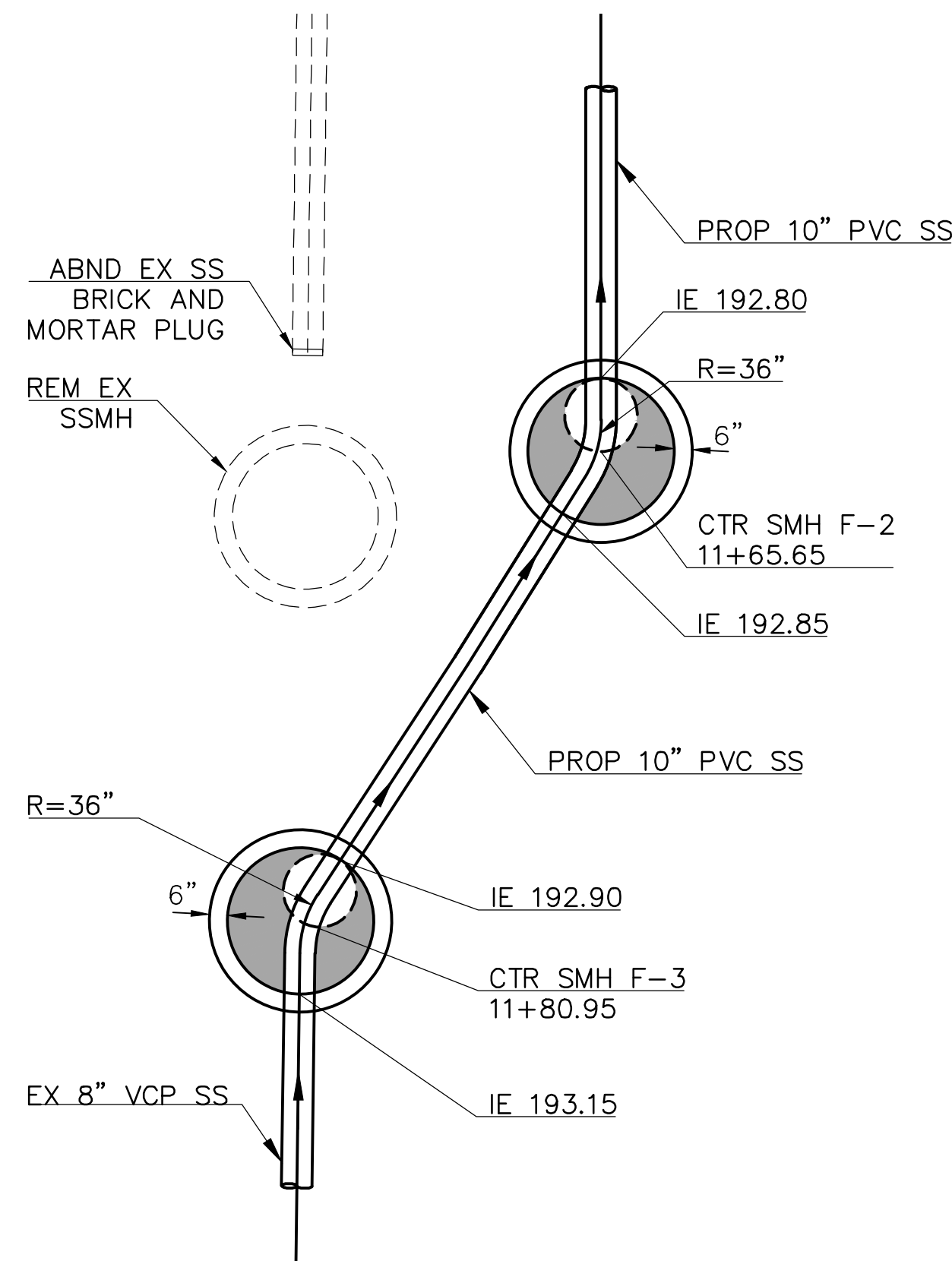
SS LINE A - MH A-7

1" = 4'



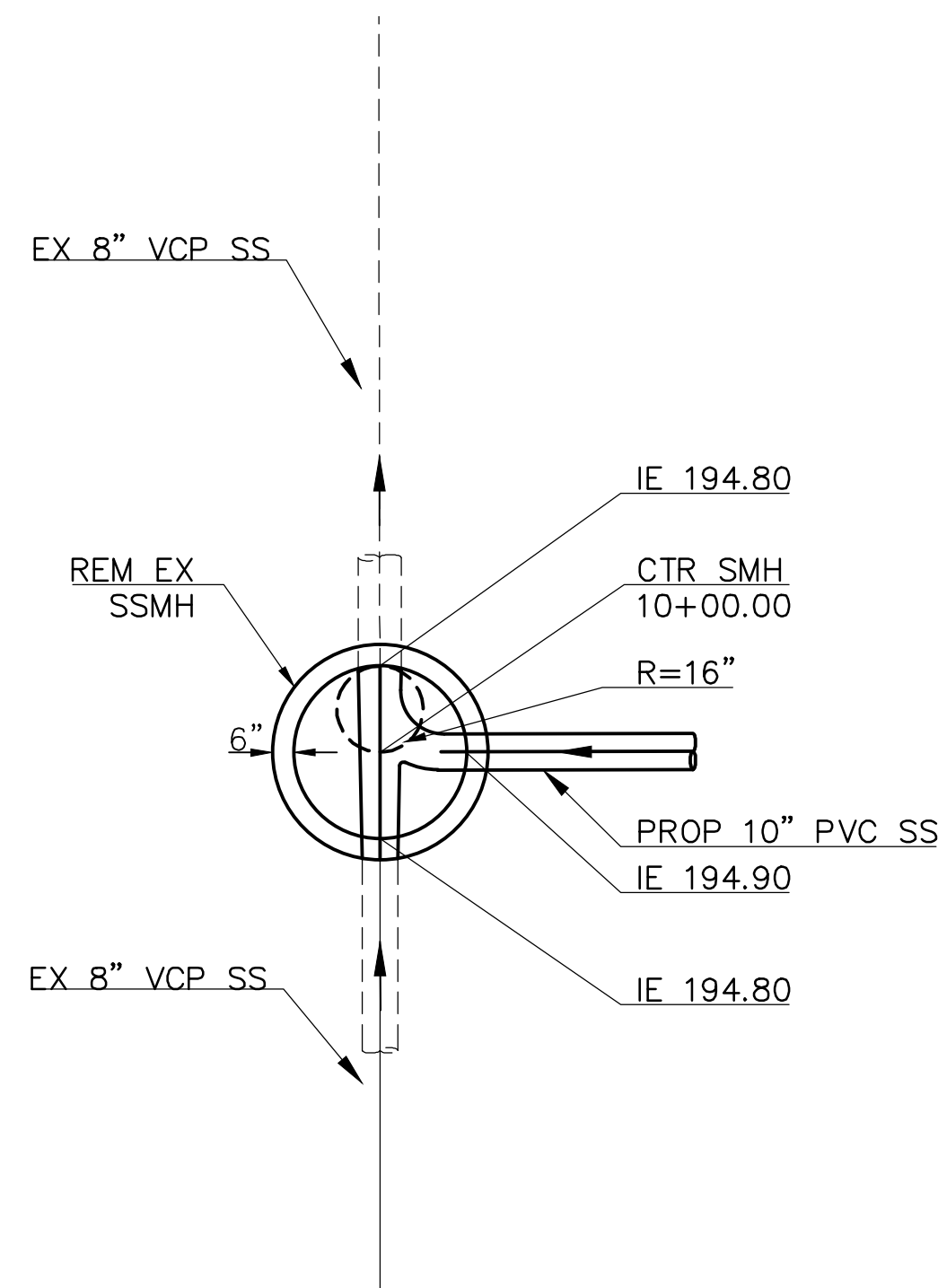
SS LINE G - MH G-3

1" = 4'



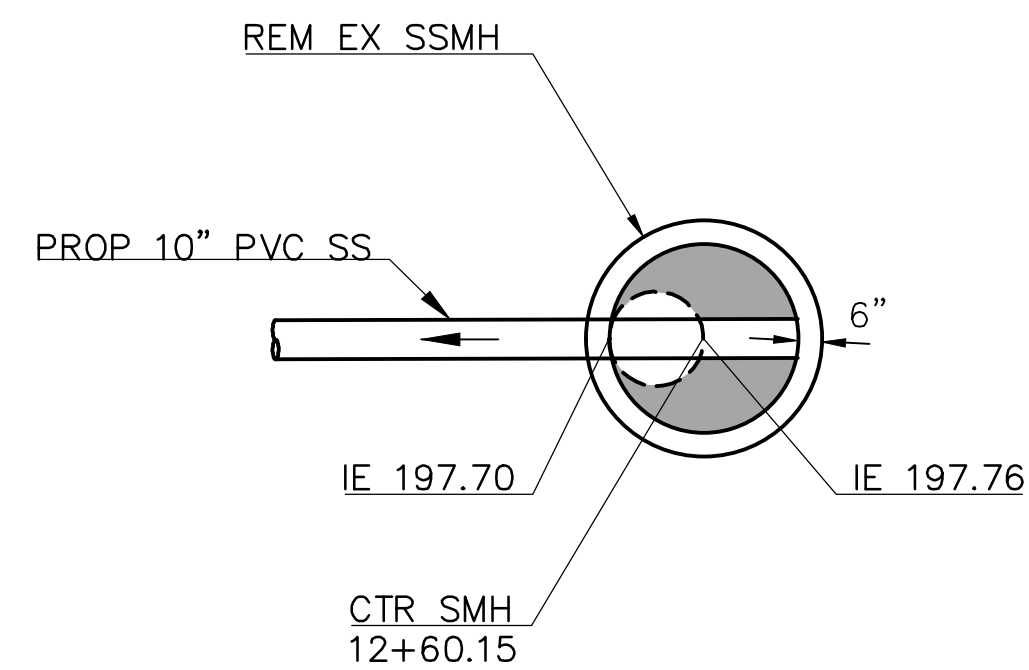
SS LINE F - MH F-2 & F-3

1" = 4'



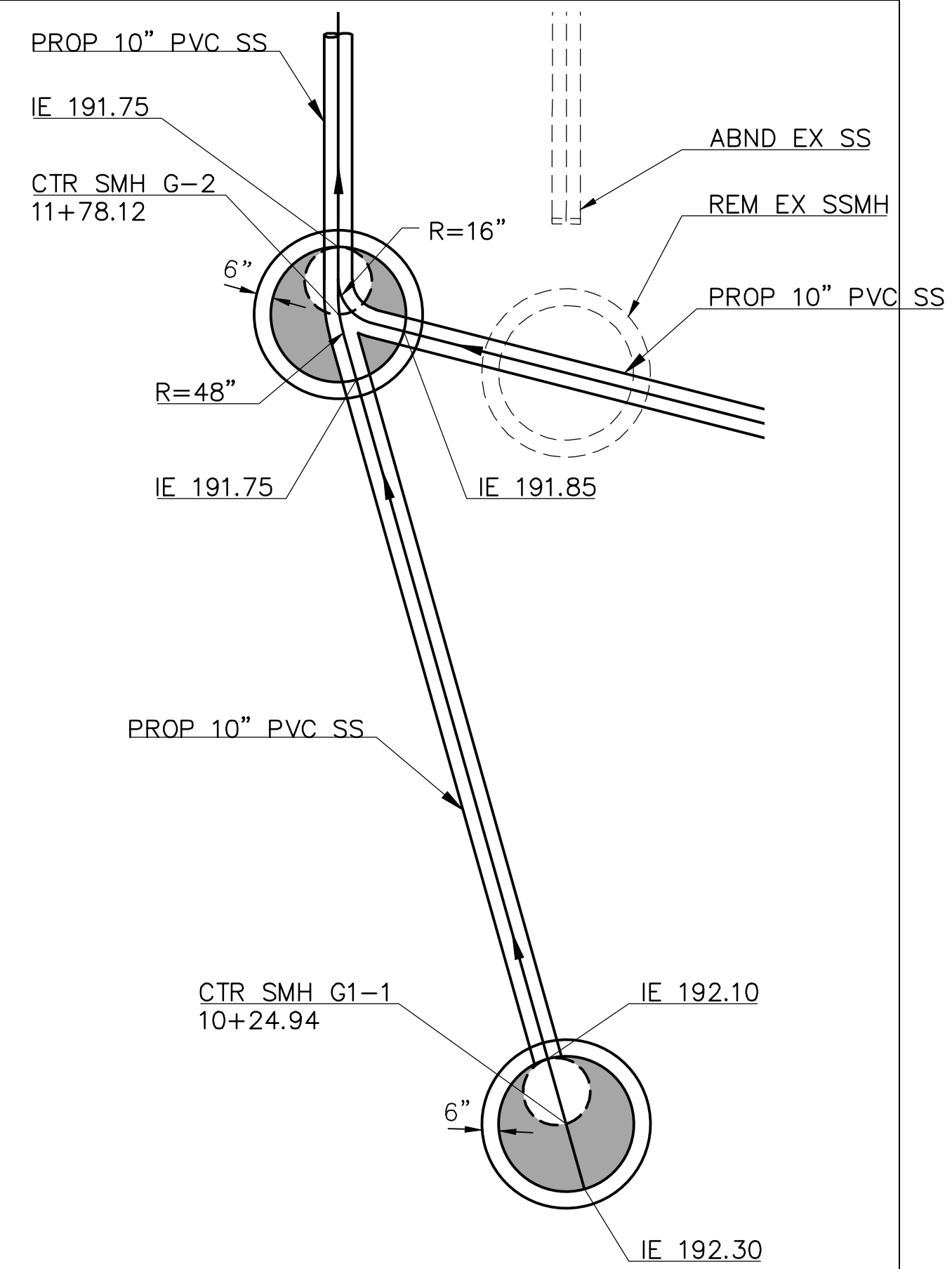
SS LINE E - MH E-1

1" = 4'



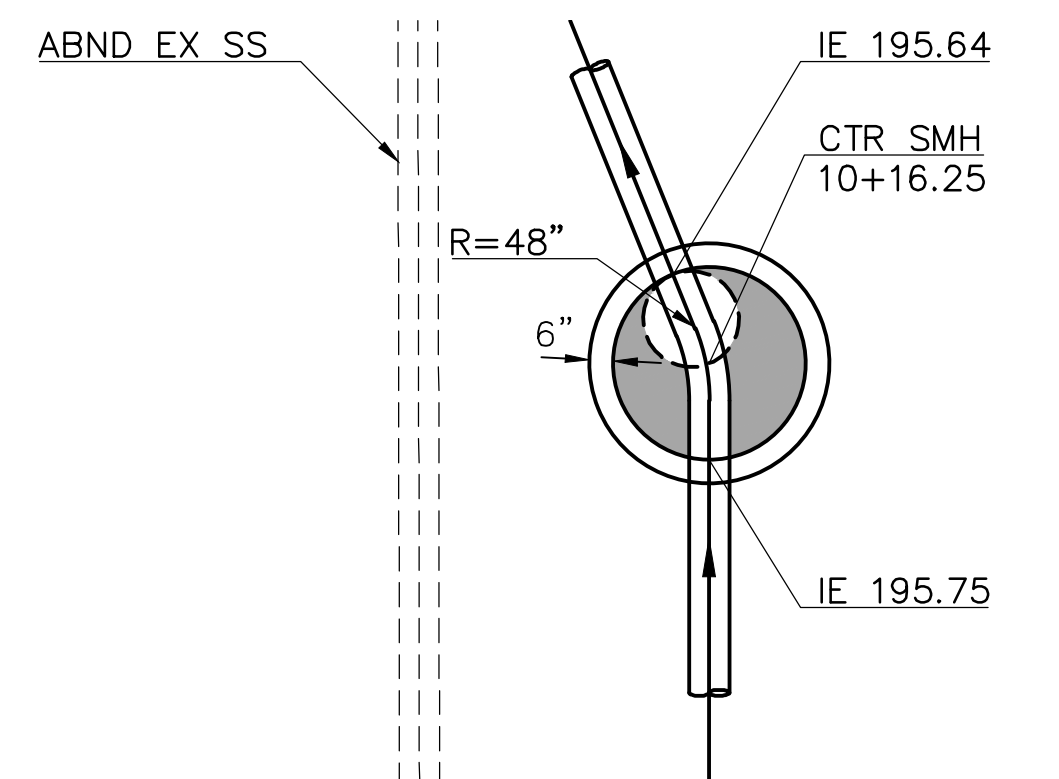
SS LINE E - MH E-2

1" = 4'



SS LINE G - MH G1-1 & G-2

1" = 4'



SS LINE D - MH D-2

1" = 4'



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:



MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:

CITY ENGINEER DATE

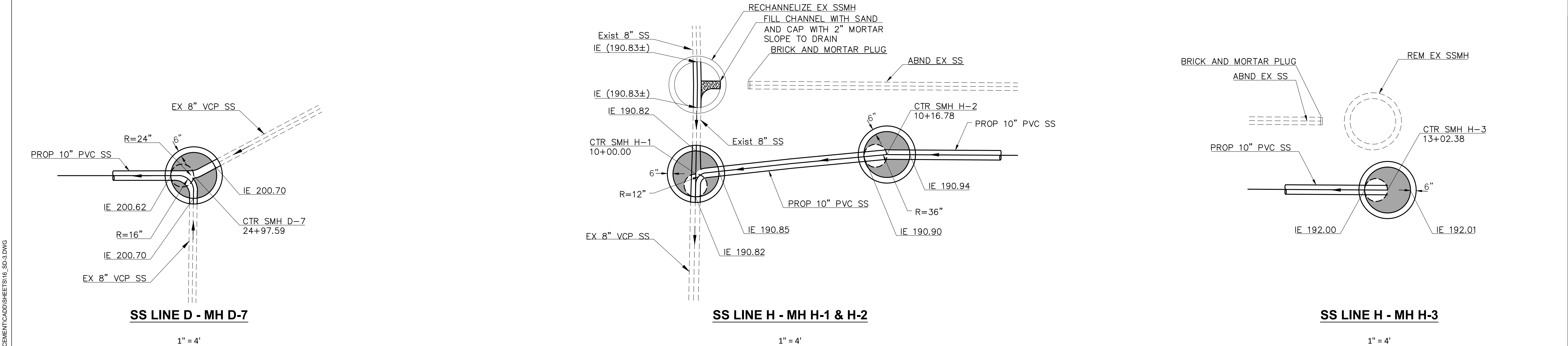
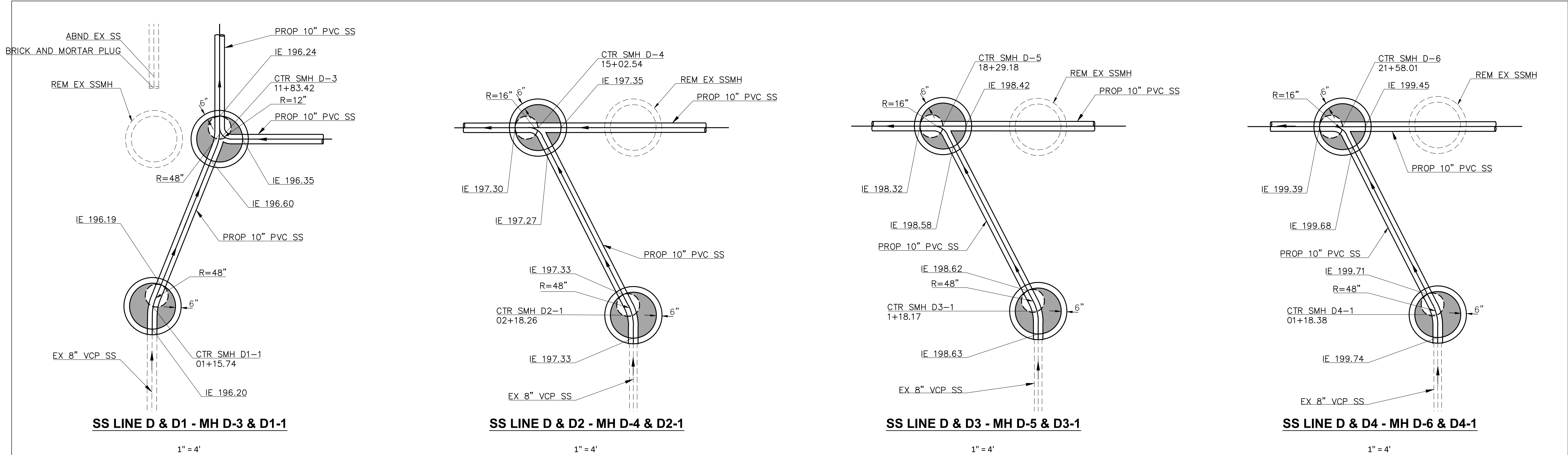
DOWNTOWN SEWER REPLACEMENT PROJECT

SEWER MANHOLE DETAILS

Sheet Number:

SD-2

Sheet 16 of 30



J:\MONTBELLO-22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\16_SD-3.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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CHECKED BY: PAT S. DATE: _____

REVIEWED BY: _____
CITY ENGINEER _____ DATE _____

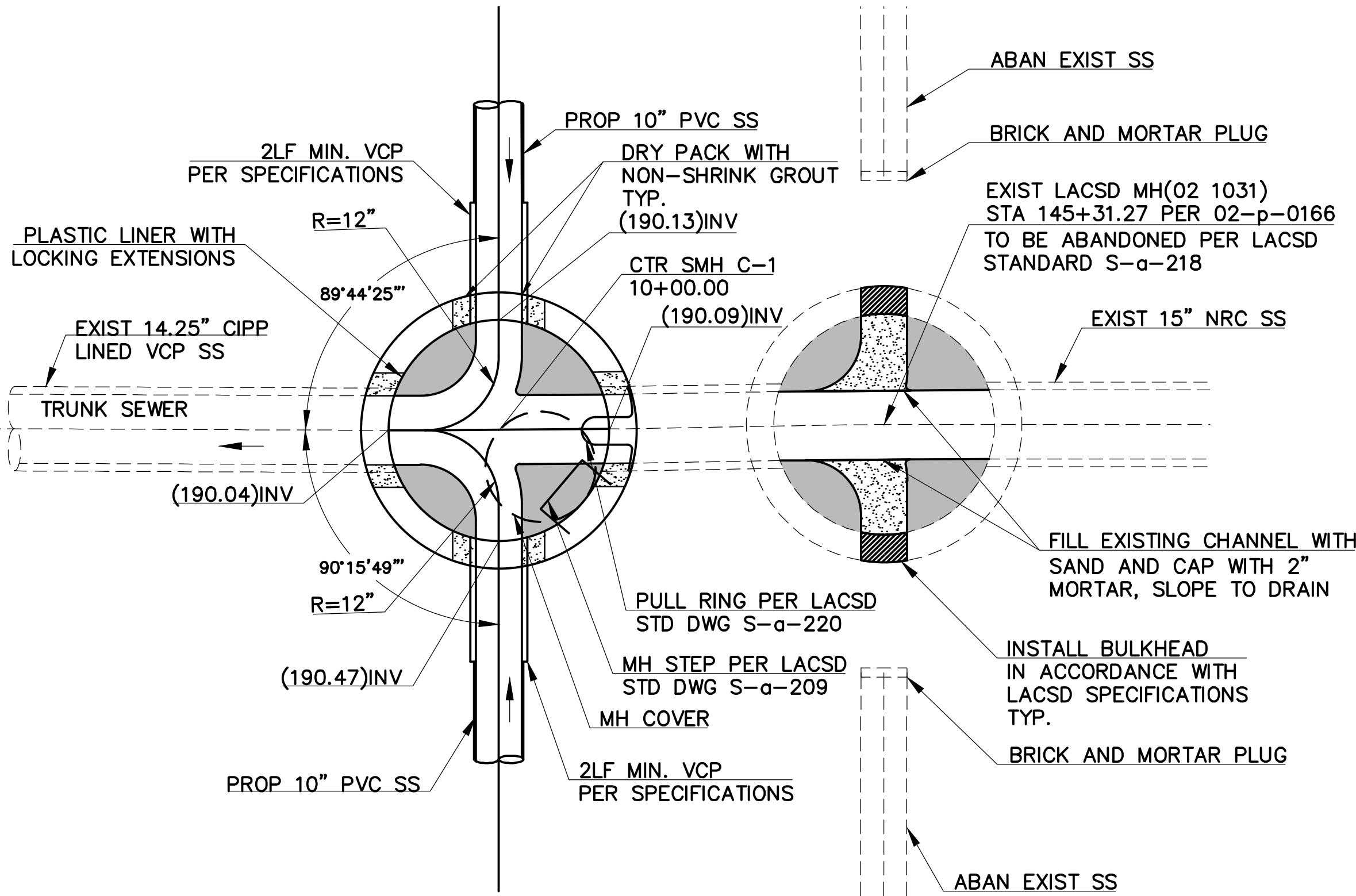
DOWNTOWN SEWER REPLACEMENT PROJECT

SEWER MANHOLE DETAILS

Sheet Number:
SD-3
Sheet 17 of 30

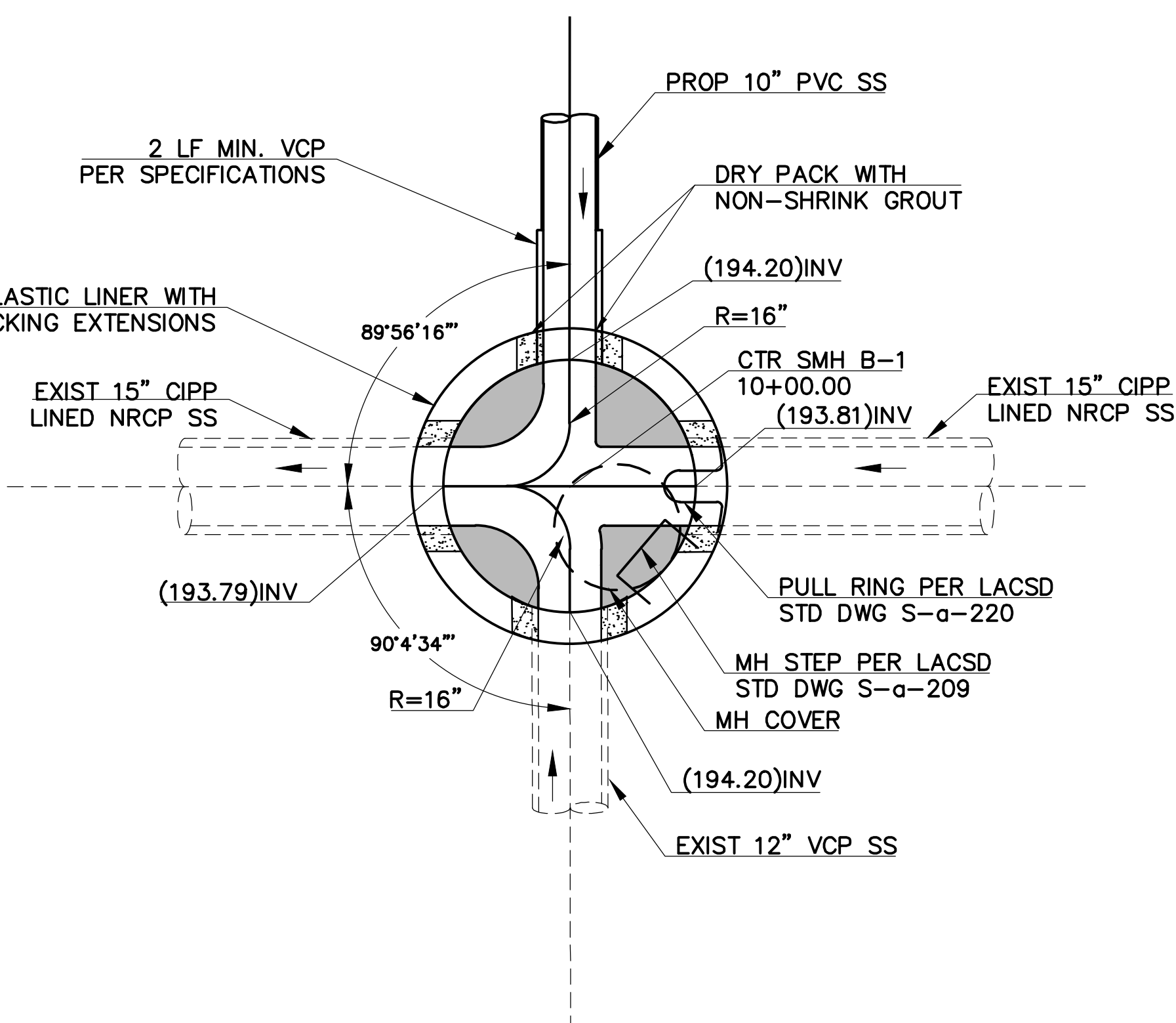
LOS ANGELES COUNTY SANITATION
DISTRICT (LACSD) GENERAL NOTES:

- NOTIFY THE LOS ANGELES COUNTY SANITATION DISTRICTS (LACSD) CONSTRUCTION MANAGEMENT SECTION HEAD AT (562) 908-4288, EXT. 2106 AT LEAST 5 WORKING DAYS PRIOR TO START OF WORK ON THE LACSD MANHOLE (MH) TO ARRANGE FOR INSPECTION.
- VERIFY EXISTING SEWER INVERTS AND SURFACE ELEVATION PRIOR TO CONSTRUCTION.
- SEND MH (SEE NOTE 12), MH SHORING (SEE NOTE 11), NON-SHRINK GROUT PER SECTION 201-7.2 OF THE GREEN BOOK AND AMENDMENTS, TRAFFIC PLATING (WHEN APPLICABLE, SEE NOTE 4), CONTROLLED LOW-STRENGTH MATERIAL (CLSM) (TO BE USED AS NON-STRUCTURAL BACKFILL PER SECTION 201-6.1.1 OF THE GREEN BOOK AND AMENDMENTS), NON-SAG POLYMER-MODIFIED MORTAR PER SECTION 502-5.5.4 OF THE GREEN BOOK AND AMENDMENTS, BONDING PRIMER (MUST BE COMPATIBLE WITH THE NON-SAG POLYMER-MODIFIED MORTAR), AND FLOW THRU PLUG TO THE LACSD SEWER DESIGN SECTION FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION. ALLOW 3 WEEKS FOR REVIEW OF EACH SUBMITTAL.
- WHENEVER VEHICULAR TRAFFIC IS REQUIRED TO BE RESTORED OVER AN EXCAVATION, STEEL PLATE BRIDGING SHALL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. FOR EXCAVATION WIDTHS LESS THAN 4'-0", THE STEEL PLATE BRIDGING SHALL BE PER STANDARD DRAWING S-a-231 OR S-a-232 (WHERE APPLICABLE). FOR EXCAVATION WIDTHS GREATER THAN 4'-0", THE STEEL PLATE BRIDGING SHALL BE DESIGNED AND STAMPED BY A CIVIL ENGINEER OR STRUCTURAL ENGINEER CURRENTLY REGISTERED IN THE STATE OF CALIFORNIA AND SHALL BE SUBMITTED TO LACSD FOR ACCEPTANCE PRIOR TO START OF WORK.
- WHEN CONNECTING TO AN EXISTING MH AND WHEN ALLOWED BY THE LACSD INSPECTOR, CORE-DRILL THE MH BASE, INSTALL THE PROPOSED SEWER PIPE, INSERT A FLEXIBLE FLOW-THRU PLUG IN THE MH TO CONTAIN THE FLOW, AND COMPLETE CHANNELIZATION OF THE MH BASE IN THE DRY. THE CONTRACTOR MAY BE REQUIRED TO REMOVE THE MH CONE IN ORDER TO INSTALL THE FLEXIBLE FLOW THRU PLUG. THIS WORK MAY HAVE TO BE PERFORMED DURING OVERNIGHT HOURS WHEN FLOWS ARE EXPECTED TO BE LOWER. WHEN USING A FLOW THRU PLUG, THE CONTRACTOR SHALL TAKE BEFORE AND AFTER PICTURES OF THE FLOW THRU PLUG INSTALLATION INSIDE THE MH TO DOCUMENT THE MH CONDITION.
- PROTECT EXISTING BRICK OR CONCRETE MH SHAFT DURING CONSTRUCTION WHEN CONNECTING TO AN EXISTING MH. BACKFILL AROUND MANHOLE USING CLSM AS TRENCH BACKFILL PER SECTION 201-6.1.1 OF THE GREEN BOOK AND AMENDMENTS, EXTENDING A MINIMUM OF 2 FEET BEYOND THE OUTSIDE OF THE MH. WHEN APPLICABLE, RECONSTRUCTION OF BRICK MH SHALL BE PER LACSD STANDARD DRAWING S-a-219.
- WHEN CONSTRUCTING A NEW MH, PARTIALLY FORM THE MH BASE AROUND THE EXISTING SEWER PIPE. WHEN ALLOWED BY THE LACSD INSPECTOR, BREAK OUT THE ENTIRE EXISTING PIPE. INSERT A FLEXIBLE FLOW-THRU PLUG IN THE MH TO CONTAIN THE FLOW, AND COMPLETE CHANNELIZATION OF THE MH BASE IN THE DRY. THIS WORK MAY HAVE TO BE PERFORMED DURING OVERNIGHT HOURS WHEN FLOWS ARE EXPECTED TO BE LOWER.
- CONSTRUCT NEW MH PER LACSD STANDARD DRAWING S-a-204. BACKFILL AROUND MH USING CLSM AS TRENCH BACKFILL PER SECTION 201-6.1.1 OF THE GREEN BOOK AND AMENDMENTS, EXTENDING A MINIMUM OF 2 FEET BEYOND THE OUTSIDE WALL OF THE MH. THE CONTRACTOR SHALL COMPACT THE SOIL AT THE BASE OF THE MH TO THE SATISFACTION OF THE ENGINEER. THE SEWER PIPE SHALL BE SUPPORTED PER LACSD STANDARD DRAWING S-a-222 UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- PERFORM VIDEO INSPECTION OF THE COMPLETED CONNECTION INSIDE THE MH AND PROVIDE VIDEO TO LACSD INSPECTOR TO CONFIRM SATISFACTORY COMPLETION OF THE WORK.
- NOTE THAT THE MH DETAIL IS A SCHEMATIC AND MAY NOT BE A TRUE REPRESENTATION OF THE EXISTING MH IN THE FIELD.
- THE MH SHORING SUBMITTAL SHALL INCLUDE THE FOLLOWING: A) THE PLANNED DEPTH AND WIDTH OF THE TRENCH EXCAVATION; B) THE ANTICIPATED LOADS ON THE SHORING, INCLUDING SURCHARGE; C) DRAWINGS AND DETAILS, INCLUDING THE MANUFACTURER'S DATA SHEET, INDICATING ONLY THE SHORING BRACES/PLATES TO BE USED; AND D) ENGINEERING CALCULATIONS TO SHOW THE SHORING IS APPROPRIATE FOR THE DEPTH, TRENCH WIDTH AND ANTICIPATED LOADS. THE DRAWINGS AND CALCULATIONS SHALL BE STAMPED AND SIGNED BY A CIVIL OR STRUCTURAL ENGINEER CURRENTLY REGISTERED TO PRACTICE IN THE STATE OF CALIFORNIA.
- THE MH SUBMITTAL SHALL INCLUDE THE FOLLOWING: A) THE MH BASE CONCRETE MIX; B) THE MH BASE REBAR; C) THE MH STACKING LIST; D) THE PLASTIC LINER WITH LOCKING EXTENSIONS, INCLUDING THE 3RD PARTY LABORATORY USED FOR INSPECTION; E) THE MH FRAME AND COVER; F) THE MH STEPS; G) THE PULL RING; H) THE CONCRETE RING MIX PLACED AROUND THE MH FRAME; AND I) NON-SHRINK GROUT OR SEALANT PER SECTIONS 201-7.2 OR 306-10.2.6 OF THE GREEN BOOK AND AMENDMENTS, RESPECTIVELY, OR TYPE B MORTAR FOR SHAFT JOINTS.
- PER SECTION 306-7.4.2.5 OF THE GREEN BOOK AND AMENDMENTS, A FLEXIBLE JOINT SHALL BE INSTALLED IN THE PIPELINE WITHIN 18 INCHES OF THE OUTSIDE WALL OF THE LACSD MANHOLE AND AN ADDITIONAL FLEXIBLE JOINT SHALL BE INSTALLED 2 FEET FROM THE FIRST JOINT.
- THE CUT CIPP LINED EDGES MUST BE SEALED IN ACCORDANCE WITH SECTION 500-5.5.9 OF THE LACSD AMENDMENTS TO THE STANDARD SPECIFICATIONS. THE SEALANT MATERIAL SHALL BE SUBMITTED FOR REVIEW.
- ANY WORK TO COMMENCE ON LOS ANGELES COUNTY SANITATION DISTRICTS (LACSD) MANHOLES PRIOR TO OCTOBER 2025 NOTIFY THE LACSD CONSTRUCTION MANAGEMENT PROJECT ENGINEER, DONALD TON, AT (562) 908-4288, EXT 5824.



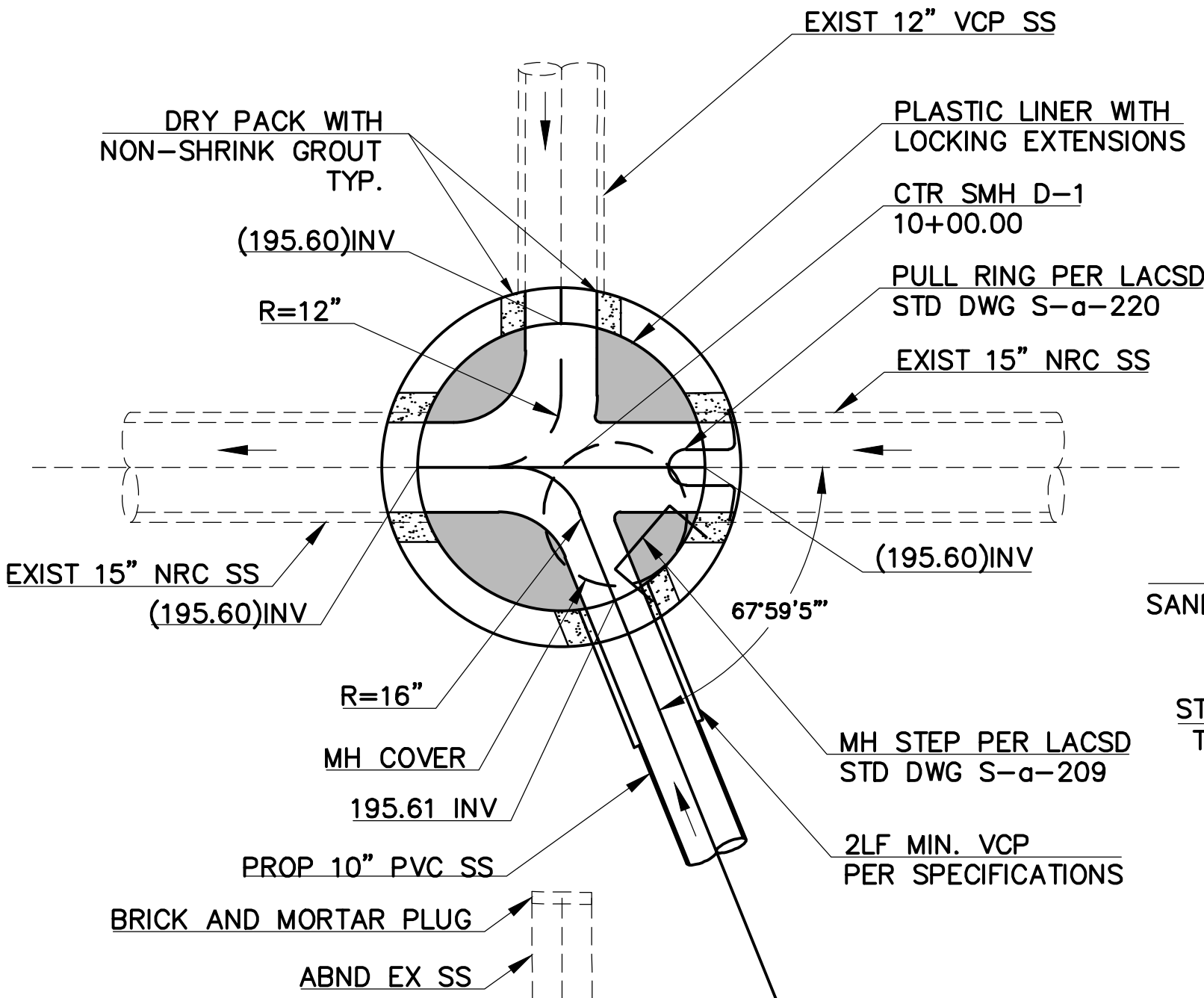
**PROP LACSD MH LINE C STA 10+00.00 =
LACSD STA 145+24.27 PER 02-p-0166**

1/2" = 1'



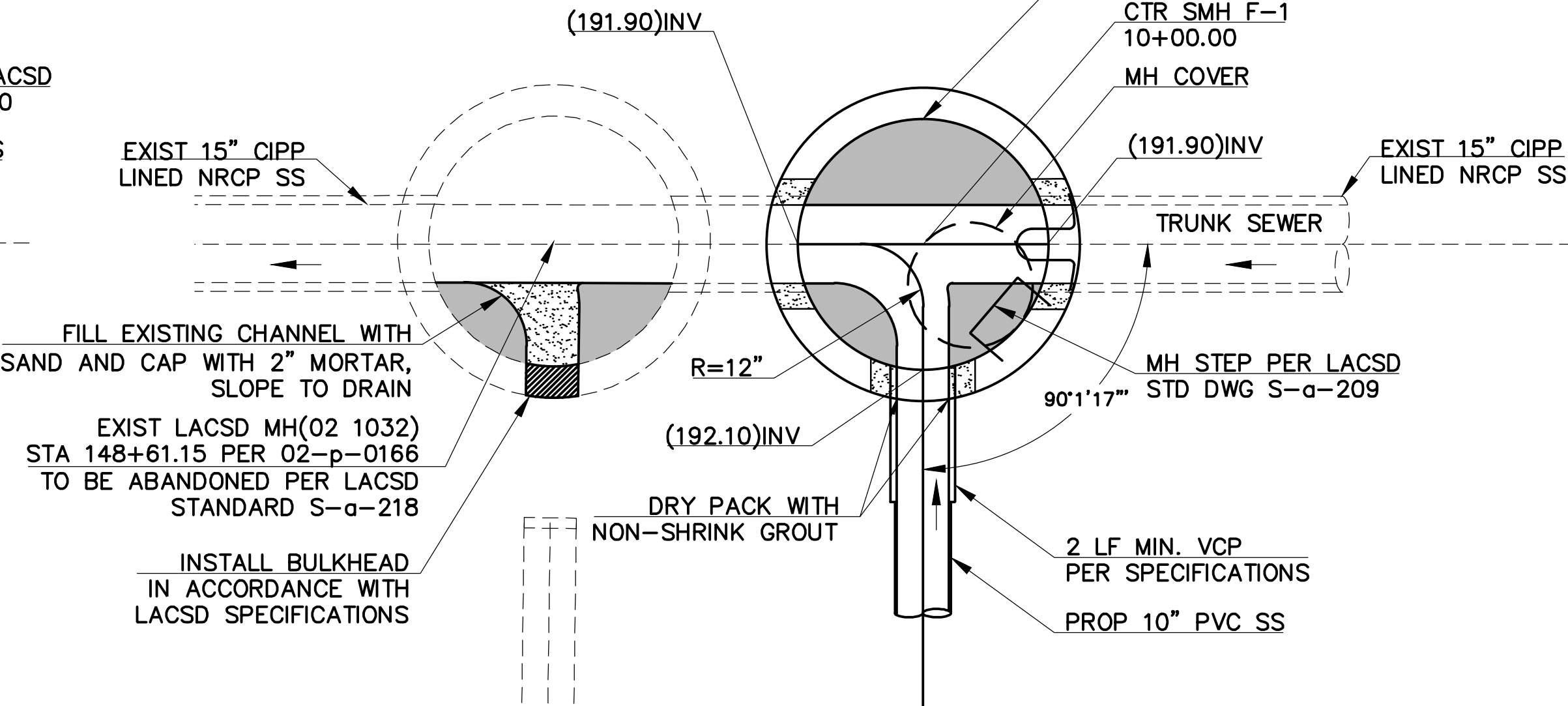
**EXIST LACSD MH (02 1033) LINE B STA 10+00.00 =
LACSD STA 151+91.09 PER 02-p-0166**

1/2" = 1'



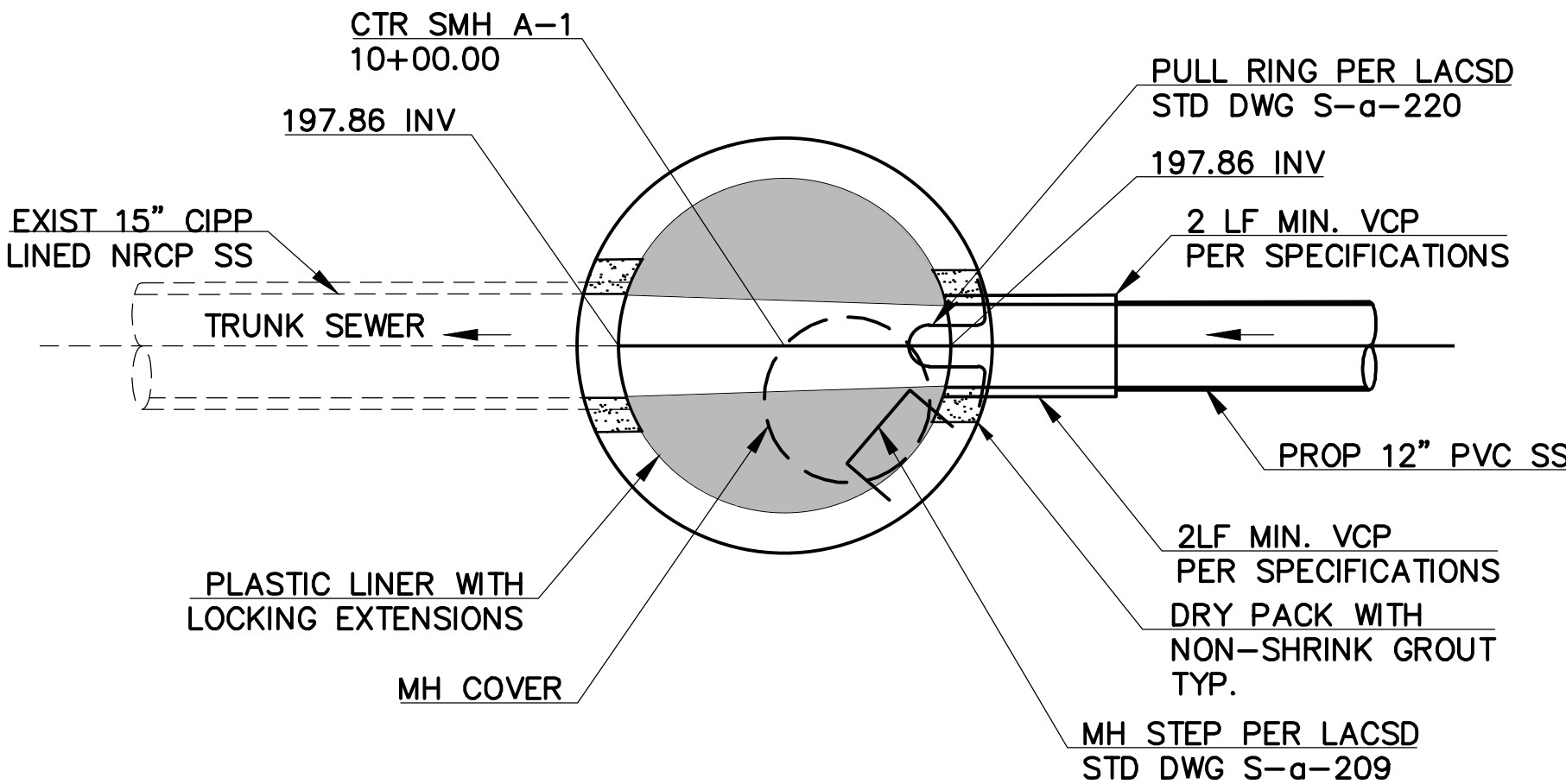
**EXIST LACSD MH (02 1034) LINE D STA 10+00.00 =
LACSD STA 155+20.94 PER 02-p-0166**

1/2" = 1'



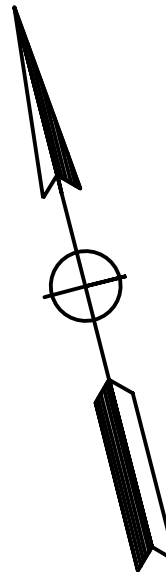
**PROP LACSD MH LINE F STA 10+00.00 =
LACSD STA 148+67.15 PER 02-p-0166**

1/2" = 1'



**EXIST LACSD MH (02 1035) LINE A STA 10+00.00 =
LACSD STA 151+91.09 PER 02-p-0166**

1/2" = 1'



J:\MONTBELLO-22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\17_SD-4.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

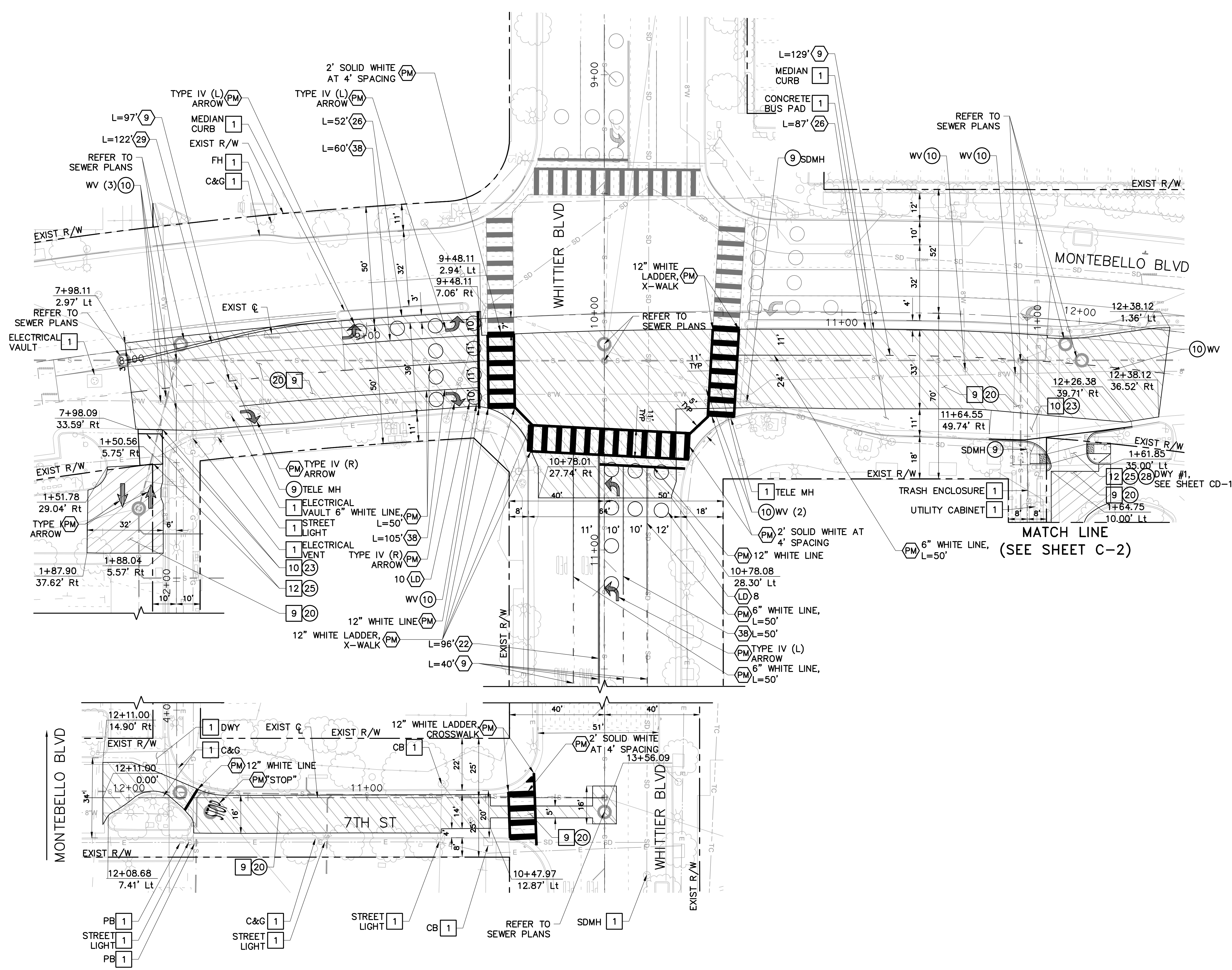
REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

LACSD SEWER MANHOLE DETAILS

Sheet Number:
SD-4
Sheet 18 of 30

J:\MONTABELLO-22-00179 AS-NEEDED SVC'S, TO15-DOWNTOWN SEWER REPLACEMENT\CD\DWG SHEETS\18_C-1.DWG



REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 9 COLD MILL EXISTING AC PAVEMENT (2")
- 10 SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE
- 12 SAWCUT AND REMOVE EXIST PCC DRIVEWAY APPROACH

CONSTRUCTION NOTES:

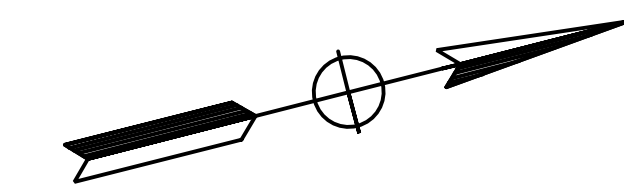
- 9 ADJUST MANHOLE TO GRADE
- 10 ADJUST TO GRADE, UTILITY PER PLAN
- 20 CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 23 CONSTRUCT 0.50' OF FULL DEPTH PCC PER SPPWC STD. PLAN 132-4
- 25 CONSTRUCT CONCRETE DRIVEWAY APPROACH PER SPPWC STD. PLAN 110-2 TYPE C
- 28 MATCH INSTALLED CONCRETE DRIVEWAY WITH EXISTING COLORED CONCRETE AND SCORE LINE PATTERN

SIGNING & STRIPING NOTES:

- 1 INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- 1D INSTALL LOOP DETECTORS IN KIND AND CONNECT TO DLC \PPER CALTRANS STD. PLANS ES-5A & ES5B
- PM INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THROUGH A20H
- E EXISTING SIGN TO REMAIN
- RR REMOVE AND REPLACE EXISTING SIGN AND POST

LEGEND:

COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY



20 10 0 20 40
SCALE: 1" = 20'

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:

CITY ENGINEER DATE

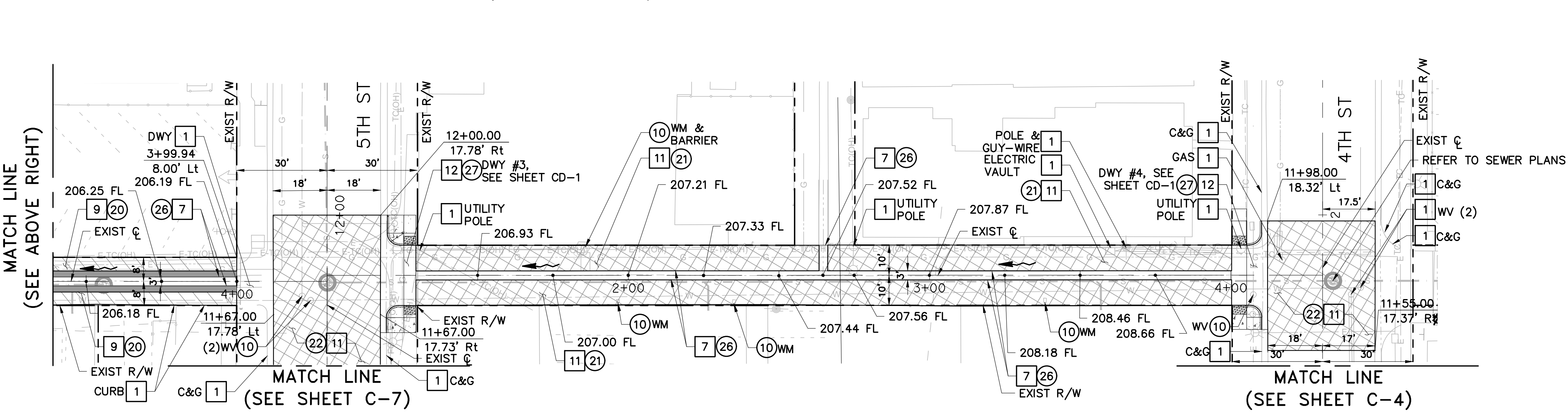
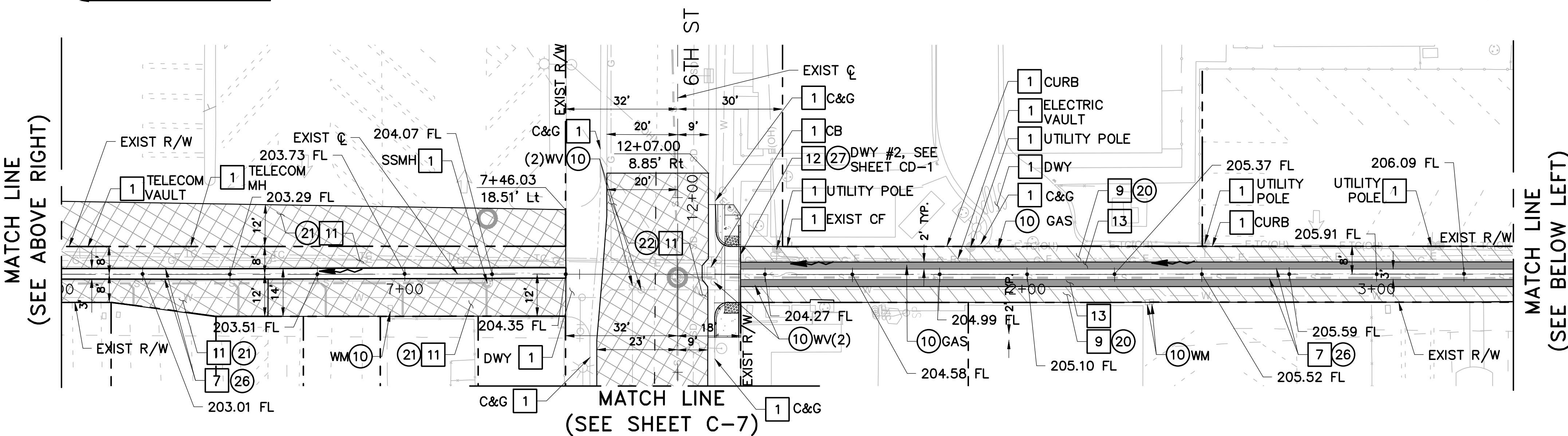
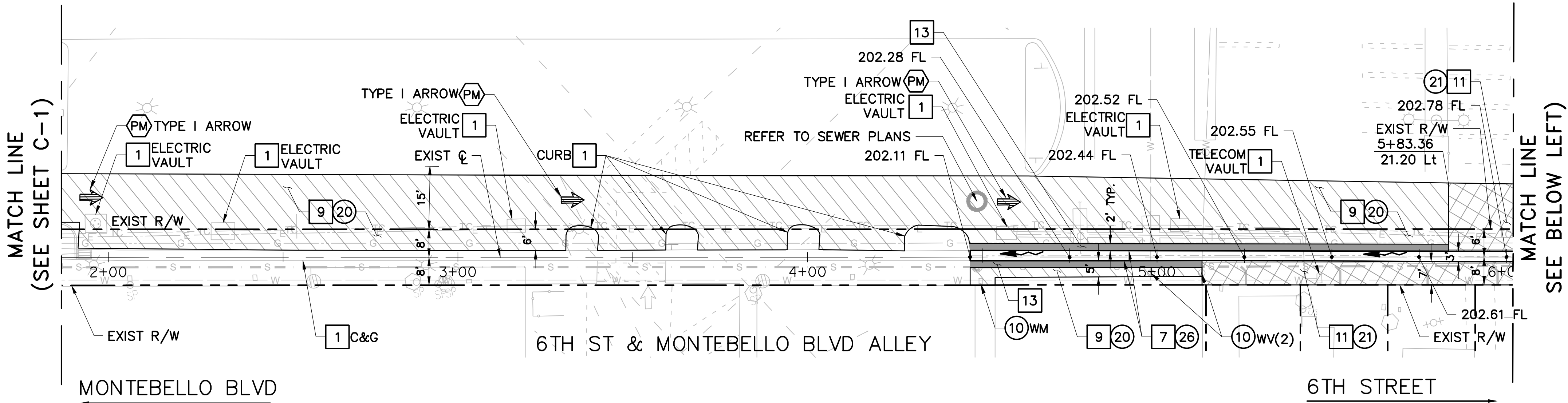
DOWNTOWN SEWER REPLACEMENT PROJECT

PAVEMENT RESTORATION PLANS
MONTABELLO BLVD AND S 7TH ST

Sheet Number:

C-1

Sheet 19 of 30



REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 7 SAWCUT AND REMOVE PCC LONGITUDINAL GUTTER
- 9 COLD MILL EXISTING AC PAVEMENT (2")
- 11 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 12 SAWCUT AND REMOVE EXIST PCC DRIVEWAY APPROACH
- 13 SAWCUT AND REMOVE EXIST AC PAVEMENT, 24" WIDTH FROM PROPOSED GUTTER

CONSTRUCTION NOTES:

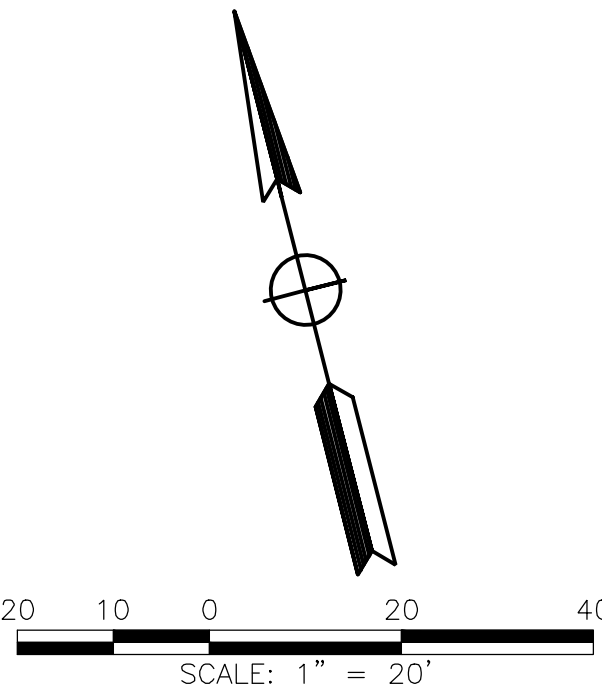
- 10 ADJUST TO GRADE, UTILITY PER PLAN
- 20 CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 21 CONSTRUCT 0.35' HMA OVER 0.65' AGGREGATE BASE ALLEY PAVEMENT SECTION
- 22 CONSTRUCT 0.45' HMA OVER 0.85' AGGREGATE BASE STREET PAVEMENT SECTION
- 26 CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPPWC 122-3, W=3'
- 27 CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH PER SPPWC STD. PLAN 130-1

SIGNING & STRIPING NOTES:

- 1 INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- 10 INSTALL LOOP DETECTORS IN KIND AND CONNECT TO DLC \PPER CALTRAN STD. PLANS ES-5A & ESSB
- PM INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THROUGH A20H
- E EXISTING SIGN TO REMAIN
- RR REMOVE AND REPLACE EXISTING SIGN AND POST

LEGEND:

- COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
- SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
- PROPOSED AC PAVEMENT
- FLOW DIRECTION



J:\MONTABELLO-22-00179 AS-NEEDED SVCS\ TO15-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\19_C-2.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:
PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT
PAVEMENT RESTORATION PLANS
NORTH ALLEY FROM MONTEBELLO BLVD TO 4TH ST

Sheet Number:
C-2
Sheet 20 of 30

REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 7 SAWCUT AND REMOVE PCC LONGITUDINAL GUTTER
- 9 COLD MILL EXISTING AC PAVEMENT (2")
- 10 SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE
- 11 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 12 SAWCUT AND REMOVE EXIST PCC DRIVEWAY APPROACH
- 13 SAWCUT AND REMOVE EXIST AC PAVEMENT, 24" WIDTH FROM PROPOSED GUTTER

CONSTRUCTION NOTES:

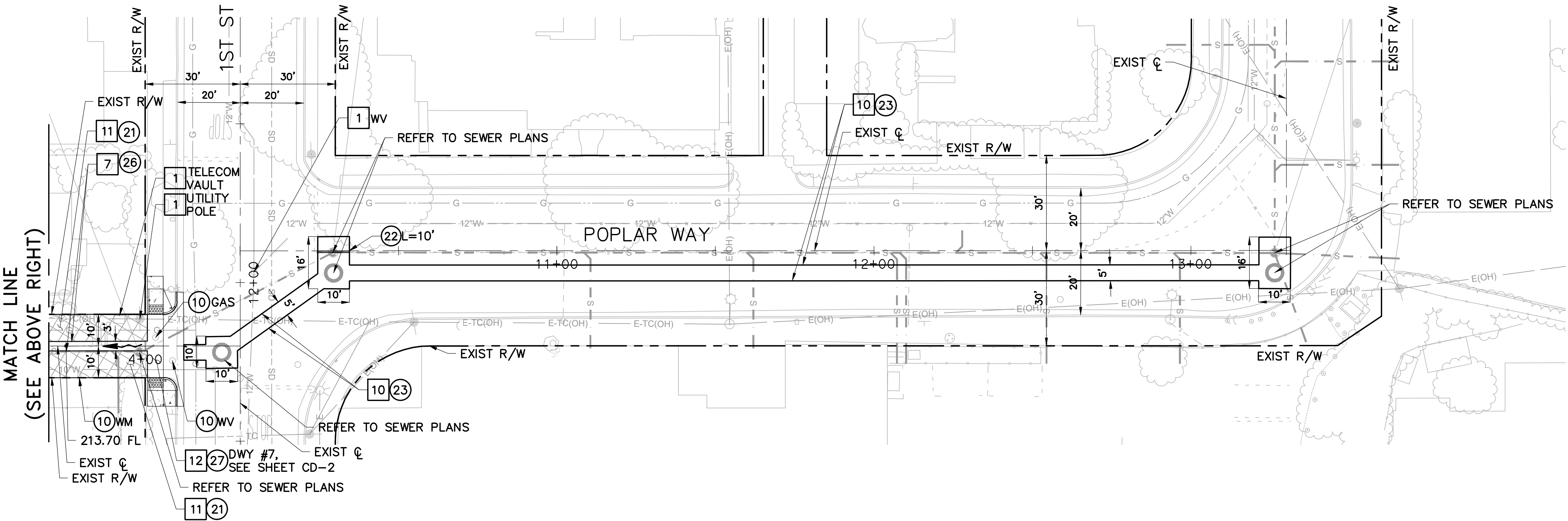
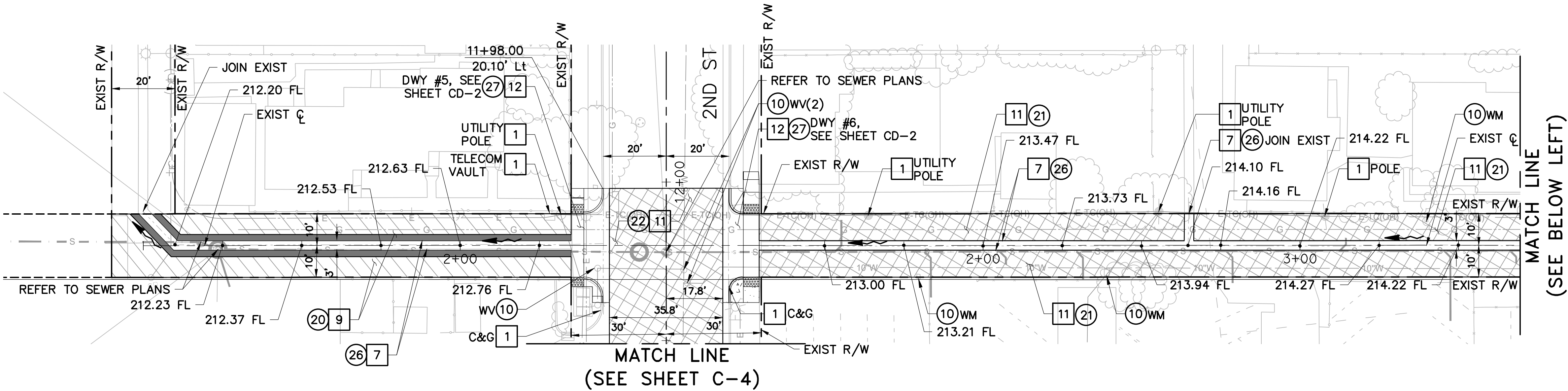
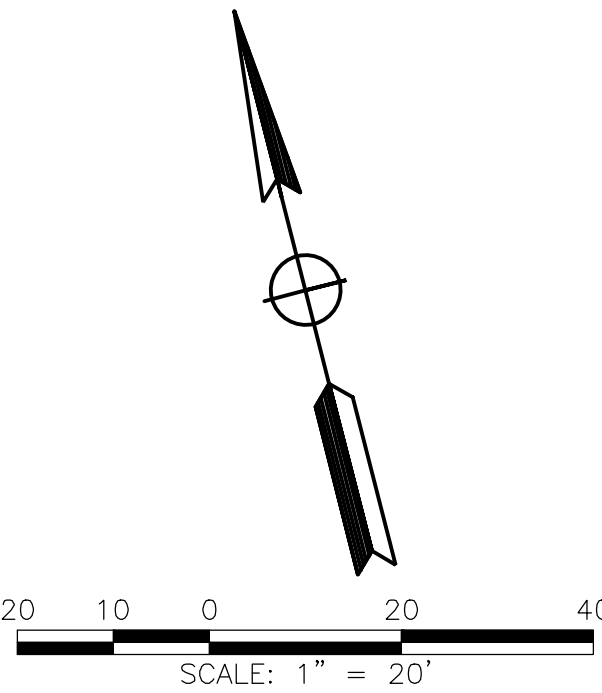
- 10 ADJUST TO GRADE, UTILITY PER PLAN
- 20 CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 21 CONSTRUCT 0.35' HMA OVER 0.65' AGGREGATE BASE ALLEY PAVEMENT SECTION
- 22 CONSTRUCT 0.45' HMA OVER 0.85' AGGREGATE BASE STREET PAVEMENT SECTION
- 23 CONSTRUCT 0.50' OF FULL DEPTH PCC PER SPPWC STD. PLAN 132-4
- 26 CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPPWC 122-3, W=3'
- 27 CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH PER SPPWC STD. PLAN 130-3

SIGNING & STRIPING NOTES:

- # INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- LD INSTALL LOOP DETECTORS IN KIND AND CONNECT TO DLC \PPER CALTRAN STD. PLANS ES-5A & ESSB
- PM INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THROUGH A20H
- E EXISTING SIGN TO REMAIN
- RR REMOVE AND REPLACE EXISTING SIGN AND POST

LEGEND:

- COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
- SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
- PROPOSED AC PAVEMENT
- FLOW DIRECTION



J:\MONTBELLO\22-00179 AS-NEEDED SVC\1015-DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\20 C-3.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.



MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

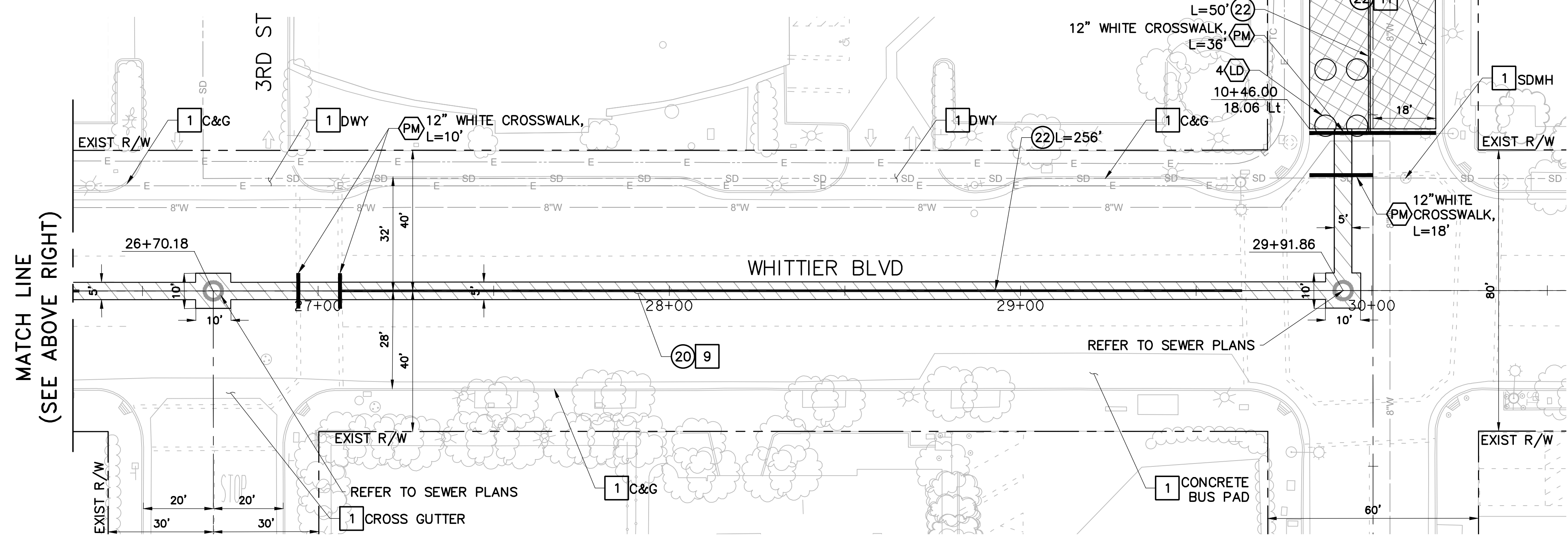
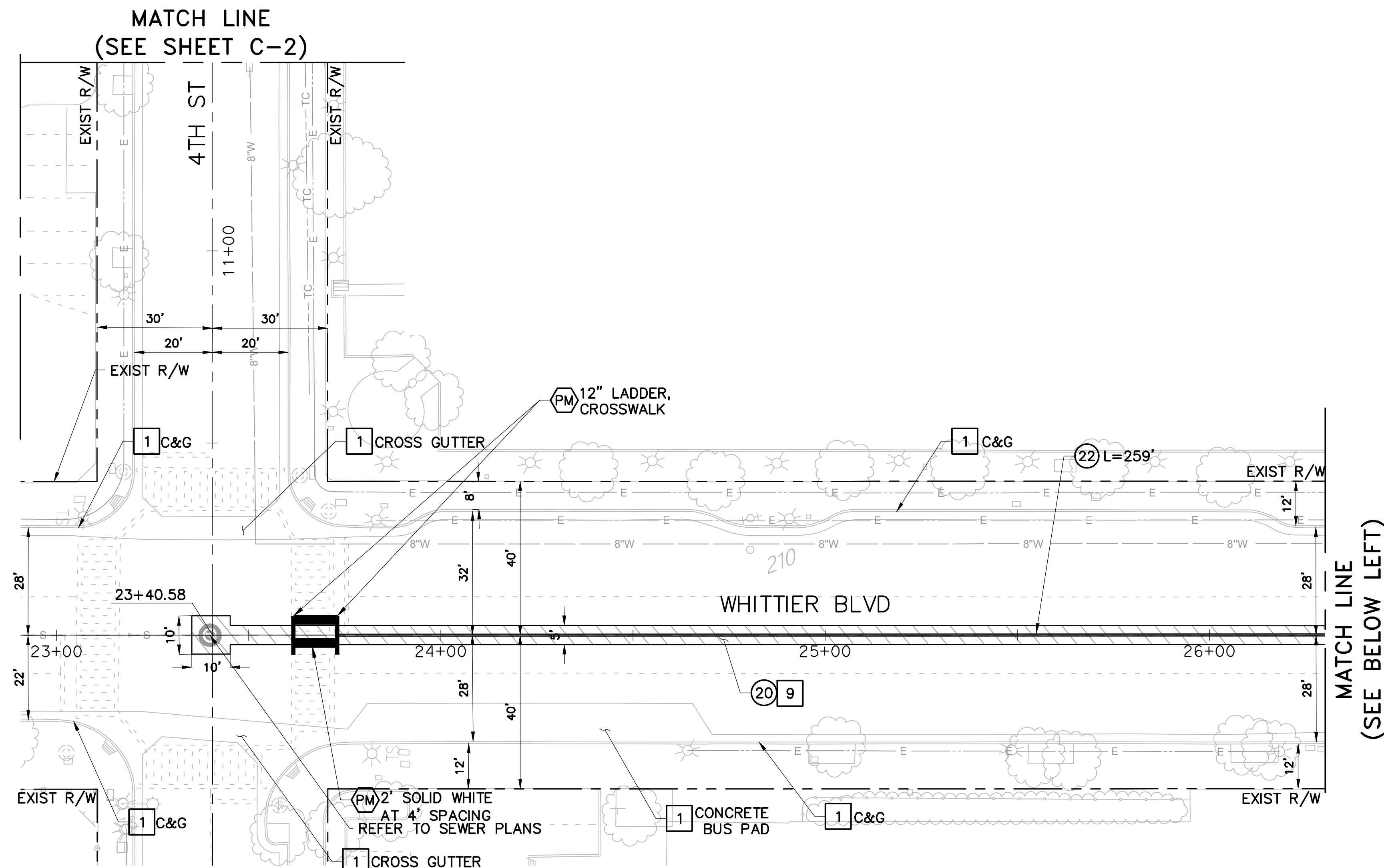
REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

PAVEMENT RESTORATION PLANS
NORTH ALLEY FROM 2ND ST TO 1ST ST AND POPLAR WAY

Sheet Number:
C-3
Sheet 21 of 30

J:\MONTBELLO\22-00179 AS-NEEDED SVC\1015-DOWNTOWN SEWER REPLACEMENT\CAD\SHETS\21_C-4.DWG



REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 9 COLD MILL EXISTING AC PAVEMENT (2")
- 11 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE

CONSTRUCTION NOTES:

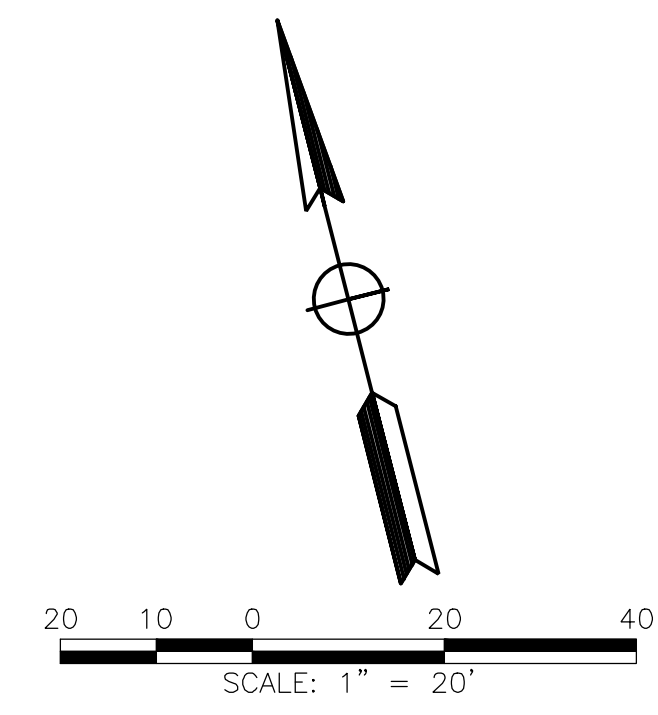
- 10 ADJUST TO GRADE, UTILITY PER PLAN
- 20 CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PG64-10 (2")
- 22 CONSTRUCT 0.45' HMA OVER 0.85' AGGREGATE BASE STREET PAVEMENT SECTION

SIGNING & STRIPING NOTES:

- 1 INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- LD INSTALL LOOP DETECTORS IN KIND AND CONNECT TO DLC \PPER CALTRAN STD. PLANS ES-5A & ESSB
- PM INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THROUGH A20H
- E EXISTING SIGN TO REMAIN
- RR REMOVE AND REPLACE EXISTING SIGN AND POST

LEGEND:

- COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
- SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
NO.	DATE	BY	DESCRIPTION	APPROV.

UNDER THE SUPERVISION OF:
PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

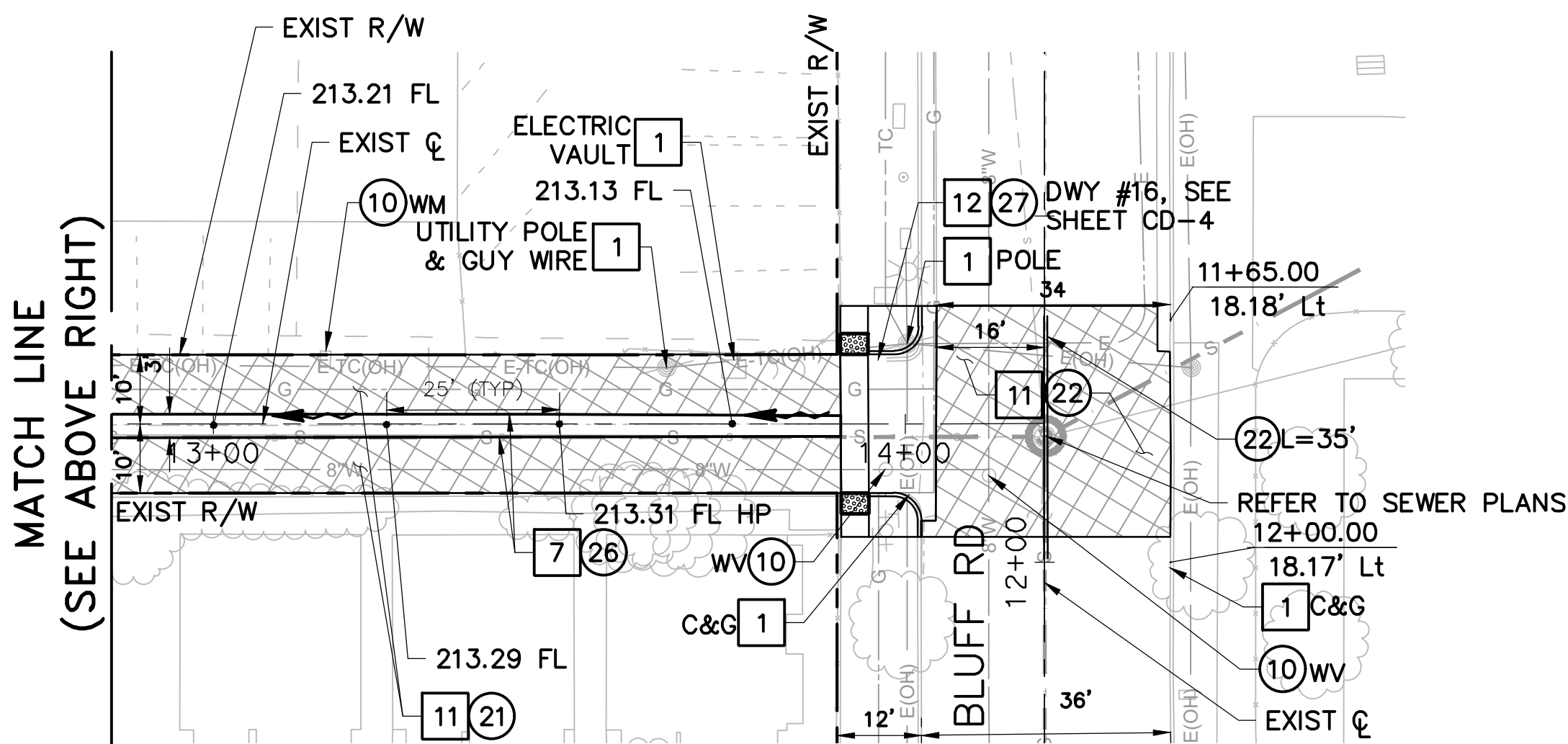
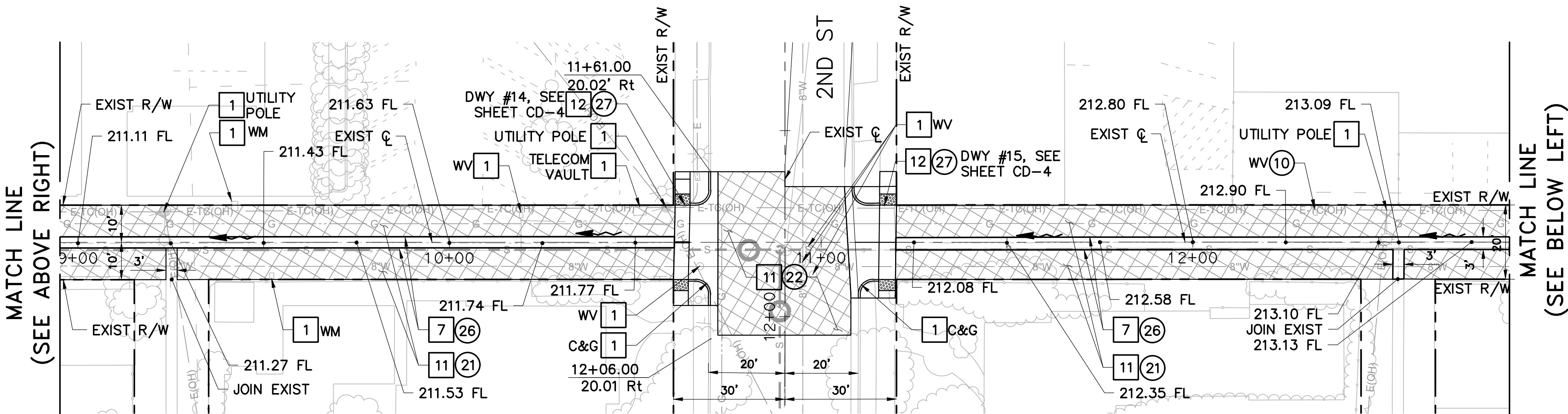
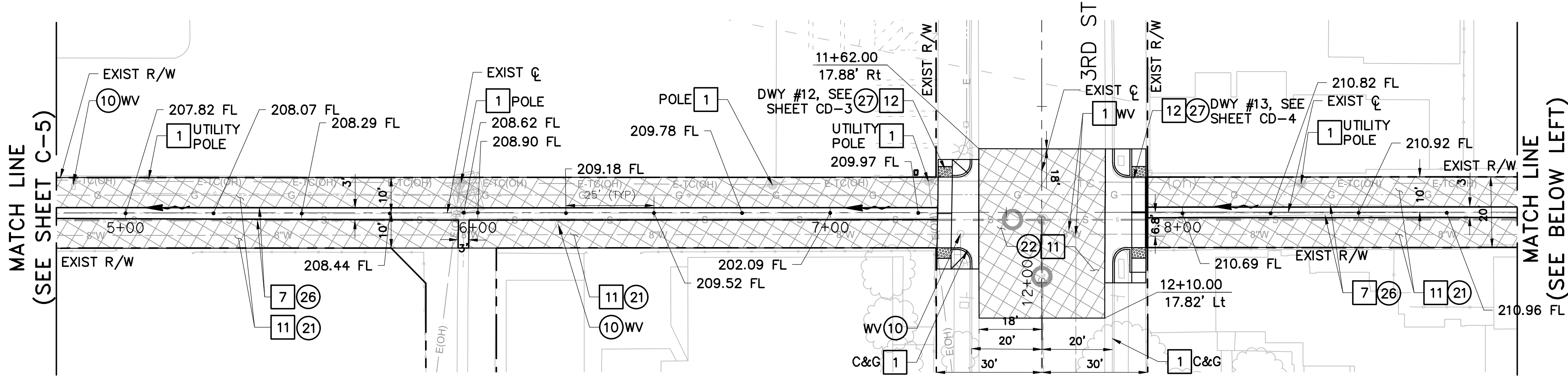
MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

PAVEMENT RESTORATION PLANS
WHITTIER BLVD FROM 2ND ST TO 4TH ST

Sheet Number:
C-4
Sheet 22 of 30



REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 7 SAWCUT AND REMOVE PCC LONGITUDINAL GUTTER
- 11 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE
- 12 SAWCUT AND REMOVE EXIST PCC DRIVEWAY APPROACH

CONSTRUCTION NOTES:

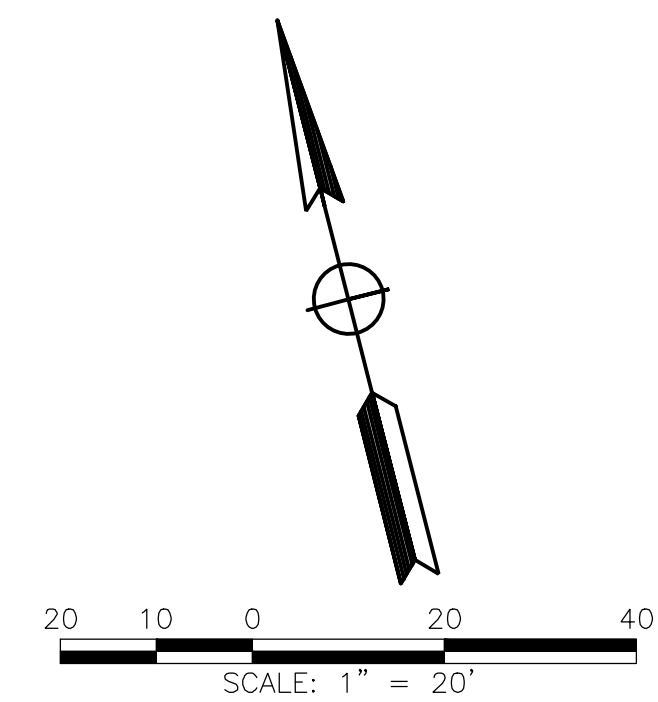
- 10 ADJUST TO GRADE, UTILITY PER PLAN
- 21 CONSTRUCT 0.35' HMA OVER 0.65' AGGREGATE BASE ALLEY PAVEMENT SECTION
- 22 CONSTRUCT 0.45' HMA OVER 0.85' AGGREGATE BASE STREET PAVEMENT SECTION
- 26 CONSTRUCT CONCRETE LONGITUDINAL GUTTER PER SPPWC 122-3, W=3'
- 27 CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH PER SPPWC STD. PL-4

SIGNING & STRIPING NOTES:

- 1/2 INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- 1/2D INSTALL LOOP DETECTORS IN KIND AND CONNECT TO DLC \PPER CALTRAN STD. PLANS ES-5A & ESSB
- 1/2PM INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THROUGH A20H
- 1/2E EXISTING SIGN TO REMAIN
- 1/2RR REMOVE AND REPLACE EXISTING SIGN AND POST

LEGEND:

- COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
- SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
- FLOW DIRECTION



J:\MONTBELLO-22-00179 AS-NEEDED SVCS\1015-DOWNTOWN SEWER REPLACEMENT\CD\SHS23_C-6.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				
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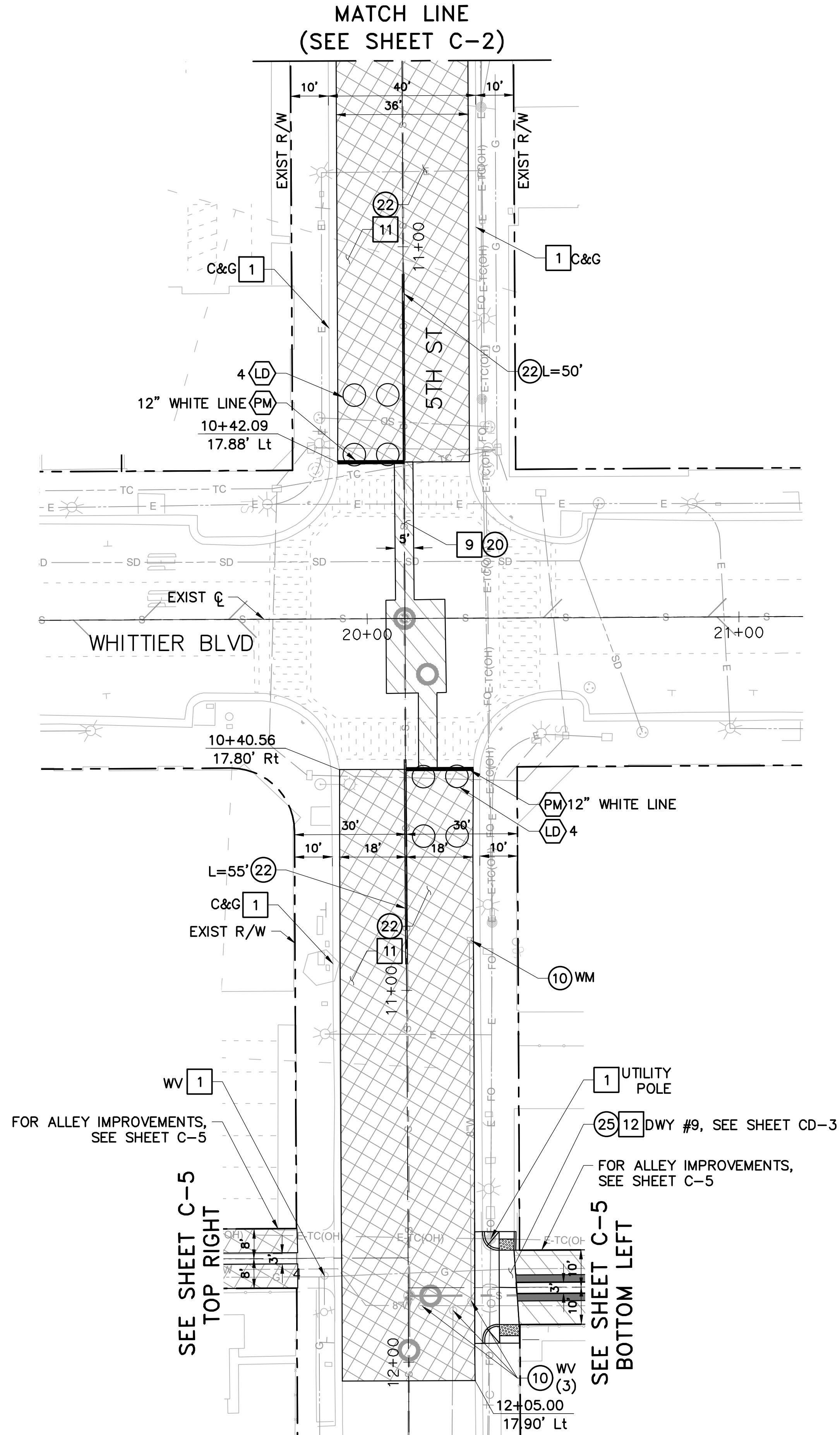
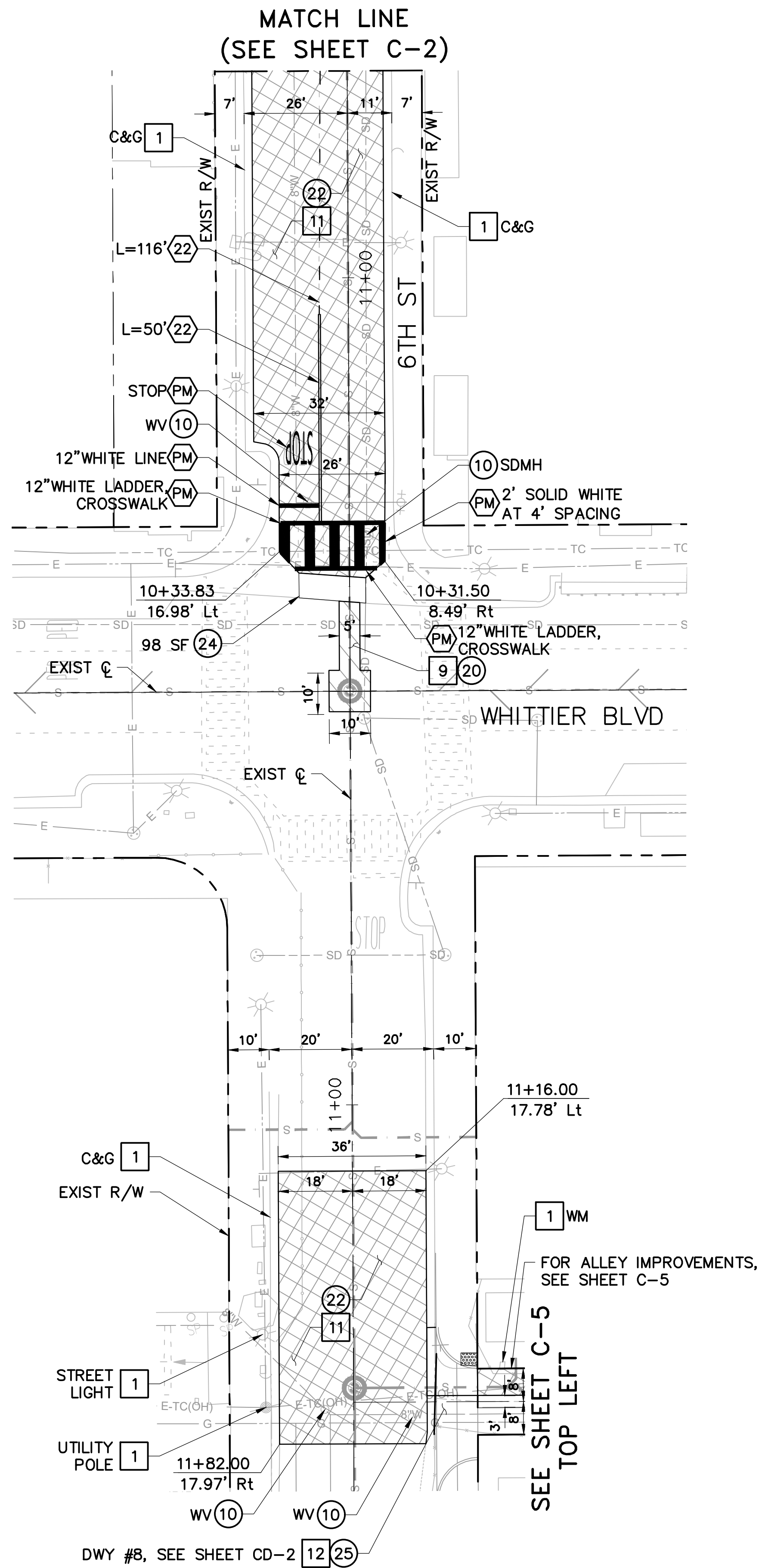
UNDER THE SUPERVISION OF:
PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT
PAVEMENT RESTORATION PLANS
WHITTIER BLVD FROM 2ND ST TO 4TH ST

Sheet Number:
C-6
Sheet 24 of 30



REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 9 COLD MILL EXISTING AC PAVEMENT (2")
- 11 SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE
- 12 SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUB-BASE

CONSTRUCTION NOTES:

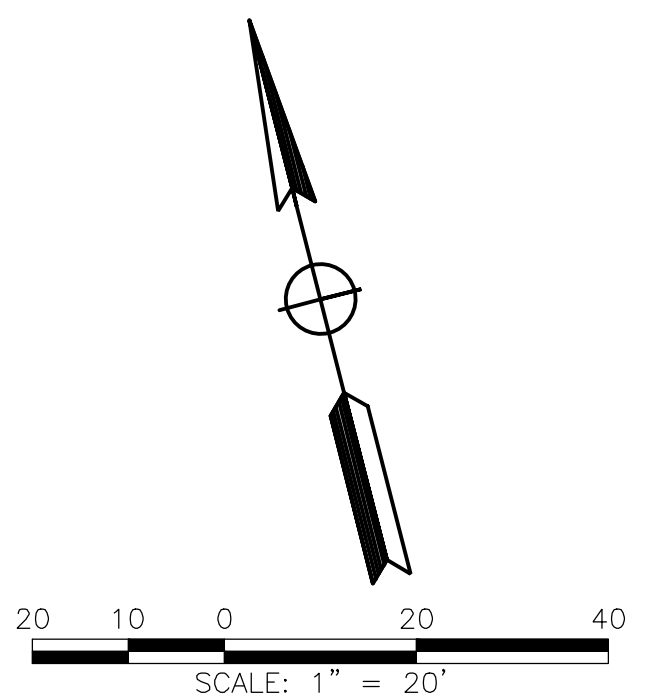
- 3 ADJUST MANHOLE TO GRADE
- 10 ADJUST TO GRADE, UTILITY PER PLAN
- 20 CONSTRUCT 2" CONVENTIONAL AC OVERLAY TYPE C2-PC64-10 (2")
- 22 CONSTRUCT 0.45' HMA OVER 0.85' AGGREGATE BASE STREET PAVEMENT SECTION
- 24 CONSTRUCT CONCRETE CROSS GUTTER PER SPPWC STD. PLAN 122-3
- 25 CONSTRUCT CONCRETE DRIVEWAY APPROACH PER SPPWC STD. PLAN 110-2 TYPE C

SIGNING & STRIPING NOTES:

- 4 INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- LD INSTALL LOOP DETECTORS IN KIND AND CONNECT TO DLC \PPER CALTRANS STD. PLANS ES-5A & ES5B
- PM INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THROUGH A20H
- E EXISTING SIGN TO REMAIN
- RR REMOVE AND REPLACE EXISTING SIGN AND POST

LEGEND:

- COLD MILL EXIST AC PAVEMENT AND CONSTRUCT AC OVERLAY
- SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN



J:\MONTBELLO\22-00179 AS-NEEDED SVC\1015-DOWNTOWN SEWER REPLACEMENT\CD\DD\SHEETS\24_C-7.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:

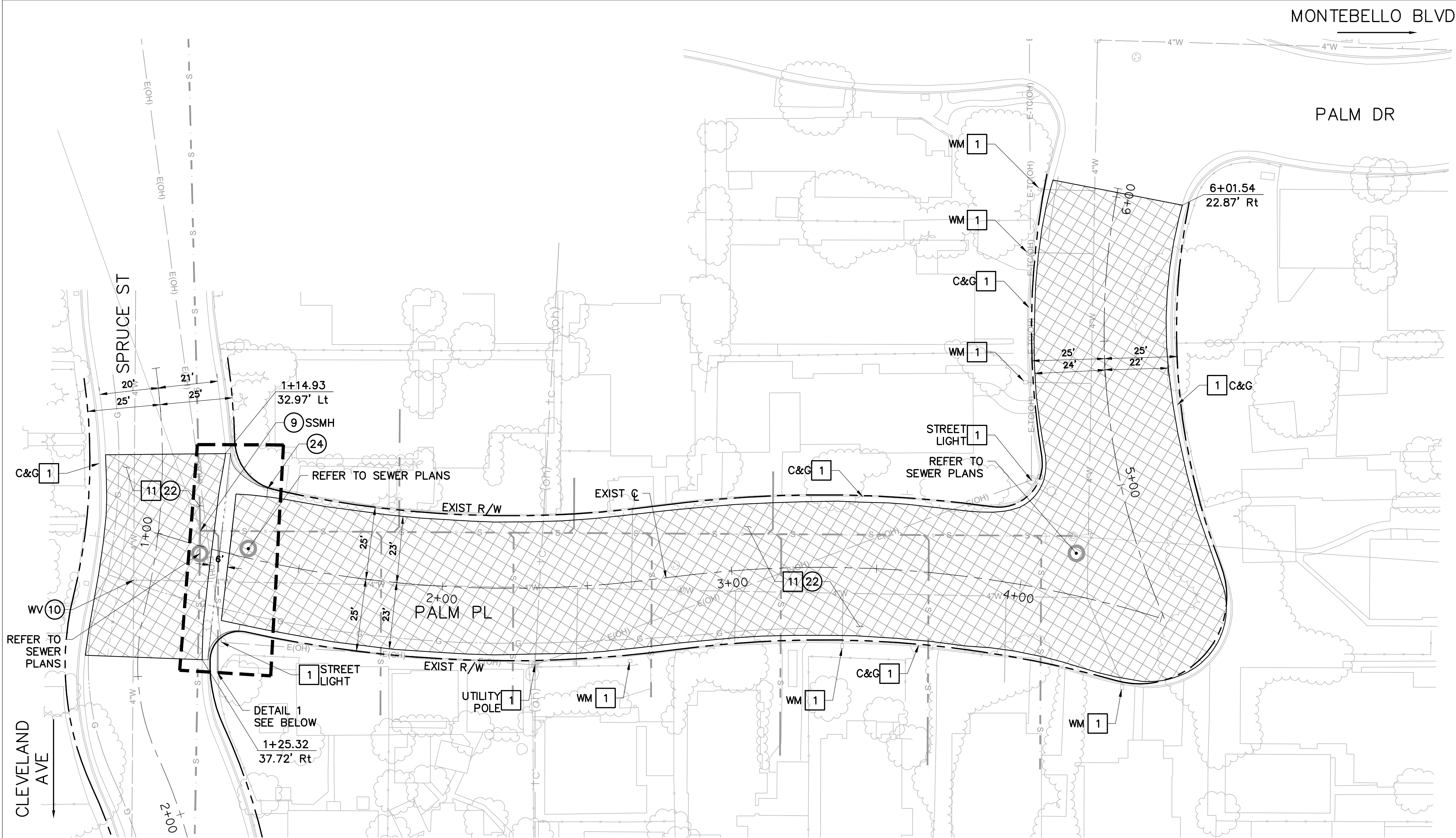
MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

PAVEMENT RESTORATION PLANS
5TH ST AND 6TH ST

Sheet Number:
C-7
Sheet 25 of 30



REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 6 SAWCUT AND REMOVE EXIST PCC CROSS GUTTER
- 11 SAWCUT AND REMOVE EXIST CONCRETE PAVEMENT AND SUB-BASE

CONSTRUCTION NOTES:

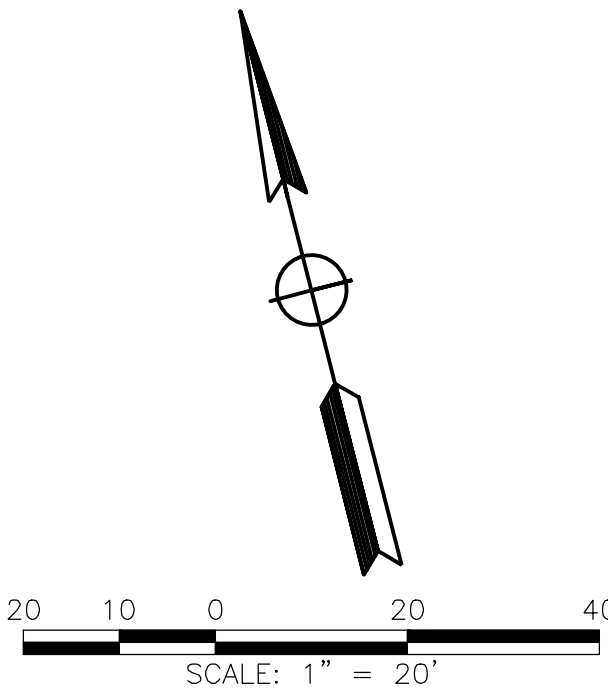
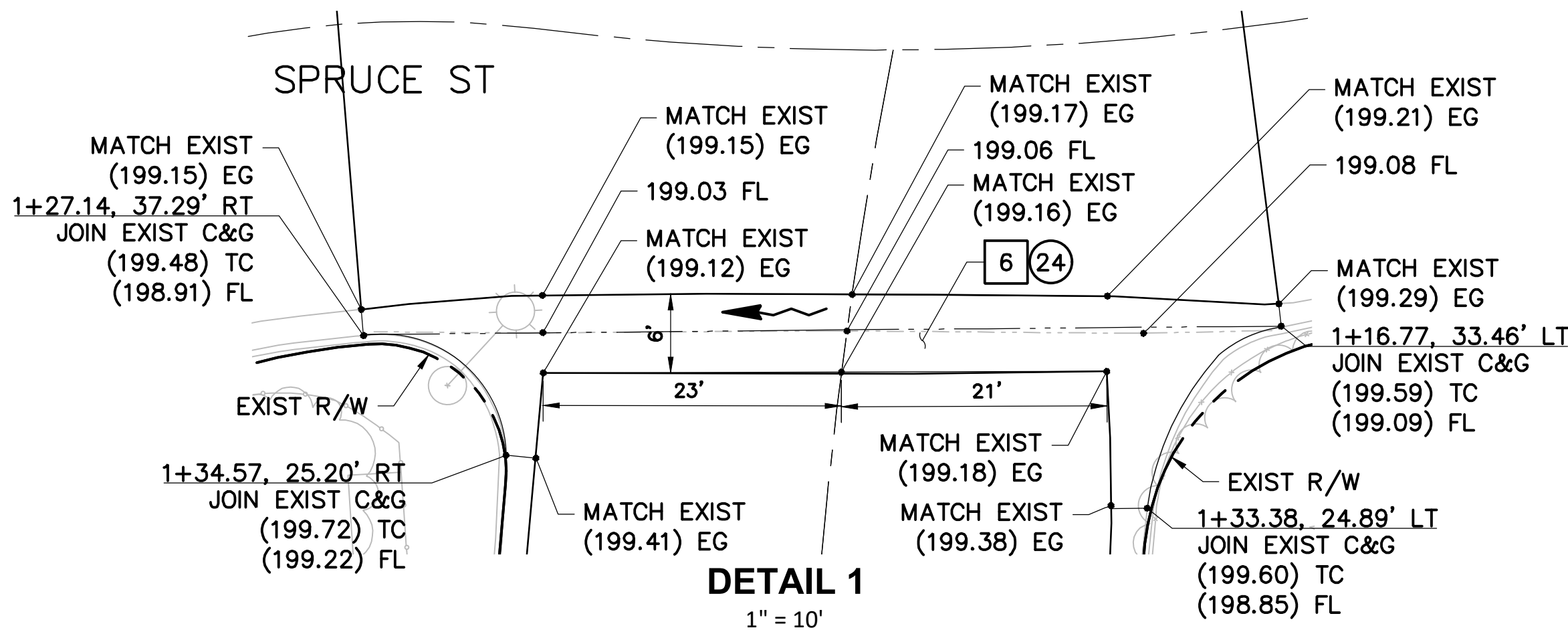
- 9 ADJUST MANHOLE TO GRADE
- 10 ADJUST TO GRADE, UTILITY PER PLAN
- 22 CONSTRUCT 0.45' HMA OVER 0.85' AGGREGATE BASE STREET PAVEMENT SECTION
- 24 CONSTRUCT CONCRETE CROSS GUTTER PER SPPWC STD. PLAN 122-3

SIGNING & STRIPING NOTES:

- f INSTALL CALTRANS STRIPING DETAILS PER NUMBER NOTED ON CALTRANS STANDARD PLANS A20A THROUGH A20G, INCLUDING INSTALLATION OF RAISED PAVEMENT MARKERS
- LD INSTALL LOOP DETECTORS IN KIND AND CONNECT TO DLC \PPER CALTRAN STD. PLANS ES-5A & ES5B
- PM INSTALL PAVEMENT MARKINGS OR ARROWS AS NOTED ON CALTRANS STANDARD PLANS A24A THROUGH A20H
- E EXISTING SIGN TO REMAIN
- RR REMOVE AND REPLACE EXISTING SIGN AND POST

LEGEND:

- SAWCUT AND REMOVE EXIST AC PAVEMENT, BASE, AND SUBGRADE TO DEPTH SHOWN
- FLOW DIRECTION



J:\MONTBELLO\22-00179 AS-NEEDED SVC\1015-DOWNTOWN SEWER REPLACEMENT\CAD\SHEETS\25_C-8.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS				APPROV.
NO.	DATE	BY	DESCRIPTION	

UNDER THE SUPERVISION OF:

PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
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DESIGNED BY: TYLER H.
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CITY ENGINEER DATE

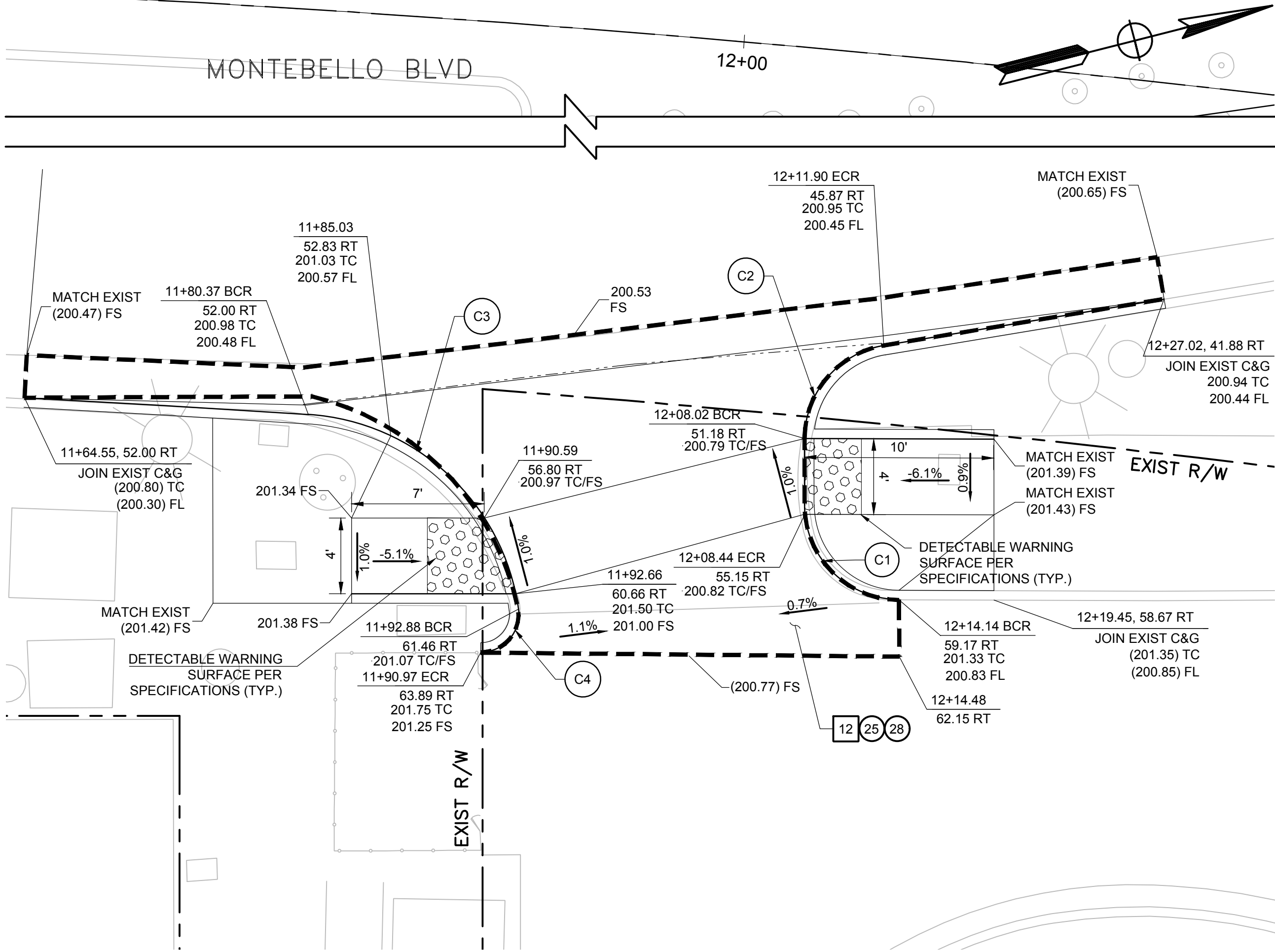
DOWNTOWN SEWER REPLACEMENT PROJECT

PAVEMENT RESTORATION PLANS
PALM PL

Sheet Number:

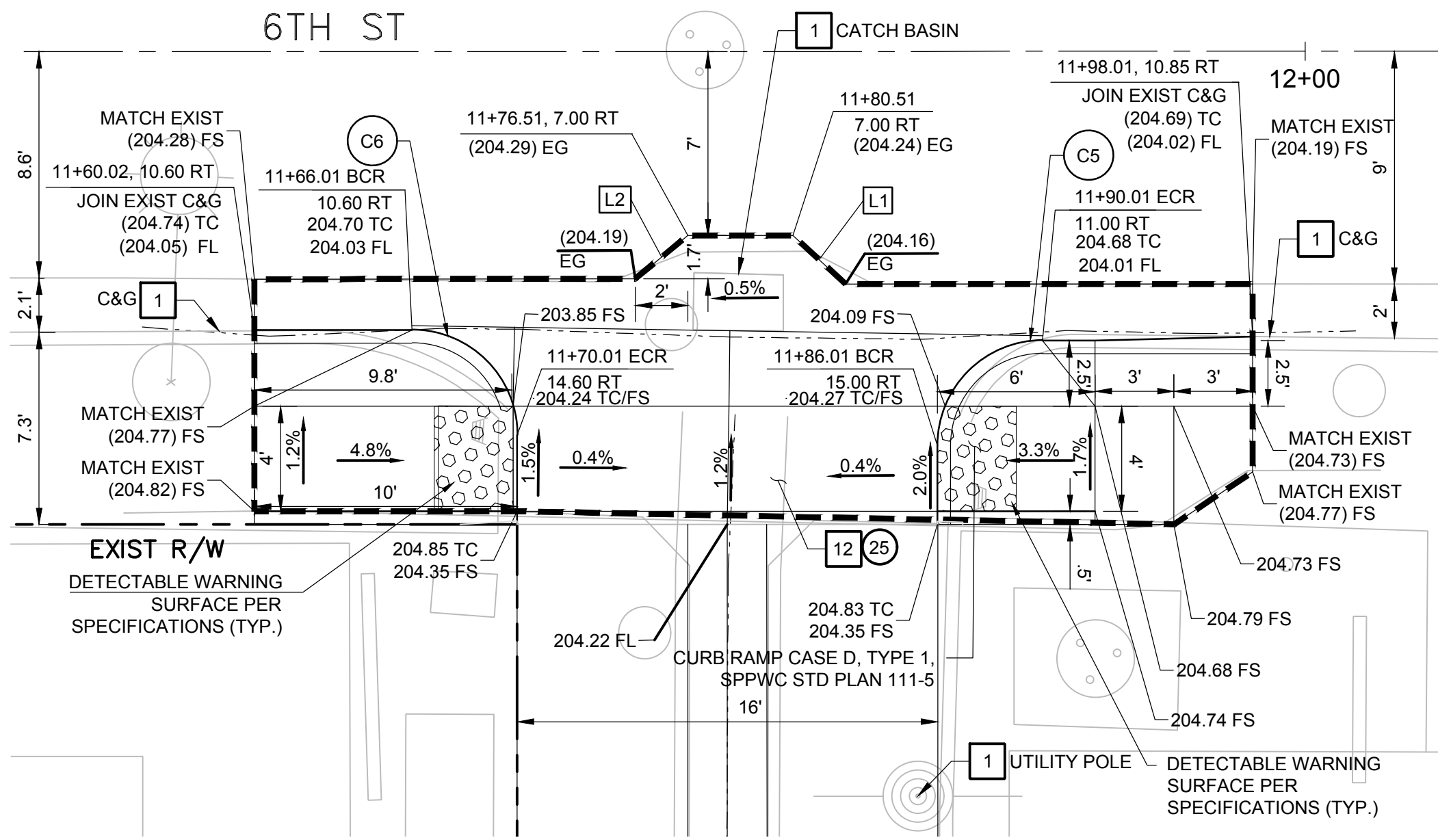
C-8

Sheet 26 of 30



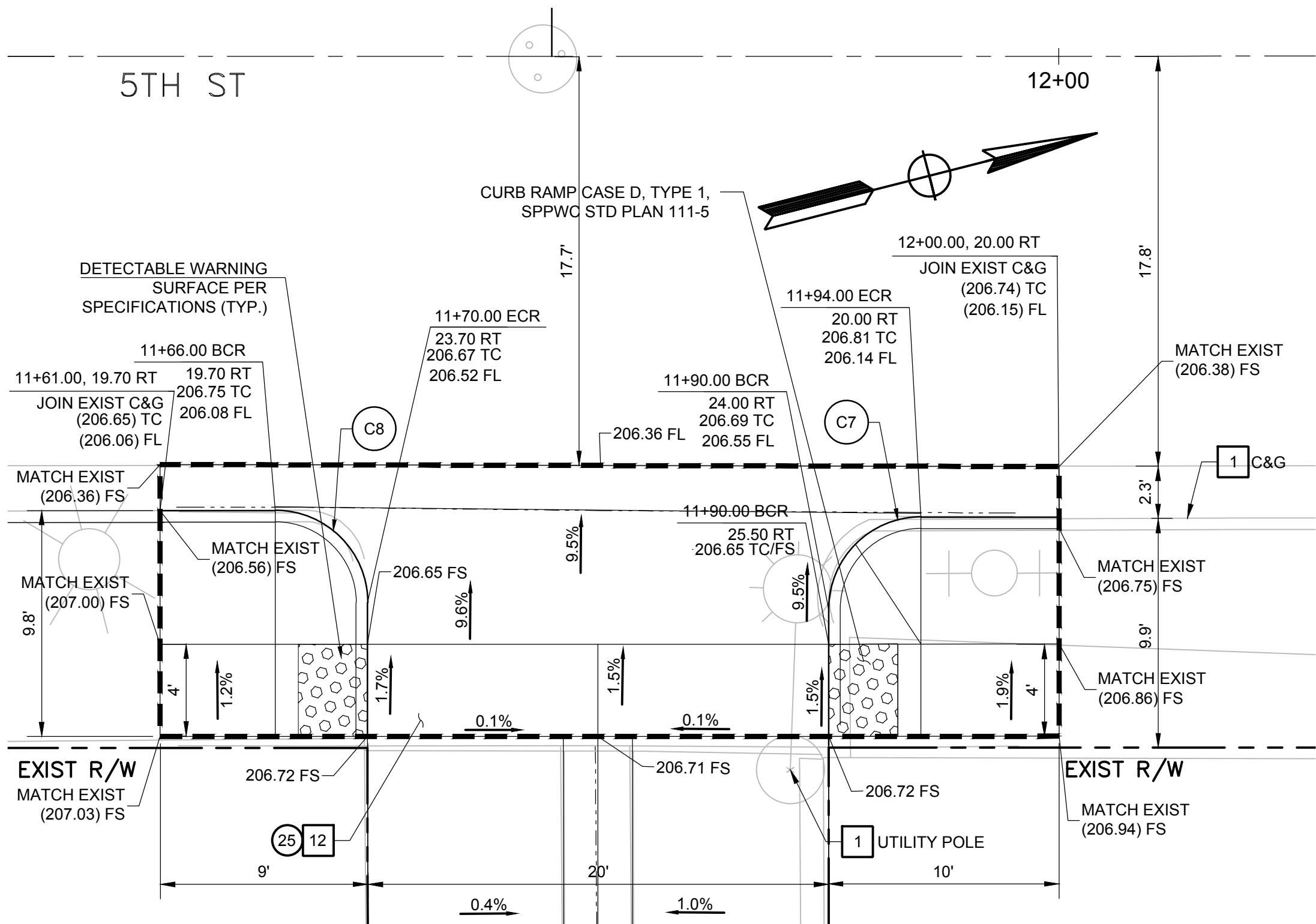
@ MONTEBELLO BLVD - DRIVEWAY 1

1" = 5'



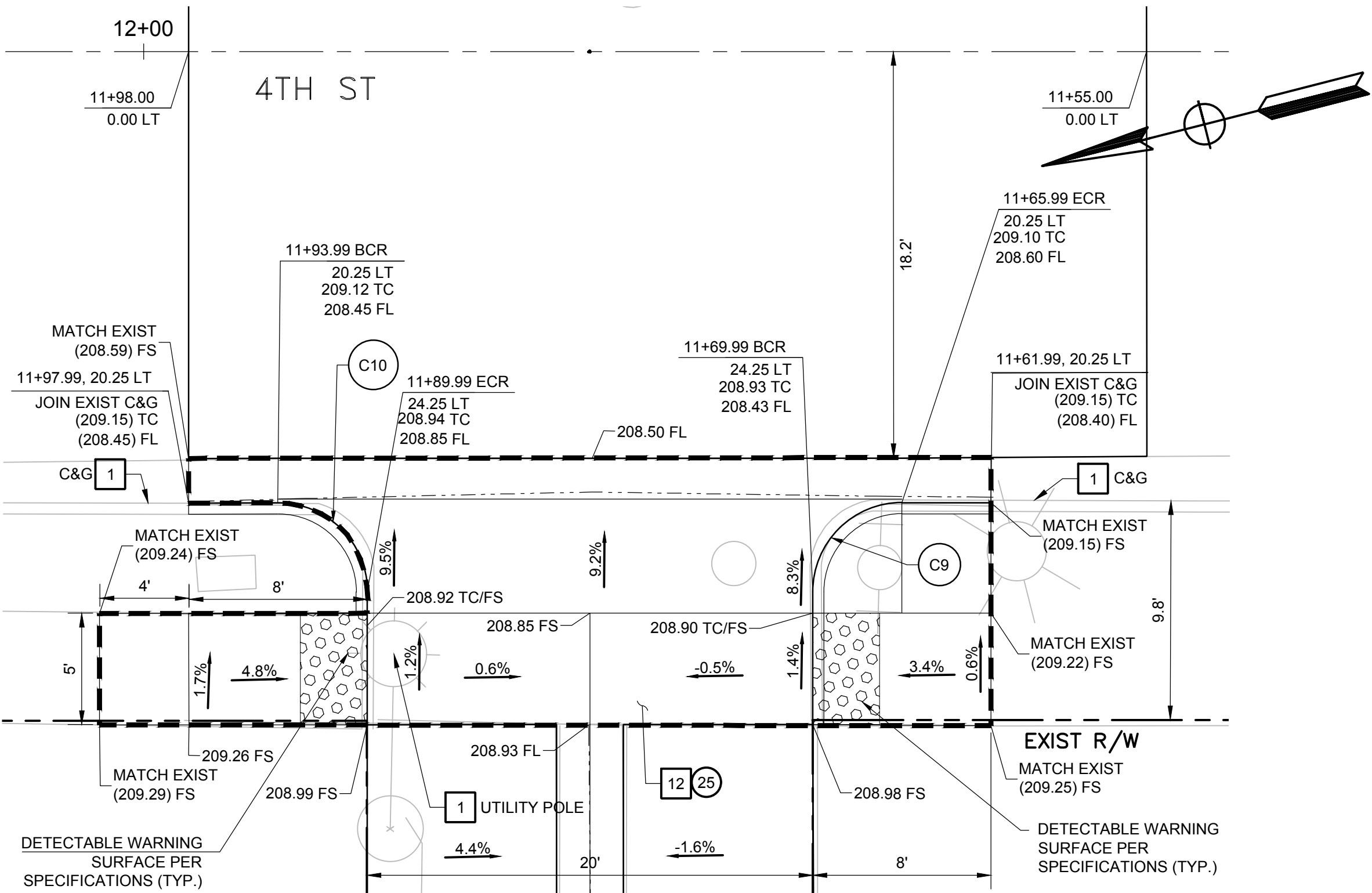
@ 6TH ST - DRIVEWAY 2

1" = 5'



@ 5TH ST - DRIVEWAY 3

1" = 5'



@ 4TH ST - DRIVEWAY 4

1" = 5'

REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
- 12 SAWCUT AND REMOVE EXIST PCC DRIVEWAY APPROACH

CONSTRUCTION NOTES:

- 25 CONSTRUCT CONCRETE DRIVEWAY APPROACH PER SPPWC STD. PLAN 110-2 TYPE C
- 27 CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH PER SPPWC STD. PLAN 130-3
- 28 MATCH INSTALLED CONCRETE DRIVEWAY WITH EXISTING COLORED CONCRETE AND SCORE LINE PATTERN

LEGEND:

----- PAY LIMIT OF CONCRETE ALLEY INTERSECTION APPROACH

LINE AND CURVE TABLE

LINE #/CURVE #	LENGTH	BEARING/DELTA	RADIUS	TANGENT
C1	7.83	89.76	5.00	4.98
C2	7.03	80.60	5.00	4.24
C3	16.36	78.13	12.00	9.74
C4	3.42	98.05	2.00	2.30
C5	6.28	90.02	4.00	4.00
C6	6.28	89.99	4.00	4.00
C7	6.28	90.00	4.00	4.00
C8	6.28	89.99	4.00	4.00
C9	6.28	90.01	4.00	4.00
L1	2.72	N57° 03' 28.47"E		
L2	2.59	N25° 14' 00.32"W		

J:\MONTEBELLO-22-00-179 AS-NEEDED SVC\1 TO 15 DOWNTOWN SEWER REPLACEMENT\CADD\SHEETS\28 CD-1.DWG



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT SHOWN OR IN A LOCATION DIFFERENT FROM WHAT IS SHOWN ON THE PLANS OR IN THE LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO START OF WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICES. BEFORE EXCAVATION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND UTILITIES SERVICE ALERT AT 1 (800) 422-4133.

REVISIONS			
NO.	DATE	BY	DESCRIPTION



UNDER THE SUPERVISION OF:
MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:

CITY ENGINEER

DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

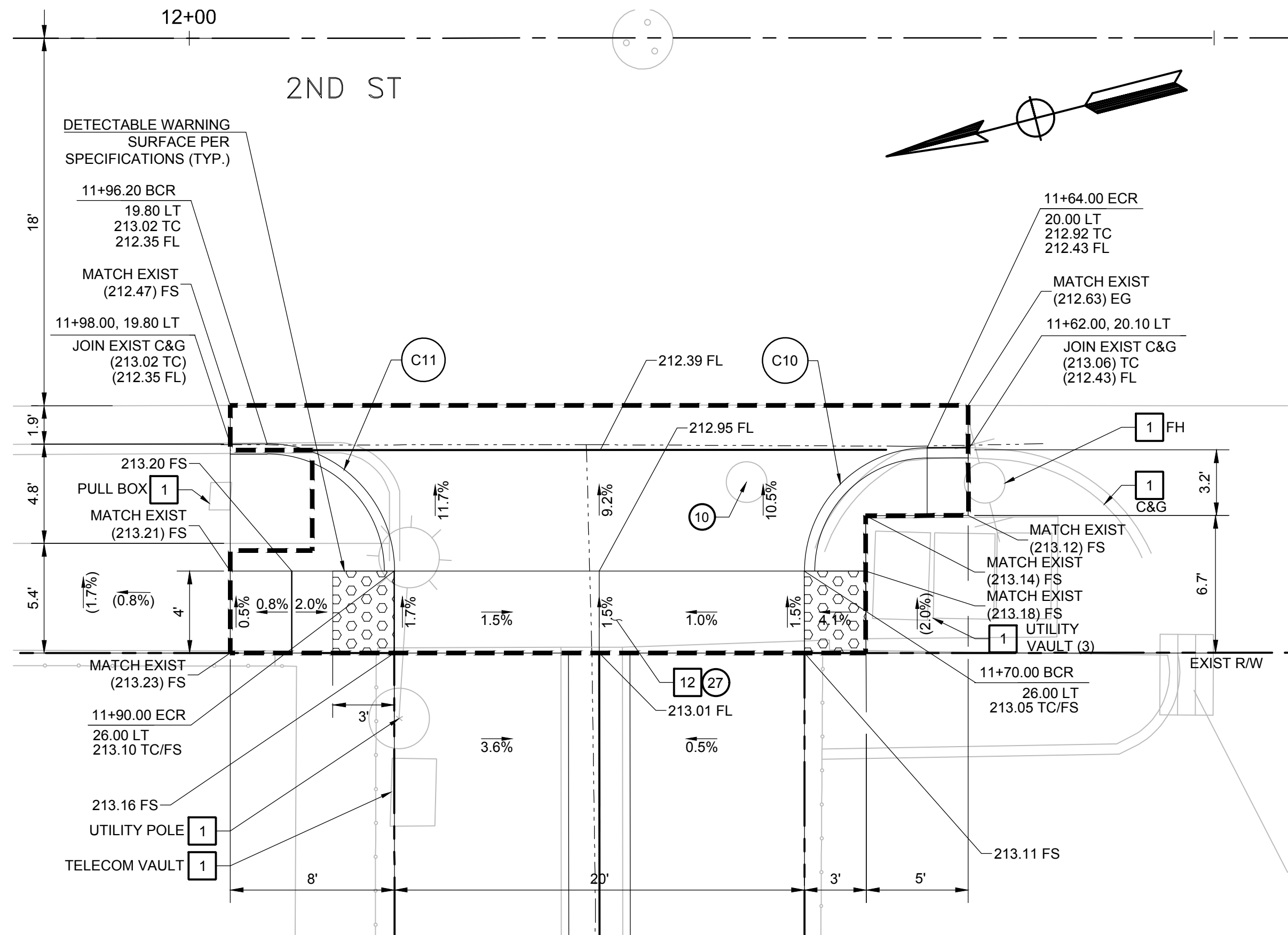
CONSTRUCTION DETAILS

Sheet Number:

CD-1

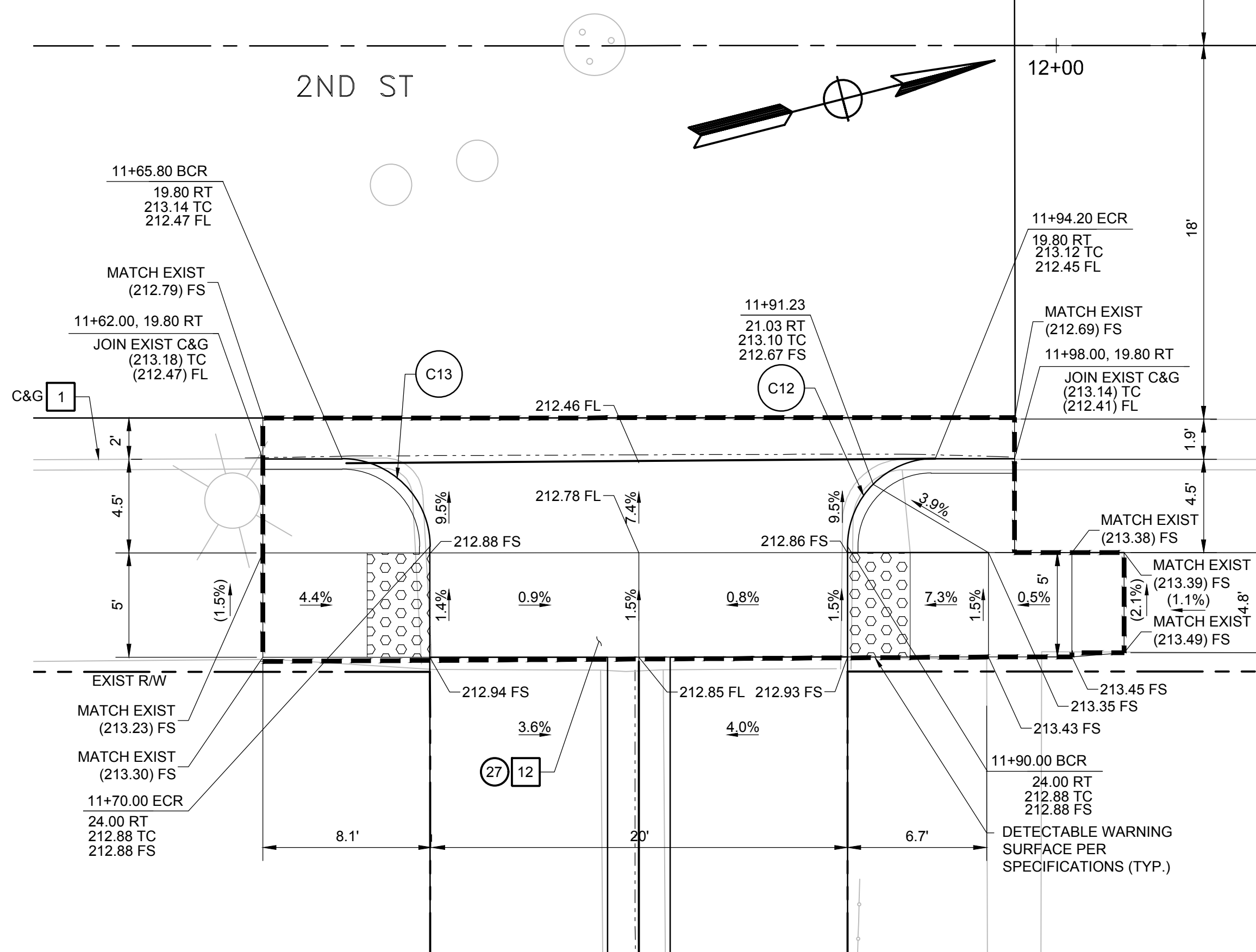
Sheet 27 of 28

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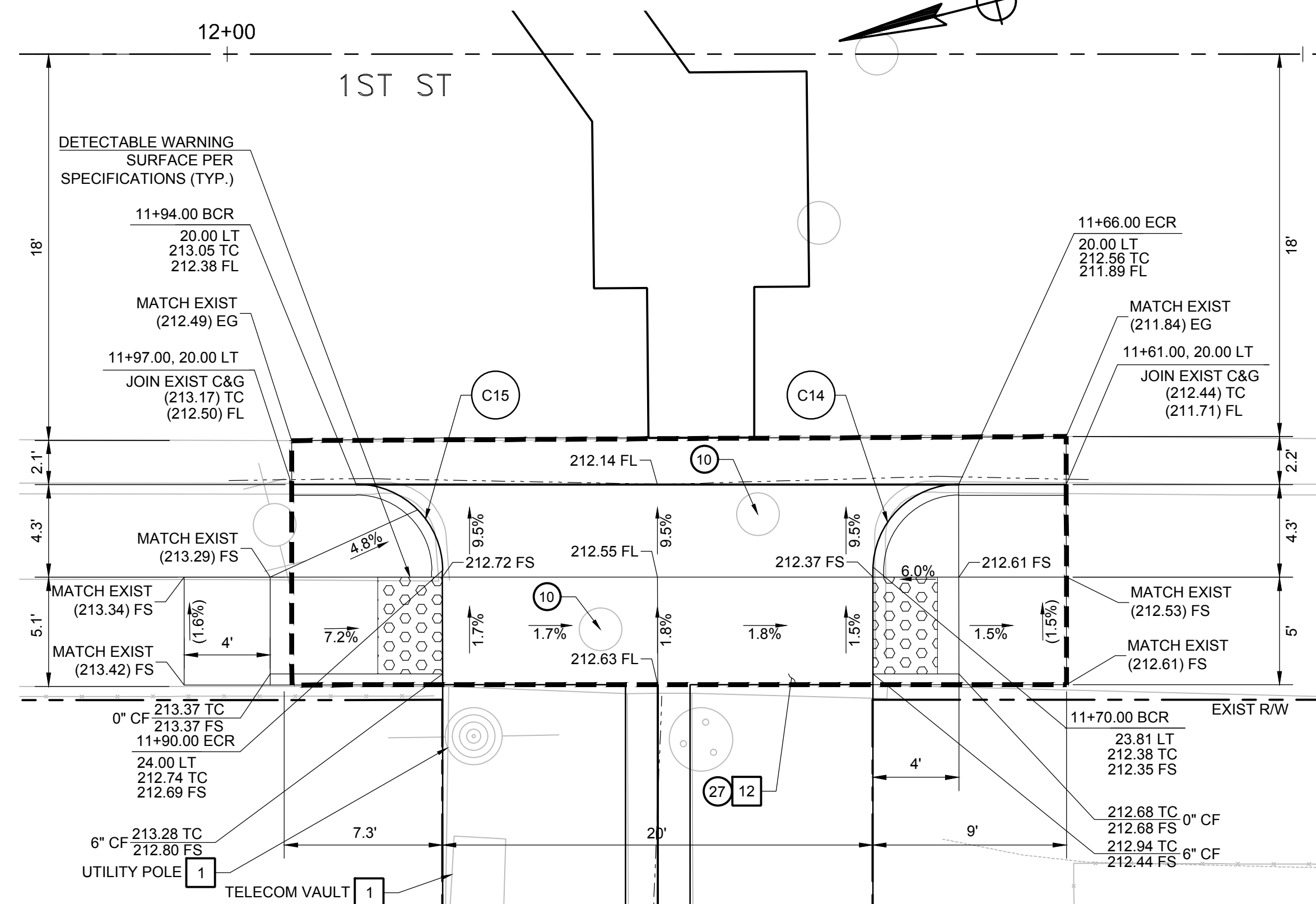
@ 2ND ST - DRIVEWAY 5

1" = 5'



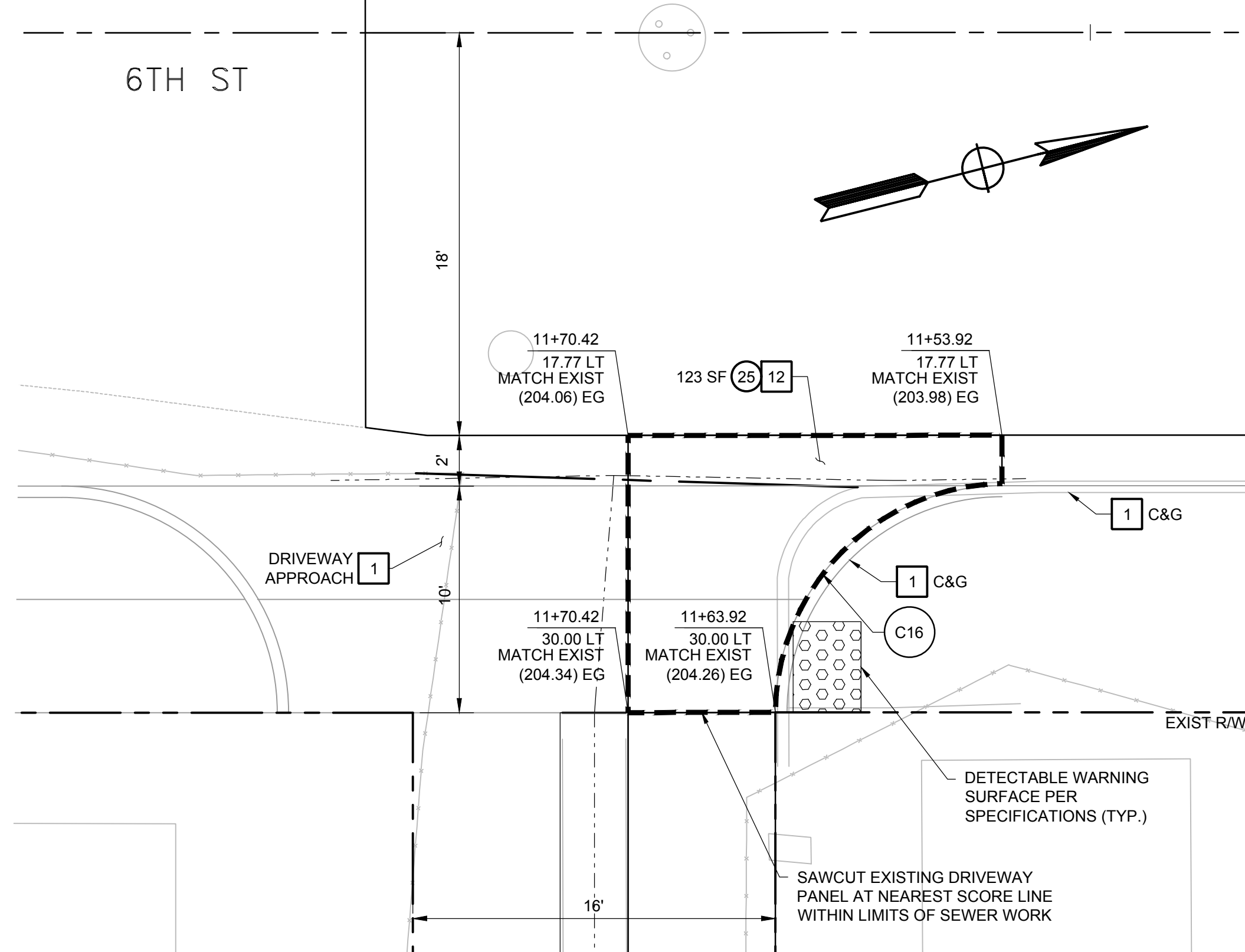
@ 2ND ST - DRIVEWAY 6

1" = 5'



@ 1ST ST - DRIVEWAY 7

1" = 5'



@ 6TH ST - DRIVEWAY 8

1" = 5'

REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
12 SAWCUT AND REMOVE EXIST PCC DRIVEWAY APPROACH

CONSTRUCTION NOTES:

- 9 ADJUST MANHOLE TO GRADE
10 ADJUST TO GRADE, UTILITY PER PLAN
27 CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH PER SPPWC STD. PLAN 130-3

LEGEND:

--- PAY LIMIT OF CONCRETE ALLEY INTERSECTION APPROACH

CURVE TABLE

LINE #/CURVE #	LENGTH	BEARING/DELTA	RADIUS	TANGENT
C10	9.42	90.00	6.00	6.00
C11	9.74	90.00	6.20	6.20
C12	6.60	90.00	4.20	4.20
C13	6.60	90.00	4.20	4.20
C14	6.28	90.00	4.00	4.00
C15	6.28	89.99	4.00	4.00
C16	15.73	88.61	10.17	9.93



UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

UNDER THE SUPERVISION OF:
PATRICK L. SOMERVILLE
REGISTERED PROFESSIONAL ENGINEER
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA

MARK THOMAS
MARK THOMAS & COMPANY
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602
DESIGNED BY: TYLER H.
DRAWN BY: JESSECA M.
CHECKED BY: PAT S. DATE:

REVIEWED BY:
CITY ENGINEER DATE

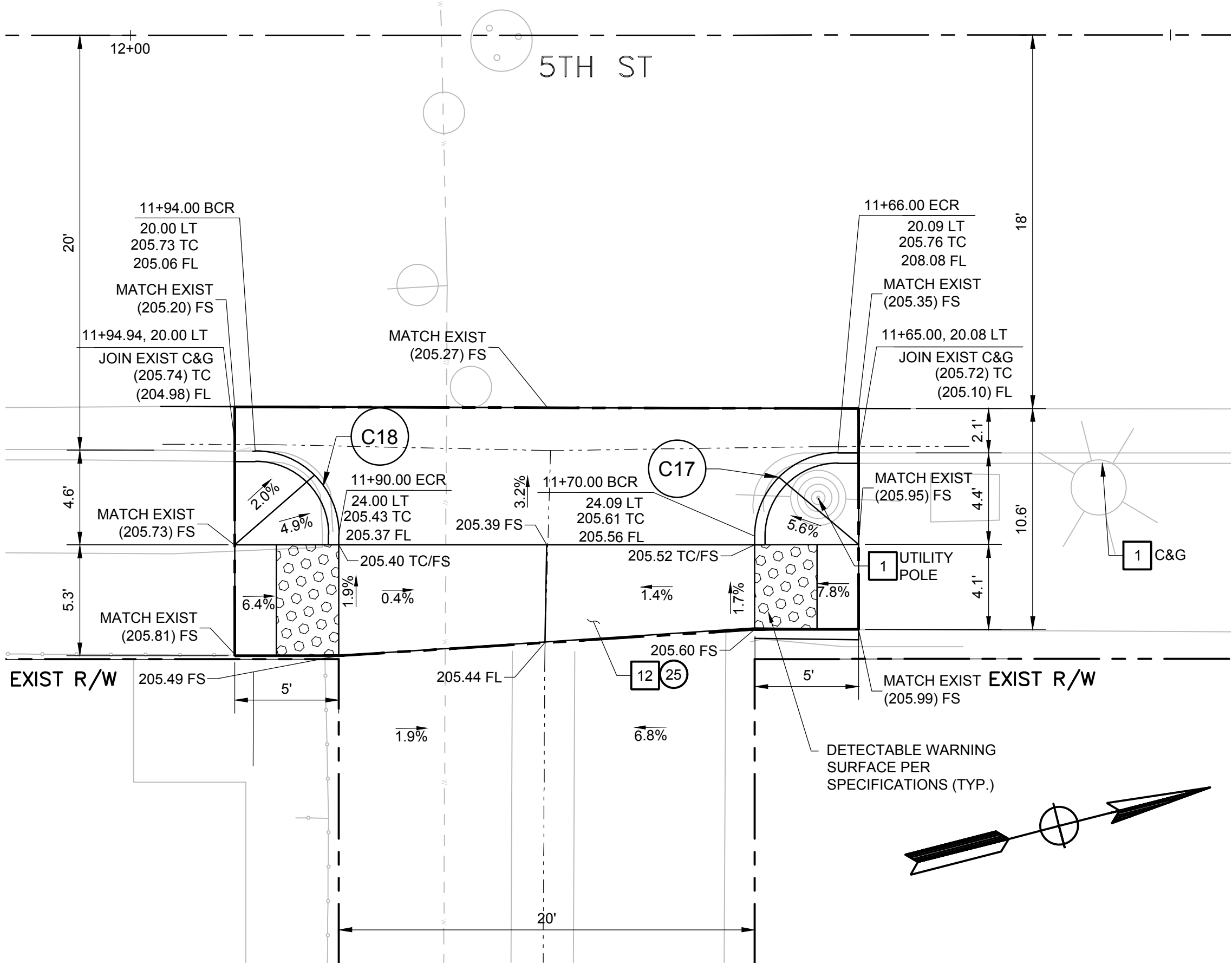
DOWNTOWN SEWER REPLACEMENT PROJECT

CONSTRUCTION DETAILS

Sheet Number:

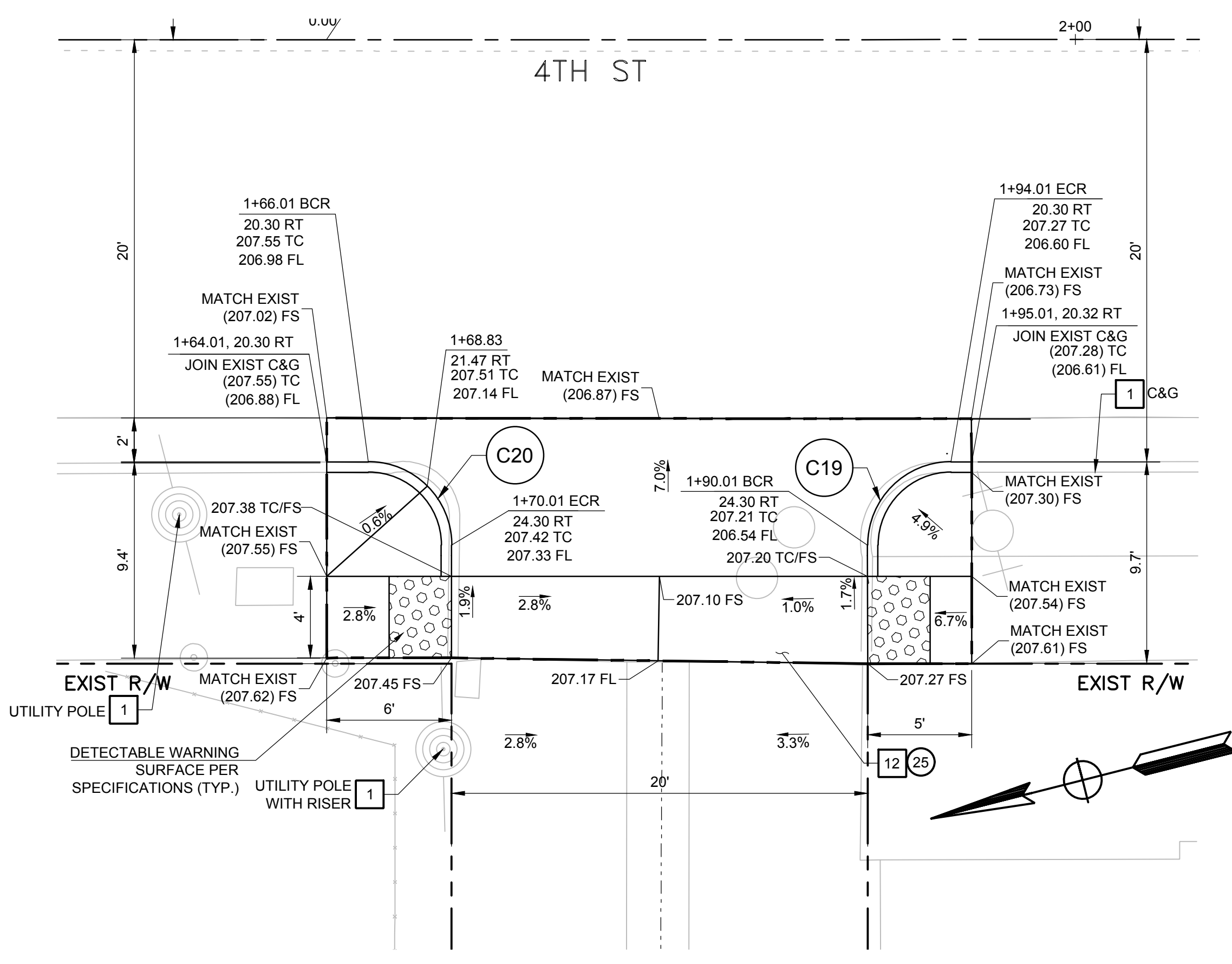
CD-2

Sheet 28 of 28



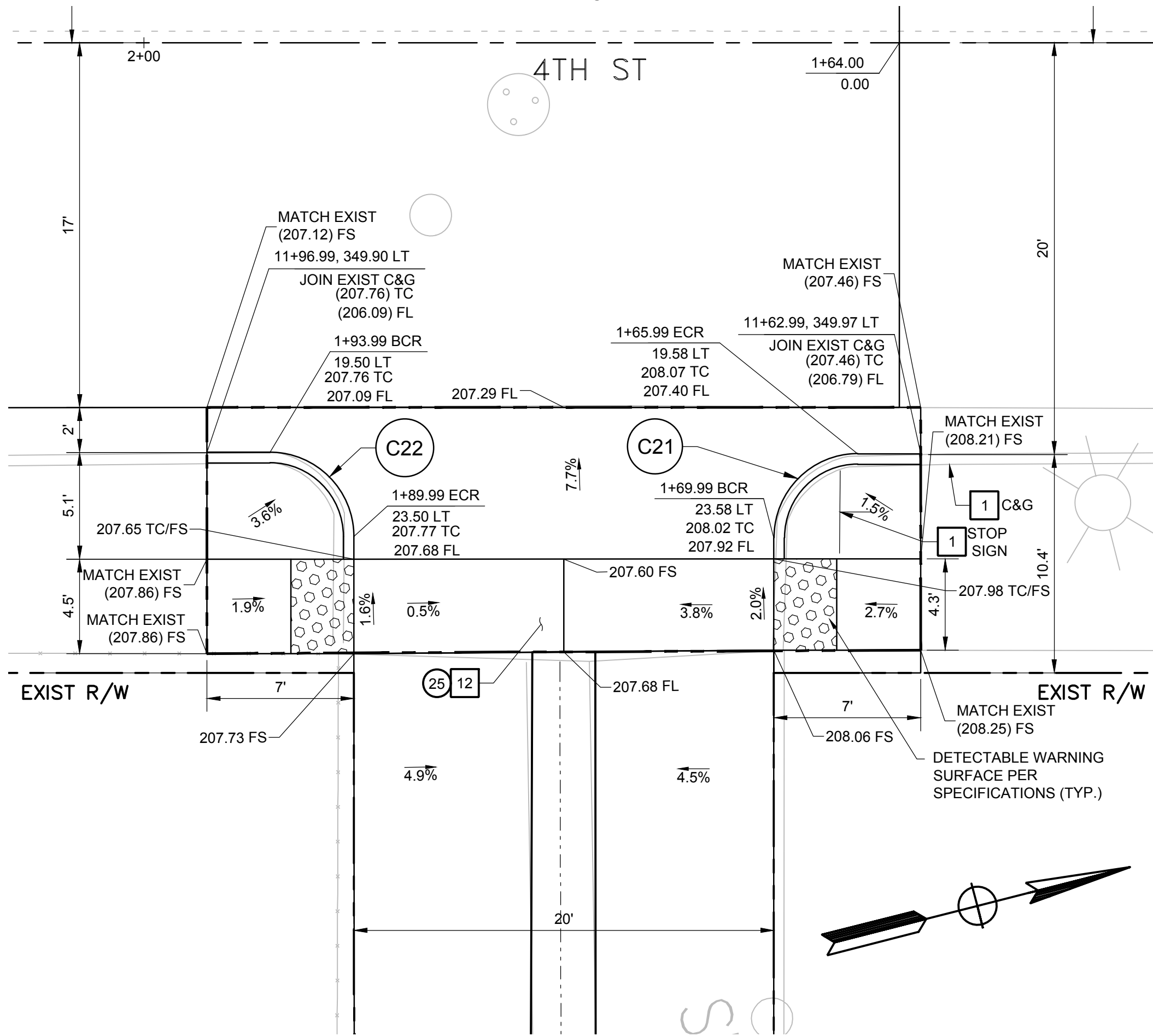
@ 5TH ST - DRIVEWAY 9

1" = 5'



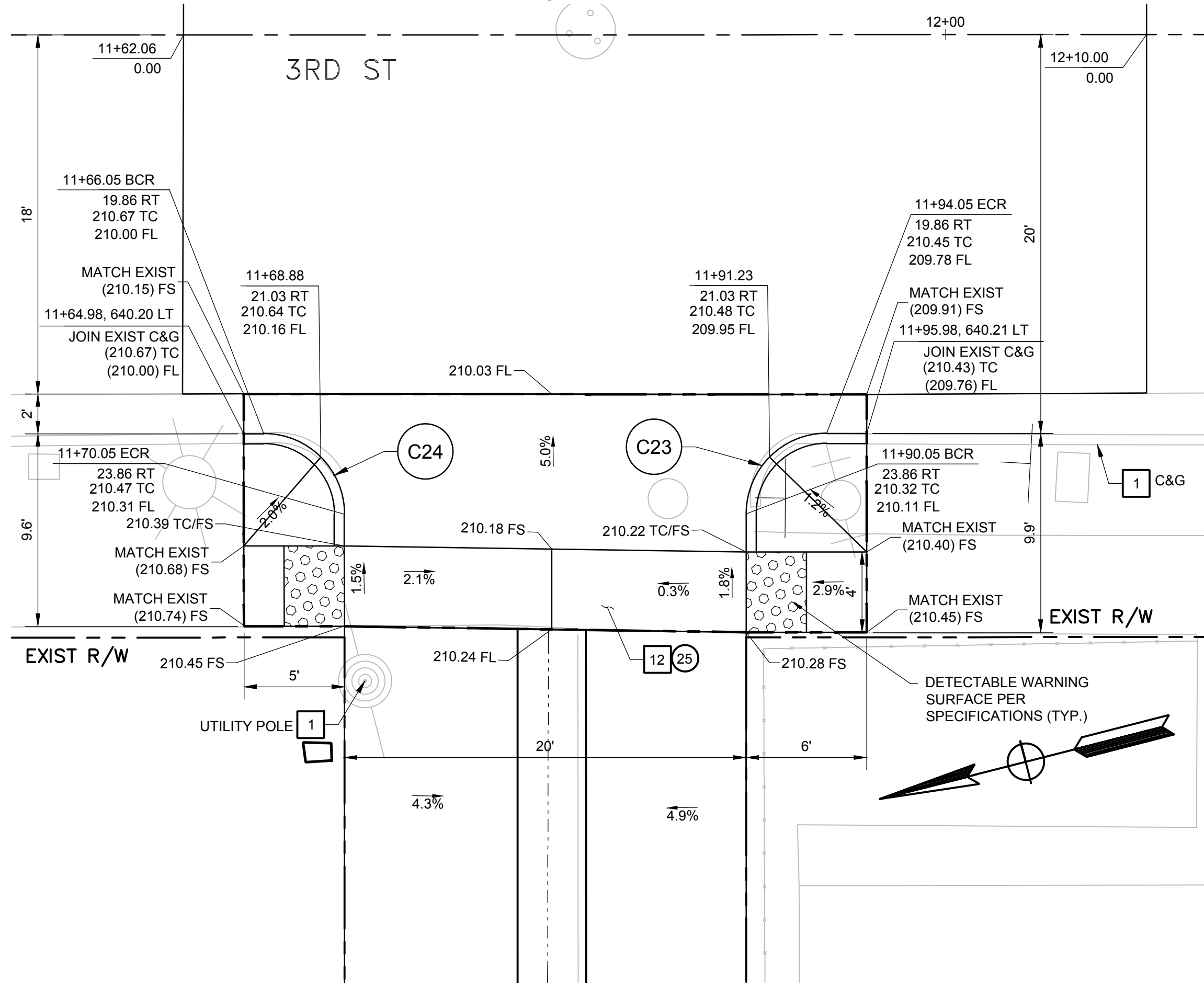
@ 4TH ST - DRIVEWAY 10

1" = 5'



@ 4TH ST - DRIVEWAY 11

1" = 5'



@ 3RD ST - DRIVEWAY 12

1" = 5'

REMOVAL NOTES:

- 1 PROTECT-IN-PLACE
12 SAWCUT AND REMOVE EXIST PCC DRIVEWAY APPROACH

CONSTRUCTION NOTES:

- 25 CONSTRUCT CONCRETE DRIVEWAY APPROACH PER SPPWC STD. PLAN 110-2 TYPE C
27 CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH PER SPPWC STD. PLAN 130-3
28 MATCH INSTALLED CONCRETE DRIVEWAY WITH EXISTING COLORED CONCRETE AND SCORE LINE PATTERN

LEGEND:

--- PAY LIMIT OF CONCRETE ALLEY INTERSECTION APPROACH

CURVE TABLE				
LINE #/CURVE #	LENGTH	BEARING/DELTA	RADIUS	TANGENT
C17	6.28	90.00	4.00	4.00
C18	6.29	90.05	4.00	4.00
C19	6.28	90.00	4.00	4.00
C20	6.28	90.00	4.00	4.00
C21	6.28	90.00	4.00	4.00
C22	6.28	90.00	4.00	4.00
C23	6.28	90.00	4.00	4.00
C24	6.28	90.00	4.00	4.00

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
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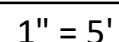
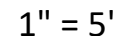
DOWNTOWN SEWER REPLACEMENT PROJECT

CONSTRUCTION DETAILS

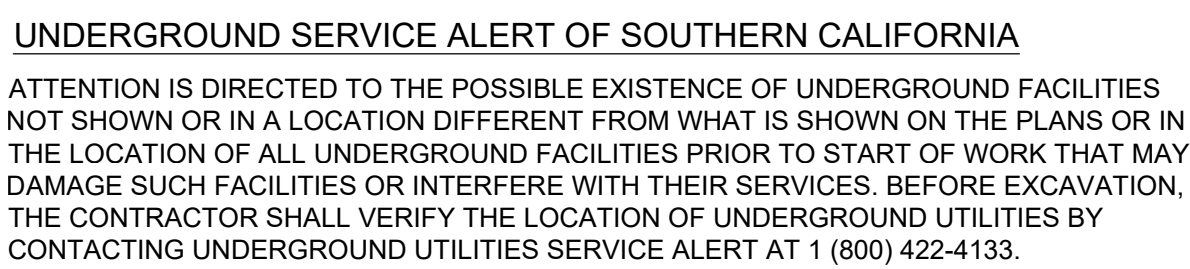
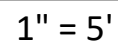
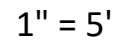
Sheet Number:

CD-3

Sheet 29 of 28



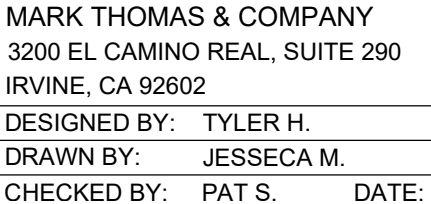
Line #/Curve #	Length	Bearing/Delta	Radius
C25	6.28	90.00	4.00
C26	6.28	90.00	4.00
C27	6.28	89.99	4.00
C28	6.28	90.01	4.00
C29	6.28	89.99	4.00
C30	6.28	90.01	4.00
C31	6.28	89.96	4.00
C32	6.28	90.00	4.00



UNDER THE SUPERVISION OF:



REGISTERED PROFESSIONAL ENGINEER
PATRICK L. SOMERVILLE
RCE NO. C56141
Exp. 12/31/2026
CIVIL
STATE OF CALIFORNIA



REVIEWED BY:

CITY ENGINEER DATE

DOWNTOWN SEWER REPLACEMENT PROJECT

CONSTRUCTION DETAILS

Sheet Number:

CD-4

Sheet 30 of 28



**CITY OF MONTEBELLO
CALIFORNIA**

**CONTRACT DOCUMENTS
SPECIFICATIONS AND STANDARD DRAWINGS**

**FOR
MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

SALVADOR MELENDEZ – MAYOR
GEORGINA TAMAYO – MAYOR PRO TEM
SCARLET PERALTA – COUNCILMEMMBER
RIC ALONSO – COUNCILMEMBER
DANIELLE ROMERO - COUNCILMEMBER

RAUL ALVAREZ – CITY MANAGER
CESAR ROLDAN - PUBLIC WORKS DIRECTOR

Specifications Prepared By:
Mark Thomas
3200 El Camino Real, Suite 290
Irvine, CA 92602

PROJECT SUBJECT TO PROJECT LABOR AGREEMENT NO. 4202

PROJECT MUST BE COMPLETED ON OR BEFORE FEBRUARY 13, 2026

Bid Opening (Electronic Bid through PlanetBids): July 16, 2025 at 11:00 am

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

BID SCHEDULE

Bid Period	June 13, 2025 to July 16, 2025
Mandatory Prebid Meeting	July 2, 2025 at 10 am Public Works Maintenance Yard 311 S Greenwood Ave, Montebello, CA 90640
Questions/RFIs due by	July 7, 2025 to 12:00 pm
City Responses to RFIs due by	July 10, 2025 at 5:00 pm
Bid Opening	July 16, 2025 at 11:00 am
Award of Contract (Tentative)	August 13, 2025 City Council Meeting
Commence Construction	Project must start on or before September 2, 2025
Complete Construction	February 13, 2026
Close out Project	March 2026

Bid proposals will be received via PlanetBids:
(<https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>) until 11:00 am
on July 16, 2025.

These Specifications have been prepared
under the direction of:





Patrick Somerville, PE
Project Manager



**CITY OF MONTEBELLO
CALIFORNIA**

TO PROSPECTIVE BIDDERS:

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

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

If there are any questions regarding this project, please contact the City Engineer's office at (323) 887-1200, ext. 460.

Cesar Roldan
Director of Public Works

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

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PROJECT LABOR AGREEMENT NO. 4202	APPENDIX “E”

NOTICE INVITING SEALED BIDS

FOR

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

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.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839>** by **11:00 a.m. on July 16, 2025.**

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. It is the intent of this contract to have the contractor perform the “Project”, and other appurtenances in accordance with the 2021 Standard Plans for Public Works Construction (SPPWC), 2021 Standard Specifications for Public Works Construction “Greenbook” and 2023 Caltrans Standard Plans and Specifications unless otherwise shown.

CONTRACT DOCUMENTS:

Copies of the contract documents and specifications are available on the City’s website at <https://www.montebellocity.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 through 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 related to this project prior to the opening of bids shall be submitted electronically and received **no later than 11:00 a.m. on July 7, 2025.**

PREVAILING WAGE:

Prevailing wage requirements apply to public works projects with a value exceeding \$1,000.00. The definition of “public works” is found at Labor Code Section 1720, et seq.

Pursuant to Section 1770, et seq., of the California Labor Code, the Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at: B-2 <http://dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

LABOR COMPLIANCE:

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

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

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix “B” and submit it with the sealed Bid.

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

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

Bids must be prepared on the approved Proposal forms in conformance with the “Instructions to Bidders” and submitted electronically. The bid must be accompanied by certified or cashier’s check, or bidder’s bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

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

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

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of

equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

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

The contract period for this project is **One Hundred and Ten (110) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

LIQUIDATED DAMAGES: \$7,500 per day

BY ORDER OF: The City of Montebello, California

Christopher Jimenez, City Clerk

INSTRUCTIONS TO BIDDERS
FOR
**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**
C.I.P. No. 919
IN THE CITY OF MONTEBELLO

PROPOSAL FORMS

Bids shall be submitted electronically and use the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than ten percent of the total amount bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the AGENCY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Electronic Bids shall be submitted electronically at <https://www.montebellocity.gov/cms/one.aspx?portalId=58756&pageId=84839> at 11 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
**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

TO THE CITY OF MONTEBELLO, as “AGENCY” or “City”

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

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

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

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER’s default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the City’s notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City and this bid and the acceptance hereof may, at the City’s option, be considered null and void.

BID PROPOSAL

FOR

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

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

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

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
1	PROJECT INFORMATION SIGNS	6	EA		
2	TRAFFIC CONTROL	1	LS		
3	PROVIDE CONSTRUCTION SURVEY	1	LS		
4	REMOVE EXISTING ASPHALT CONCRETE (AC) PAVEMENT	85,480	SF		
5	REMOVE EXISTING CONCRETE PAVEMENT	2,340	SF		
6	REMOVE EXIST SEWER MAIN	2,930	LF		
7	REMOVE EXISTING SEWER MANHOLE	21	EA		
8	ABANDON EXISTING SEWER MAIN	1,980	LF		
9	REMOVE EXIST LONGITUDINAL GUTTER	2,700	LF		
10	REMOVE EXIST DRIVEWAY APPROACH	6,800	SF		
11	REMOVE EXIST CROSS GUTTER	570	SF		
12	COLD MILL EXIST ASPHALT CONCRETE (AC) PAVEMENT (2")	48,230	SF		
13	CONSTRUCT 2" CONVENTIONAL AC SURFACE COURSE (TYPE C2-PG 64-10)	1,700	TN		
14	CONSTRUCT ASPHALT CONCRETE (AC) BASE COURSE	1,620	TN		

15	CRUSHED AGGREGATE BASE (CAB)	2,448	CY		
16	CONSTRUCT CONCRETE PAVEMENT	43	CY		
17	CONSTRUCT CONCRETE CROSS GUTTER AND SPANDREL	570	SF		
18	CONSTRUCT CONCRETE LONGITUDINAL GUTTER	2,700	LF		
19	CONSTRUCT CONCRETE DRIVEWAY APPROACH	1,510	SF		
20	CONSTRUCT CONCRETE ALLEY INTERSECTION APPROACH	5,380	SF		
21	ADJUST TO GRADE, UTILITY PER PLAN	62	EA		
22	ADJUST TO GRADE, MANHOLE RIM AND COVER	4	EA		
23	INSTALL TRAFFIC SIGNAL LOOP DETECTORS AND CONNECT TO DLC	30	EA		
24	TRAFFIC STRIPING, MARKINGS, SIGNING, AND CURB PAINTING	1	LS		
25	CONSTRUCT CONCRETE SEWER MANHOLE PER SPPWC STD. 200-4	35	EA		
26	INSTALL 10" PVC SDR-35 SEWER PIPE	5,370	LF		
27	INSTALL 12" PVC SDR-35 SEWER PIPE	330	LF		
28	CONNECT EXISTING SEWER MAIN	1	EA		
29	CONSTRUCT CONCRETE SEWER MANHOLE PER LACSD STD. S-A-204	5	EA		
30	CONNECT EXISTING SEWER LATERAL TO PROPOSED MAIN	59	EA		
31	RECHANNELIZE EXISTING SEWER MANHOLE BASE	1	EA		
32	CONSTRUCT BRICK AND MORTAR PLUG	19	EA		
33	ABANDON EXISTING SEWER MANHOLE	2	EA		

TOTAL AMOUNT BID IN WORDS _____

Dollars

Bidder's Signature

Title

Company Name

RECEIPT OF ADDENDUM NO(S). _____, _____, IS/ARE HEREBY ACKNOWLEDGED.

Before signing the contract, the lowest responsible bidder shall furnish all necessary bonds within ten (10) days after receiving the Contract notification. This bid is based upon completing the work in one hundred and ten (110) working days from the date of the Notice to Proceed. Project must be 100% substantially completed on or before February 13, 2026.

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the "Notice to Proceed with Construction".

Enclosed is a Bidder's Bond, Certified Check or Cashier's Check number _____ on

the _____ Bank, which is not less than ten percent (10%), as a guarantee that the undersigned will enter into the Contract if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with necessary bonds and insurance, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of Montebello, State of California.

SIGNATURE OF BIDDER _____ TEL NO. (____) _____

BUSINESS ADDRESS _____

CONTRACTOR'S LICENSE
NUMBER & EXPIRATION DATE _____

TYPE OF LICENSE _____

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

_____, Dated this ____ day of _____, 20__.
CONTRACTOR'S SIGNATURE

SURETY COMPANY'S
NAME _____

ADDRESS

CITY STATE / ZIP CODE

() ()

Bidder's Signature Title

Company Name

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

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

REFERENCES

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

1. _____
Name and Address of Agency

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

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

Name and telephone number of person familiar with project

Contract amount Type of work Date completed

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

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

AFFIRMATIVE ACTION CERTIFICATION

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

NON-COLLUSION AFFIDAVIT

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

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address: _____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

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

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

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

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

BIDDER_____

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

Signature of Contractor's Representative

Printed Name

Title

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

NOTARY PUBLIC _____

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

PROPOSAL GUARANTEE
BID BOND

FOR

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

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

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

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.

CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT
(SAMPLE)

THIS STANDARD PUBLIC WORKS AGREEMENT (“**AGREEMENT**”) is dated _____ for reference purposes only and is made and entered into by and between the CITY OF MONTEBELLO, a Municipal corporation (the “**CITY**”) and _____ (“**CONTRACTOR**”) whose address is _____.

SEC. 1. RECITALS

WHEREAS, the CITY duly advertised a Notice Inviting Bids to be submitted on or before _____ on _____ for the work of _____ (describe work), (“**PROJECT**”).

WHEREAS, on _____, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SEC. 2. CONTRACT DOCUMENTS.

A. The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, General Specifications and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, and insurance certificates. All of the “Contract Documents” are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

B. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT
2. Appendices
3. Standard drawings
4. Details
5. Special Provisions, if any
6. Addendums

7. General Specifications and all referenced specifications
8. Bidders Proposal
9. Instructions to Bidders
10. Notice Inviting Sealed Bids

SEC. 3. THE WORK.

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SEC. 4. COMPENSATION.

CONTRACTOR hereby agrees to receive and accept the total amount of _____, which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

Sec. 4.1. Progress Payments

Progress Payments shall be made in accordance with section _____ of the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contracts Code Section 20104.5. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

Sec. 4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the contract price in proportion to the labor and materials incorporated into the

work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council, after CONTRACTOR shall have furnished CITY with a release of all undisputed contract amounts, if required by CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

Sec. 4.3. Substitution of Securities.

Pursuant to Public Contracts Code Sec. 22300 CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under a contract, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

SEC. 5. UNDOCUMENTED WORKERS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SEC. 6. NOTICE TO PROCEED.

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **one hundred forty (140)** Working Days from the commencement thereof.

SEC. 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS.

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any subcontractor, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- B. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SEC. 8. MISCELLANEOUS STATUTORY REQUIREMENTS

Sec. 8.1. Contractor License.

CONTRACTOR shall possess a california contractor's license type "A" for the performance of the Project.

Sec. 8.2. Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

Sec. 8.3. Compliance with SB 854 Registration.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Sec. 8.4. Trench and Pipeline Safety.

If this Contract is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

Sec. 8.5. Utility Relocation.

CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. CITY shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

Sec. 8.6. Third Party Claims Notification.

The CITY shall timely notify the CONTRACTOR in writing of any third party claims relating to the Agreement.

Sec. 8.7. Unfair Business Practices Claims.

The CONTRACTOR or subcontractor offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the CITY renders final payment to the CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

Sec. 8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of \$25.00 for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Sec. 8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. The CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

Sec. 8.10. Employment of Apprentices.

Nothing in this Contract prevents CONTRACTOR or any subcontractor from employing properly registered apprentices in the execution of the Contract. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race,

religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

Sec. 8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SEC. 9. PREVAILING WAGES

A. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at _____ and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SEC. 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

SEC. 11. BONDS.

A. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B."

B. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

SEC. 12. INSURANCE REQUIREMENTS.

Prior to commencing work hereunder, CONTRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

SEC. 13. LIQUIDATED DAMAGES.

See Section 6-9 Liquidated Damages of the General Provisions. In addition, pursuant to the authority of California Public Contracts Code Section 7102, CITY and CONTRACTOR agree that the determination of actual damages for any unreasonable delay in performance of this Agreement caused by CITY would be extremely difficult or impractical to determine in the event of a breach of this Agreement by CITY. Therefore, if the CITY is determined to be liable for such unreasonable delays, the CITY and its sureties shall be liable to the CONTRACTOR for the **sum of seventy-five hundred dollars (\$7,500.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder

SEC. 14. DISPUTE RESOLUTION

Sec. 14.1. Claims of \$375,000 or Less

A. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contracts Code Sections 21040-21040.4. A summary of Sections 21040-21040.4 are as follows:

- (1) Informal negotiation between the CITY and CONTRACTOR.
- (2) Mediation with the CONTRACTOR.
- (3) Court mandated Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

Sec. 14.2 Public Contracts Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contracts Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with CITY.
4. After meet and confer, a disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SEC. 15. TERMINATION.

Sec. 15.1. Termination for Convenience.

The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

Sec. 15.2 Termination for Default.

If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.

Sec. 15.3 Waiver of Remedies for any Breach.

In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

SEC. 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SEC. 17. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of all applicable state and federal laws in connection with the performance of its obligations under this Contract.

SEC. 18. NOTICE OF COMPLETION.

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SEC. 19. AUTHORITY.

Any person executing this Contract on behalf of the CONTRACTOR warrants and represents that he or she has the authority to execute this Contract on behalf of the CONTRACTOR and has the authority to bind the CONTRACTOR to the performance of its obligations hereunder.

SEC. 20. ENTIRE CONTRACT.

This Contract, including the Contract Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Contract between the CITY and the CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract.

SEC. 21. ATTORNEY'S FEES AND COSTS.

If either party to this Contract is required to initiate or defend or made a party to any action or proceeding in any way connected with this Contract, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SEC. 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTORs' officers, employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Contract.

SEC. 23. NOTICE.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To CITY: City of Montebello
Attention: Director of Public Works / City Engineer

To CONTRACTOR: _____

SEC. 24. PROHIBITION AGAINST ASSIGNMENT.

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Contract. Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of CITY.

SEC. 25. CUMULATIVE REMEDIES.

The provisions of this Contract are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

SEC. 26. COUNTERPARTS.

This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO	CONTRACTOR
By: _____ Mayor	By: _____
Date: _____	Date: _____ _____
ATTEST:	By: _____
_____	Date: _____ _____
City Clerk	
APPROVED AS TO FORM	

City Attorney	

EXHIBIT "A"

INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Contract, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Contract, and provide proof thereof that is acceptable to CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Contract.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

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

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

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

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

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Automobile Liability.

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

3. Worker's Compensation.

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

Contract.

4. Additional Insureds.

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

5. Notice of Cancellation.

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

6. Severability Clause.

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

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

7. Qualifications of Insurer.

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

8. Approval of Insurer.

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

9. Payment of Premiums.

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

10. Evidence of Insurance and Claims.

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

(Use of City Bond Form is Required)

EXHIBIT "B"

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its subcontractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"
Labor and Materials Payment Bond

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, ____ (the "Contract") with the City of MONTEBELLO (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020

of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

City Attorney

GENERAL SPECIFICATIONS
FOR
**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals to perform the work shown in the Plans, Specifications, and contract documents. The general items of work include; removal and abandonment of existing sewer infrastructure, new sewer improvements including PVC pipe, concrete manholes, and house laterals; removal of existing AC paving and paving of AC pavement and concrete; new and reconstruction of concrete improvements including curb and gutter, driveway approaches, alley approaches, access ramps, and adjustment of utility covers; cold mill existing pavement, reconstruction including replacing traffic signals, traffic striping, markers, pavement markings and curb painting.

LOCATION OF WORK

The general locations and limits of the work are as follows:

- **WHITTIER BOULEVARD FROM 2ND STREET TO 1ST STREET**
- **NORTH AND SOUTH ALLEYS ADJACENT TO WHITTIER BOULEVARD FROM MONTEBELLO BOULEVARD TO 1ST STREET**
- **PALM PLACE FROM SPRUCE STREET TO PALM DRIVE**

TIME FOR COMPLETION

The Contractor shall complete all construction work in every detail within **one hundred and ten (110) working days** after the date in the Notice to Proceed to be issued by the City for the awarded improvements.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than forty-eight (48) hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

Central Basin MWD	Isabelle Guido	6252 Telegraph Rd, Commerce CA 90040	(323) 201-5541 isabelleg@centralbasin.org
Crimson Pipeline LP	Jeff Kohn	3760 Kilroy Airport Way Suite 300 Long Beach, CA 90806	(562) 822-5656 jkohn@crimsonpl.com
MCI (Verizon Business)	Investigations	400 International Pkwy Richardson, TX 75081	investigations@verizon.com
City of Montebello Sewer	Juan Hernandez	1600 W Beverly Bl Montebello, CA 90640	JHernandez@montebelloca.gov
Montebello Land & Water Company	Brett Ommen	1600 W Beverly Bl Montebello, CA 90640	(714) 334-5702 Brett@mtblw.com
Crown Castle	Michael Moats	1500 Corporate Dr Canonsburg, PA 15317	(949) 936-0043 michael.moats@crowncastle.com
Redflex Traffic Systems	Jerry Newton	5651 W Talavi Blvd Suite 200 Glendale, AZ 85306	(800) 568-8405 designtickets@verramobility.com Jerry.Newton@verramobility.com
SoCalGas Distribution Belvedere	Dan Garcia	701 N Long Beach Blvd Compton, CA 90221	(213) 231-8183 Dgarcia2@socalgas.com
Charter / Spectrum - Irwindale	Jose Munoz	4781 Irwindale Ave Irwindale, CA 91706	(626) 430-3351 jose.munoz1@charter.com
SCE Trans Telecom, Utilquest for SCE Dist - Metro East & West Reg	Menifee Engineering Service (#241479P)	14005 S Benson Ave Chino, CA 91710	(951) 928-8290

CITY POLICE AND FIRE DEPARTMENT

Police: (323) 887-1313
Fire: (323) 887-4510

UNDERGROUND SERVICE ALERT

(800) 422-4133 Tel
(909) 808-8101 Fax

TRASH COLLECTORS – ATHENS DISPOSAL

(626) 336-6100

STREET SWEEPING – NATIONWIDE

(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT

(323) 887-7900

MONTEBELLO TRANSIT

(323) 558-1625

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

STANDARD SPECIFICATIONS

The Standard Specifications and Standard Plans of the City are contained in the Latest Edition of the Standard Specifications for Public Works Construction (SSPWC) and Standard Plans for Public Works Construction (SPPWC). Copies of these Standard Specifications and Plans are available from the publisher, Building News, Incorporated, 990 Park Center Drive, Suite E, Vista, CA 92081.

The City also uses the Standard Specifications and plans of the State of California Department of Transportation (Caltrans) which Standard Specifications and Plans are available from Caltrans District 7, Los Angeles or Caltrans Office in Sacramento.

The Standard Specifications set forth above will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents. The following Special Provisions are supplementary and in addition to the provisions of the Standard Specifications unless otherwise noted and the section numbers of the Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring elaboration, amendment, specifying of options, or additions are called out.

SPECIAL PROVISIONS

FOR

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

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SPECIAL PROVISIONS
PART 1 – GENERAL PROVISIONS

FOR

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

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

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

SECTION 1 – GENERAL

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

1-2 TERMS AND DEFINITIONS

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

1-7 AWARD AND EXECUTION OF CONTRACT

1-7.1 General

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

Within ten (10) working days after the date of the City's notice of award, the Contractor shall execute and return the following contract documents to the City:

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

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

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

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

1-7.2 Contract Bonds

The second sentence of the fourth paragraph of this subsection of the Standard Specifications for Public Works Construction (SSPWC) is hereby deleted and replaced with the following:

The Faithful Performance Bond shall remain in force until one (1) year of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until thirty-five days after the date of recordation of the Notice of Completion.

The second and third sentences of the third paragraph of Subsection 2-4 of the Standard Specifications for Public Works Construction (SSPWC) are hereby deleted and replaced with the following:

The "Payment Bond" (Material and Labor Bond) shall be for not less than 50 percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by

it on the work. The Payment Bond shall remain in effect until thirty-five days after the date of recordation of the Notice of Completion.

SECTION 2 – SCOPE OF THE WORK

2-2 PERMITS

This subsection of the Standard Specifications is hereby replaced by the following:

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

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

2-5 CONTRACTOR’S EQUIPMENT AND FACILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 – CONTROL OF THE WORK

3-7 CONTRACT DOCUMENTS

3-7.1 General

The following is hereby added after the last paragraph of this subsection of the Standard Specifications:

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

3-7.2 Precedence of The Contract Documents

This subsection of the Standard Specifications is hereby replaced by the following:

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

- | | |
|-----------|--|
| FIRST: | Requirements of law, including the Charter and Ordinances of the City. |
| SECOND: | Permits from other Agencies as may be required by law or Ordinance. |
| THIRD: | Permits from City Departments as may be required by law or Ordinance. |
| FOURTH: | Change Orders and/or Supplemental Agreements; whichever occurs last. |
| FIFTH: | Contract/Agreement. |
| SIXTH: | Addenda. |
| SEVENTH: | Bid/Proposal. |
| EIGHTH: | Special Provisions. |
| NINETH: | Plans. |
| TENTH: | Standard Plans. |
| ELEVENTH: | Standard Specifications. |
| TWELFTH: | Reference Specifications. |

Detailed plans shall have precedence over general plans.

3-10 SURVEYING.

3-10.1 General.

This subsection of the Standard Specifications is hereby replaced by the following:

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

The Contractor shall reset disturbed monuments and provide a Corner Record Survey filed with the County Surveyor and City Engineer. Corner Record Surveys shall be completed by a Land Surveyor licensed in the State of California to practice surveying. Prior to start of construction, Contractor shall visit the site and prepare a list of all centerline ties, monuments and survey markers, which may be damaged, or removed during construction and shall hire a CA licensed Land Surveyor to reset and re-establish the monuments, survey markers and ties at Contractor's expense.

The Contractor shall furnish all construction surveying work for all paving work/ concrete work and the resetting of monuments, survey markers, and centerline ties.

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

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

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

The City reserves the right to verify all staking and monumentation for horizontal and vertical accuracy. The allowable error shall not exceed 0.02 feet vertically or horizontally. Any staking found to exceed allowable error shall be reset at the sole expense of the Contractor and no additional compensation will be made therefore. In cases where the Contractor is unable to place a monument, such as conflicts with underground utilities, the Contractor shall notify the Engineer for review, confirmation, and approval of the omission. All work described in this Section shall be done by or under the direction of a Professional Land Surveyor or a Registered Civil Engineer authorized to practice Land Surveying in the State of California herein referred to as "Surveyor".

3-10.2 Line and Grade

The following is hereby added after the last paragraph of this subsection of the Standard Specifications:

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

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

For street improvements, the Surveyor will establish rough grade elevations at 50-foot intervals along the street. After completion of the rough grading, he/she will establish elevations for curb

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

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

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

For storm drains, the Surveyor will establish elevations at 25-foot intervals along the main line, at all grade change points indicated on the plans, at inlets and outlets of structures and at the upper ends of house connections and laterals. Normally, elevations for narrow trenches will be established by means of offset stakes and a grade sheet giving cuts from such stakes will be issued. When determined necessary, blue top hubs will be set in the trench for line and grade. Narrow trenches where there are space constraints due to utility conflicts must be approved by the Engineer and must compile with Slurry mix backfill according to Section 306-12.2 of the Greenbook. Use of slurry mix backfill shall include furnishing material, labor, tools, equipment and incidentals, and for doing all work involved in installing slurry mix backfill, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and included in the cost for storm drain pipeline. No additional compensation shall be allowed.

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

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

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

3-10.3 Permanent Survey Markers

The Contractor shall reset disturbed monuments and provide a Corner Record Survey filed with the County Surveyor and City Engineer. Corner Record Surveys shall be completed by a Land Surveyor licensed in the State of California to practice surveying.

3-10.4 Surveying Services

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor will furnish a Surveyor as needed for layout of the work and the resetting of monuments.

SECTION 4 - CONTROL OF MATERIALS

4-1 GENERAL

The following is hereby added after the last paragraph of this subsection of the Standard Specifications:

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

4-6 TRADE NAMES OR EQUALS

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

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-3 LABOR

5-3.2 Prevailing Wages

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

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all City, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments. The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers. In accordance with the labor Code, as provided in Section 1773 et seq., the City has on file in the City Clerk's office the latest prevailing

rates as established by the Director of Industrial Relations of the State of California. The Contractor shall not pay less than these rates.

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

5-3.6 Laws

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

5-4 INSURANCE

5-4.2 General Liability Insurance

This subsection of the Standard Specifications is hereby replaced by the following:

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

- Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$5,000,000 aggregate.
- Products/Completed Operations Hazard Insurance: in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS (\$5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Contract, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

5-4.3. Worker's Compensation Insurance

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

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

5-4.4 Auto Liability Insurance

This subsection of the Standard Specifications is hereby replaced by the following

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

The following subsection(s) are hereby added to Section 5-4 of the Standard Specifications

5-4.5 Additional Insureds

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

5-4.6 Notice of Cancellation

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

5-4.7 Severability Clause

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

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

5-4.8 Qualifications of Insurer

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

5-4.9 Approval of Insurer

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

5-4.10 Payment of Premiums

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

5-4.11 Evidence of Insurance and Claims

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

5-7 SAFETY

5-7.1 Work Site Safety

5-7.1.1 General

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

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

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

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

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

5-7.9 Traffic and Access.

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

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

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

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

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

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

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

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

5-7.9.1 Street Closures, Detours, Barricades.

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

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

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

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

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

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

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

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

5-7.9.2 Protection of the Public.

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

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

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

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

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

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

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

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

6-3 TIME OF COMPLETION.

6-3.1 General.

This subsection of the Standard Specifications is hereby replaced by the following:

All construction work is to be completed within **one hundred and ten (110) working days.**

6-3.2 Contract Time Accounting.

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

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, for daytime work and to the hours between 8:00 p.m. starting Monday and 5:00 a.m. ending Saturday, excluding holidays, for nighttime work. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor. Should the Contractor choose nighttime work, any and all lighting and traffic control, as needed, shall be provided by the Contractor.

6-9 LIQUIDATED DAMAGES

The liquidated damages value mentioned in this section is hereby amended to be \$7,500.00 per day.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.2 Partial and Final Payment.

This subsection of the Standard Specifications is hereby replaced by the following:

The closure date for the purpose of making partial progress payments will be on or about the twenty-fifth (25th) day of each month. The Contractor shall prepare the approximate measurement of the work performed through the closure date and submit it to the City for approval along with an updated construction schedule.

When the work is complete, the Engineer will determine the final quantities of the work performed and prepare the final progress payment.

Payments are commonly authorized and made within forty-five days following the last day of the month submitted. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions and any other required documents.

A full five percent (5%) retention will be deducted from all progress payments. The final retention will be authorized for final payment forty-five (45) days after the date of recordation of the Notice of Completion.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety of equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Sureties eligible for investment shall include those listed in Section 16430 of the State Government Code or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- a) The amount of surety to be deposited;
- b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- c) The termination of the escrow upon completion of the contract.

Decisions to Withhold Progress Payments

The Engineer may withhold or nullify the requested Progress Payments in whole or in part due to the Contractor to such extent as may be necessary to protect the City from loss as a result of because of any of the circumstances listed below:

1. Defective work not remedied in accordance with provisions of the Contract Documents;
2. Third party claims, liens or stop notices filed or reasonable evidence indicating probable filing of such claims, liens or stop notices;
3. Failure of the Contractor to make payments properly for labor, services, materials, equipment, or other facilities or to subcontractor;
4. A reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;
5. A reasonable doubt that the Contractor will complete the work within the agreed Contract Time;
6. Costs to the Owner resulting from failure of the Contractor to complete the work within the stipulated time, or in accordance with the terms of the contract;
7. Damage to other work or property;
8. Failure to fulfill all the requirements of the Contract Documents;
9. When there is pending litigation against the City related to this contract or reasonable anticipation thereof;
10. Failure of the contractor to maintain all records as required; to submit progress schedules, weekly payroll records, minority enterprise utilization reports and forms and any other such item required by these specifications;
11. Failure to pay laborers and mechanics employed by the contractor or any subcontractor on the work the full amount of wages required by this contract, after written notice to the contractor.
12. Failure of Contractor of the subcontractors to comply with applicable laws;
13. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle City to a setoff or recoupment;
14. Additional professional, consultant or inspection services required due to Contractor's failure to comply with Contract Documents;
15. Liquidated damages payable to City;
16. Materials ordered or paid by City on behalf of Contractor;

17. Damage loss caused to City, a separate contractor, homeowner contractor or any other person or entity due to the actions of the Contractor;
18. Cleanup performed by City and chargeable to Contractor;
19. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to applicable collective bargaining agreements or trust agreements;
20. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code Section 1720 et/ seq.;
21. A breach by Contractor of any obligation or provision of the Contract Documents.
22. Whenever the City shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore shall be given the Contractor, and, when the Contractor shall remove the grounds for such withholding, the City will pay to the Contractor, within 35 calendar days, the amount so withheld.

Application of Withholding

Sums properly withheld in good faith may be used by City without a prior judicial determination of City's actual rights with respect to recovery of any Loss on which such withholding is based. Contractor agrees and hereby designates City as its agent in for such purposes, and agrees that such payments shall be considered as payments made under the Construction Contract by City to Contractor. City shall submit to Contractor accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City may, in its sole discretion, elect to exercise its rights to adjust the Contract Sum.

Payment by City

After an Application for Progress Payment has been made, the City shall make payment in a timely manner unless there is a good faith reason for withholding the payments in accordance with the provisions of the Contract Documents or Applicable Law.

Payment to Subcontractors

Upon receipt of payment from City, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractor's portion of the work, the amount of which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible, notwithstanding a withholding by City pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-contractors and suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payments to Subcontractors, of any Tier.

Direct Negotiation of Stop Notices

City shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

Release of Stop Notices

Except to the extent of any payments that City fails to make to Contractor under circumstances that constitute a breach by City of its payment obligations under the Contract Documents, if any stop notice, whether invalid or valid, is made, filed with, served upon or asserted against City or a Homeowner by any of the Subcontractors, of any Tier, or their agent or employee, for money claimed due for Work of any kind provided, then Contractor shall within five (5) Days after written notice by City and at Contractor's Own Expense, procure, furnish and record appropriate releases or other instruments which under Applicable Laws will full release, extinguish and removed such stop notice. Unless and until such stop notice is fully released as afore-stated, City shall have the right to retain from any payments then due, or thereafter to become due, an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice and any action or proceeding thereon which may be brought to judgment or award. If the amount to be paid, or the amount retained thereon, is insufficient to satisfy, discharge or defend against such stop notice and any action of proceeding thereon, then Contractor shall be liable for the difference and upon written demand shall immediately deposit the same with City. The provisions in this paragraph are in addition to such other rights as City may have against Contractor under the Contract Documents or Applicable Laws.

Failure of Payment by City

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents, Payment is not issued within thirty (30) Days after receipt of an undisputed and properly prepared and submitted Application for Payment then Contractor may, upon fourteen (14) additional Days' written notice to City, stop the Project Work for which such Application for Payment is received until payment is received as to any undisputed and owing work. Any resulting Delay associated with the shut down and start-up of the Project Work as a result of Contractor's proper exercise of its rights under this paragraph shall constitute a Compensable Delay.

Disputed Payments, Continuous Work

No dispute or disagreement with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

Completion. Inspection. Punch List. Re-Inspection

A Contractor-generated punch list must be provided to the City or its representative prior to the request for final inspection. It will be the discretion of the City or its representative to grant the final inspection based on the Contractor generated punch list. Contractor shall achieve Completion of the Project Work in accordance with the requirements of the Contract Time and other provisions of the Contract Documents. Contractor shall notify Engineer when Contractor believes that the Project Work for is Complete.

Unless the Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Compliance, the Engineer, accompanied by the Inspector of Record and any others deemed appropriate by the Engineer, will inspect the Project Work performed. Contractor, along with such Subcontractors and others as Engineer deems necessary shall participate in the inspection. If the Project Work is found to be Complete, then Engineer shall proceed to issue a written completion notice as provided hereinafter.

Any items necessary for Compliance that are found missing, incomplete or requiring correction shall be summarized by Contractor in a Completion Punch List and promptly signed by Contractor and delivered to Engineer. Contractor shall proceed within forty-eight (48) hours after signing the Completion Punch List to commence correction and completion of the items listed.

Contractor shall notify Engineer when the items listed are completed at which time a re-inspection shall be scheduled in the same manner as the original inspection. If said inspection discloses any item, whether or not included on the original Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Completion shall be issued.

The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Compliance of the Project Work. A Notice of Completion shall be issued by the Engineer when he determines that Compliance of the Project Work has occurred.

Final Completion

Contractor shall expeditiously and diligently perform all items of Project Work on the Final Completion Punch List so as to achieve Final Completion of the Project Work within the requirements of the Contract Time for Final Completion of the Project Work. Contractor shall forward to Engineer a written notice when Contractor believes that it has completed all of the items on the Final Completion Punch List and is read for a Final Completion Inspection. Unless Engineer determines that the Project Work is not sufficiently complete to warrant an inspection to determine Final Completion, Engineer, accompanied by Inspector of Record and any others deemed appropriate by Engineer, will inspect Project Work performed. If the Project Work is found to be Finally Complete, then Engineer shall proceed to issue a Notice of Final Completion as provided hereinafter.

If said inspection discloses any item, whether or not included on the Final Completion Punch List, which is found missing, incomplete, or requiring correction said item shall be corrected before a Notice of Final Completion shall be issued. The City shall be reimbursed or at its option shall withhold from Contractor's payments, amounts incurred by City to conduct more than two (2) inspections to determine Final Compliance of the Project Work for any Home. A Notice of Final Completion shall be issued by the Engineer when he determines that Final Compliance of the Project Work has occurred.

Concluding Payment

Upon issuance by Engineer of the Notice of Final Completion for the Project Work Contractor shall submit to Engineer its Application for Payment requesting payment for completion. Without limitations to any other conditions to payment set forth elsewhere in the Contract Documents, the

following shall be conditions precedent to a proper submission, and to Engineer's approval, of Contractor's Application for Final Payment:

1. Submission of an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project Work for which City or City's or Homeowner's property or funds might be liable have been paid or otherwise satisfied;
2. Submission of consent of Surety, if any, to Completion Payment;
3. Submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
4. Submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Code Section 3262(d)(3) executed by Contractor and by all Subcontractors, of every Tier, performing any portion of the Project Work;
5. Submission of all Close-Out Documents for the Project Work;
6. Submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Project Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payments.
7. Proper payment of prevailing wages as defined in California Labor Code Section 1720, et seq for the Project Work.
8. Submission of certificates by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employees' benefits relating to the Project Work due and owing having been paid in full; and
9. Submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion of the Project Work.

Final Payment Terminates Liability

No claim shall be made or be filed, and neither the City nor any of its officers or agents shall be liable or held to pay any money, except as specifically provided in the Contract Documents.

The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the City and its agents, from all claim and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if any there be, of the amounts kept or retained as provided elsewhere in these General Conditions.

Securities in Lieu of Retention

Provisions of California Public Contract Code Section 22300 et. seq. substitution of eligible and equivalent securities for retention held by City to ensure Contractors performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with

California Section 22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code Section 22300. The failure of such Contractor to make such a written request for the City within said ten (10) day period shall be deemed a waiver of the Contractor's right under California Public Contract Code Section 22300.

In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section 22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current A.M. Best Rating of not less than "A," in the form specified by said Section 22300. Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain its total fair market value an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

Any escrow agreement entered into shall contain the following provisions:

- (a) The amount of surety to be deposited;
- (b) The terms and conditions of conversion to cash in case of default of the Contractor; and
- (c) The termination of the escrow upon completion of the contract.

7.3.3 Delivered Materials

This subsection of the Standard Specifications is hereby replaced by the following:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for partial progress payment.

7-3.5 Contract Unit Prices

7-3.5.1 General

This subsection of the Standard Specifications is hereby replaced by the following:

If the Engineer orders a change in quantity of an item of Work, and the change does not involve a substantial change in character of the Work from that shown in the Plans or Specifications, the City will adjust the total payment to be made for the item of Work by multiplying the amount authorized and installed by the Contract Unit Price. This amount may be greater or less than the amount shown in the Bid.

If the total quantity of a Major Bid Item is changed, only changes within 25% of the quantity shown in the Bid, either more or less, will be adjusted at the Contract Unit Price.

7-3.5.2 Increases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

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

7-3.5.3 Decreases of More than 25 Percent

This subsection of the Standard Specifications is hereby replaced by the following:

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

7.4 PAYMENT FOR EXTRA WORK

7-4.3 Markup

7-4.3.1 Work by the Contractor

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

The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profit:

Labor	20%
Materials	15%
Equipment Rentals	15%
Other Contractor's costs	15%

One percent (1%) may also be added to the sum of costs and markups as compensation for the Contractor's bond premium.

7-4.3.2 Work by the Subcontractor

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

When a subcontractor performs all or any part of the extra work, the markups in paragraph (a) shall be added to the subcontractor's actual cost of such work. The Contractor may add an additional markup of 10% of the first \$5,000 of the subcontracted portion of the extra work and 5% on work added in excess of \$5,000 of the subcontracted portion of work.

SECTION 8 – FACILITIES FOR AGENCY (CITY) PERSONNEL

Replace this section of the Standard Specifications with the following:

No field offices for City personnel will be required, however, the City personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor for the project in the City if so, provided by the Contractor for his own personnel.

SECTION 9 – CITY STANDARDS, STANDARD PLANS AND DRAWINGS

Section 9 is hereby added to the Standard Specifications as follows:

All public improvements, construction and dedications required and described in this manual shall conform to the standards and specifications of the City. Standards, Standard Plans and Drawings of the following agencies are used by the City of Montebello and are part of the City's standards. Where there is ambiguity or conflict between standards over which standard shall apply, the City Engineer shall determine what shall apply, and his determination shall be final. All construction is subject to the approval of the City Engineer.

Standard Plans – Standard Plans for Public Works Construction, SPPWC, “Latest Edition and Supplement”.

Los Angeles County Public Works Department – Grey Book and all plans except those modified or replaced by City Standards.

Sanitation Districts of Los Angeles County - Applicable sewer and manholes.

State of California – California Department of Transportation (Caltrans) Standard Specifications and Standard Plans - Pavement markings and traffic loops.

City Standards - All applicable standard plans.

Standard Specifications - The 2021 edition of, and applicable amendments to, the “Standard Specifications for Public Works Construction (SSPWC).”

California Manual on Traffic Control Devices (CA-MUTCD), “Latest Edition”.

SECTION 10 – CLAIMS AND PROTESTS

Section 10 is hereby added to the Standard Specifications as follows:

Excerpts from the Public Contract Code 9204:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Claim” means a “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the

governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

SPECIAL PROVISION
PART 2 – BID ITEM DESCRIPTIONS

FOR

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

All Bid Items shall be in accordance with the Standard Specifications for Public Works Construction (SSPWC), including supplements, State of California Department of Transportation (Caltrans) Standard Specifications, Latest Edition, and the Special Provisions and General Conditions of these specifications.

Mobilization/Demobilization - Mobilization and Demobilization is not a separate bid item, but will be incorporated in all bid unit prices in the bid schedule

Mobilization shall conform to the provisions of Sections 9-3.4 of the Standard Specifications.

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials, and incidentals to and from the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition, and all other related work as required at all times and for all non-working days during the construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials. Demobilization includes removal of all equipment and materials from the site, clean up and restoration of the work site at the end of project. Mobilization shall also include pressure washing of all USA markings, clearing and grubbing operations preceding and post construction consisting of removing all natural and artificial objectionable materials from the Right-of-Way in construction areas, road approaches and material sites. Clearing and grubbing shall conform to the provision of section 300-1 of the standard specifications.

No additional amounts shall be paid for erosion control, Best Management Practices (BMP), erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil and other materials deposited on public streets by construction traffic.

Best Management Practices (BMP) shall be defined as any program, technology, process, citing criteria, operating method, measure, or device, which controls, prevents, removes, or reduces

pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3, Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

Los Angeles County Department of Public Works
Cashier's Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone: 626-458-6959

The Contractor shall have a minimum of two readily accessible copies of each publication on the Contract site at all times plus any copies of applicable environmental mitigation plans.

Additional BMPs may be required as a result of a change in actual field conditions, contractor activities, or construction operation. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMPs within each category in order to achieve the BMP objective.

BMPs for Contractor activities shall be continuously implemented throughout the year and project time period. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service Predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation, which may produce run-off, and whenever run-off from other sources may occur.

The Agency (City), as a permittee thereto, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The City will pass through to the Contractor any penalty assessed by these entities for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the Contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Mobilization and Demobilization is not a separate bid item, but will be incorporated in all bid unit prices in the bid schedule, and shall be considered full compensation for obtaining all business licenses and permits, as required for the entire project, from all related agencies, including, but not limited to, utility companies, private and public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits; coordination, field office facility, implementation of Best Management Practices, and incidentals necessary to perform all related items of work. No additional compensation will be allowed therefor.

Bid Item No. 1 – Project Information Signs

The Contractor shall supply, erect, and maintain public improvement project signs for the duration of construction according to the specifications set forth below. A scaled layout of the sign shall be submitted to the City of Montebello for approval prior to fabrication. The sign is illustrated in Appendix “C”.

Size: 4 feet by 6 feet with a 7 feet clearance above ground level.

Materials: 3/4-inch (exterior type) plywood (C-C EXT-DFPA grade).

Support: 4-inch by 4-inch by 10 feet posts.

Mounting: Frame shall be constructed using 2 inches by 6 inches by 8 feet skids centered on each post and a 2 inch by 4 inches by 5 feet 6 inches 45-degree brace for each skid and a 2 inches by 6 inches cross-strut between the bottom of the posts all of bolted construction. Plywood panel shall be mounted using 3/8 inch by 5 inches carriage bolts at 16 inches maximum on center.

Paint: Panel Face: Three coats outdoor enamel (sprayed) Panel Rear and Frame: Two coats outdoor enamel (sprayed).

Color: Stark white background and blue lettering.

Lettering: Silkscreen enamels, Helvetica medium.

Covering: 1/4 inch clear plastic.

Location: The signs shall be placed at each end of the street that work is being constructed on. If work occurs within the alleys, signs shall be placed at the adjacent crossing streets near the alley approaches or any other location where alleys are accessible to oncoming vehicle traffic. If various locations of work are included, the signs will be moved by the Contractor per the City’s schedule.

Duration: The signs shall be placed a minimum of one week prior to start of work.

Disposition: After the Notice of Completion is issued, the sign shall become the property of the City, and the Contractor shall deliver the sign to the Public Works Facility at no expense to the City.

Payment for Project Information Signs shall be based on **Each (EA)** Unit Price basis and shall include full compensation for all labor materials, tools, equipment, and for doing all work involved, including delivery of the sign to the Public Works Facility at the end of the project.

Bid Item 2 - Traffic Control

Traffic Control, Traffic Control plan, construction signing and traffic maintenance shall comply with the provisions of Section 600 of the Standard Specification and the current requirements set forth in the “Manual of Traffic Controls for Construction and Maintenance Work Zones” published by the Department of Transportation, State of California, and Manual on Uniform Traffic Control Devices (CA-MUTCD), Latest Edition, by the Federal Highway Administration and California, the traffic control plans and these Special Provisions.

The Contractor shall maintain the following clearances from the edge of traffic lanes:

- 1) 5 feet to any excavation,
- 2) 2 feet to curbs or temporary concrete barriers,
- 3) 10 feet to poles and other obstructions on uncurbed roadways.

If determined by the Engineer that it is necessary to decrease these minimum distances to allow for the prosecution of the work, the Contractor shall provide all protective devices required by the Engineer to adequately protect the public.

PUBLIC CONVENIENCE

Within ten (10) working days after the date of the City’s execution of the Contract Agreement the Contractor shall submit a proposed Construction Schedule for approval. Based on the approved project schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary “NO PARKING” signs at no cost to the City. Signs shall be posted at all intersections, and on each side of the street a maximum of 200 feet between signs. Signs may not be attached to existing poles, street lights standards or trees. All signs must be posted on delineators or stakes provided by the Contractor. The “NO PARKING” signs shall be in place not less than seventy two (72) hours prior to performing the work; therefore a request for changes in the schedule requiring additional posting shall be submitted by the Contractor for approval by the Engineer at least seventy-two (72) hours prior to reconstruction and paving the street. All conflicting parking signage shall be covered.

Due to the nature of this project involving major inconvenience to residents and businesses, a good Public Relations Program is mandatory and evidence of satisfactory past performance in this area will be required.

The Contractor is to distribute two (2) City-approved “Public Notice” to each residence and business affected by the project. The first notice shall be distributed ten (10) calendar days prior to the start of any work. The second notice shall be distributed at least seventy two (72) hours prior to the start of work on a specific section of the street. A sample copy of the notice must be approved by the City. Said notice shall be attached to a red information hanger provided by the Contractor and hung on the gate or front door knob. The Contractor shall also coordinate with the bus services to ensure the safe operation of buses and access to bus stops in the construction area. Notices shall be in English and Spanish languages.

The Contractor shall also coordinate with the street sweeping, trash disposal, Montebello Bus Lines and postal services agencies to ensure the safe operation of their vehicle and access in the construction area.

All complaints received by the City associated with the construction project alleging damage to private property and vehicles shall be responded to by the Contractor within twenty-four (24) hours (one working day) of notification. Failure to comply with this provision may result in a penalty of One Hundred dollars (\$100.00) per occurrence.

All trucks, which the Contractor proposes to use, that exceed the legal load limit when loaded will be required to have overweight permits issued by the City.

The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the project as specified in the Standard Specifications.

PROTECTION OF WORK AND PUBLIC

The Contractor shall take all necessary measures to protect work and prevent accidents during any and all phases of the work. The Contractor shall repair all damaged pavement as a result of vandalism (i.e., vehicle tracks, footprints, graffiti, etc.) If deemed necessary by the City, the Contractor shall repair the defective area in accordance with these special provisions.

CONSTRUCTION SIGNING

Construction signing shall consist of furnishing, installing, maintaining and removing construction signs and barricades as required by the "California Manual on Uniform Traffic Control Devices", CA-MUTCD. The traffic control system shall be installed on a road prior to starting work for that road and shall not be removed until all work has been completed on that road. Existing speed limit signs, which conflict with the work zone speed limit, shall be covered during the entire construction period.

TRAFFIC MAINTENANCE

The Contractor shall be responsible for handling vehicular and pedestrian traffic in accordance with Section 600 of the Standard Specifications and these Special Provisions.

The Contractor shall prepare all necessary traffic control plans and submit to the City for approval at the pre-construction meeting. The traffic control plans shall be prepared by a California Licensed Traffic Engineer and shall show:

1. Notification Signs.
2. Existing and temporary lane lines.
3. Dimensions of the work zone and street improvements.
4. Advance warning signs.
5. Delineators
6. Lighting, for nighttime work.

The plans shall be submitted to the City at the preconstruction meeting prior to commencing work and shall incorporate a complete and separate plan for each stage of construction proposed by the Contractor. This plan shall indicate the sequence of lanes or portions of lanes being closed for each phase. The traffic control plans shall indicate the travel plan for each phase of construction. The traffic control plans shall state:

1. That the plan will conform to “California Manual on Uniform Traffic Control Devices”, CA-MUTCD.
2. Emergency contact person and phone number.
3. Minimum lane widths and minimum clearance to obstructions.

The traffic control plan shall be approved by the City of Montebello prior to beginning any removals.

The Contractor shall cooperate with the City of Montebello relative to handling traffic through all work areas and shall make his own arrangements relative to keeping the working area clear of parked vehicles and maintaining clear access to driveways.

The Contractor shall furnish and install construction notification signs as shown on traffic control plans and as specified by the City of Montebello.

The Contractor shall provide for controlled pedestrian crossings through the work. Crossings shall provide pedestrians a means of passing over or through the work without tracking tack coat or hot asphalt concrete or P.C.C. work or endangering pedestrian safety. All temporary pedestrian crossings shall be in compliance with the latest Americans with Disabilities Act design standards and supplements.

At intersections, if a cross road needs to be temporarily closed when work is in progress through the intersection and the anticipated traffic delay is more than five (5) minutes, a detour sign shall be installed on the cross street and shall include the installation of advance signing displaying the anticipated delay time. The signing of the detour route shall be approved by the Engineer prior to installation of the detour and closure of the road.

The Contractor shall provide for one lane of travel in each direction at all times unless approved by the Engineer. When two-way traffic is restricted to one lane in each direction, and when applying paving past intersecting roads, traffic shall be controlled as required by the “California Manual on Uniform Traffic Control Devices”, CA-MUTCD. A pilot car and driver will be required at various locations if control by flaggers and/or control devices proves deficient in the opinion of the Engineer. In no case shall the Contractor provide less than one (1) lane of travel in each direction through the construction zone including cross-streets.

Contractor’s equipment and personal vehicles of the Contractor’s employees shall not be parked on the traveled way at any time. Overnight parking of construction equipment shall be confined to an approved storage site selected by the Contractor and approved by the City.

TEMPORARY GUIDE MARKERS

Temporary guide markers shall be portable Caltrans Standard Specifications approved delineators. Only one type of temporary guide marker shall be used on any road at any one time.

Temporary guide markers shall be placed adjacent to the edge of all vertical lips or excavations that exceed 3/4 inches. If the temporary guide markers are damaged, or are not in an up-right position, from any cause, said markers should immediately be replaced or restored to their original locations, in an upright position by the Contractor.

PORTABLE DELINEATORS

The vertical portion of the portable delineators shall be brilliant orange or predominantly orange in color. The posts shall be not less than 100 square inches, measured through the vertical axis of the delineator, normal to the roadway. The minimum height shall be thirty-seven (37) inches above the traveled way.

Two 4-inch nominal width reflective bands shall be mounted a minimum of 1 ½ inches apart and at a height on the post so that one reflective band will be between 2.5 feet and 3 feet above the roadway surface.

Reflective bands shall be flexible vinyl plastic, either white or yellow, and shall have not less than the following dry reflective values at a 0.2 degree divergence angle, expressed in units of candlepower per foot-candle per square foot. The wet reflective values shall not be less than ninety percent (90%) of the dry values.

<u>Dry Reflective Value</u>			
<u>Angle of Incidence</u>	<u>4°</u>	<u>5°</u>	<u>30°</u>
White	250	165	50
Yellow	10	110	50

All tests for reflective values shall be performed in accordance with California Test Method No. 642.

The portable delineators shall be spaced as necessary for proper delineation; however, in no case shall the spacing between portable delineators exceed thirty (30) feet on tangents or twenty (20) feet on curves.

FLUORESCENT TRAFFIC CONES

Provide lighted flashers and lighting for night time. Traffic cones shall be fluorescent new or reconditioned and of good commercial quality, flexible material suitable for the purpose intended. The outer section of the portion above the base of the cone shall be highly pigmented fluorescent orange polyvinyl compound. The overall height of the cone shall be anchored in a manner such

that the traffic cone will remain in an upright position. Lighted flashers and lighting shall be provided additionally for nighttime.

The fluorescent traffic cones shall be spaced as necessary for proper delineation; however, in no case shall the spacing between fluorescent cones exceed thirty (30) feet on tangents or twenty (20) feet on curves.

STRIPING

Temporary striping and marking for traffic control shall conform to Section 310-5.6.5 of the Standard Specifications. Temporary striping and marking which has no further use shall be removed by wet sandblasting, and all sand used in sandblasting shall be removed without delay as the sandblasting operation progresses.

RESTRICTIONS ON CLOSURE OF STREETS AND TRAFFIC LANES

The Contractor shall conduct all operations so as to provide access to the adjoining properties and have no greater length or quantity of work under construction that can be properly prosecuted with a minimum of inconvenience to the public.

The Contractor shall construct temporary A.C. ramps or equal to provide safe and drivable access to residents and business properties daily.

The Contractor shall coordinate all shipments and deliveries to businesses. If steel plates are required, they shall be provided by the Contractor at no additional cost to the City.

The Contractor shall be responsible for furnishing, placing and maintaining barricades and lights as necessary to protect the public from danger due to the work being done.

No additional amounts shall be paid for erosion control, erosion damage clean-up, and removal of debris from the project site, NPDES requirements, or removal of soil deposited on public streets by construction traffic.

Payment for Traffic Control and Stage Construction shall be included in the **Lump Sum (LS) Price** bid and shall be considered full compensation for providing and maintaining safe traffic control including all temporary signs, striping and delineation, flaggers, preparing and providing traffic control plan during the project, obtaining all approvals and permits, as required, from all related agencies, including, but not limited to, public agencies and the City of Montebello; and complying with the requirements specified in those licenses and permits, coordination, field office facility; and incidentals necessary to perform all related items of work.

Bid Item No. 3 – Provide Construction Survey

It shall be the responsibility of the Contractor to supply any and all construction surveying and staking required. All surveying shall be performed under the direct supervision of a California Licensed Land Surveyor or a Civil Engineer duly licensed to perform land surveying.

It is the Contractor's responsibility to Re-establish Survey Monuments and Centerline ties as disturbed in the field and shall conform to Standard Specification for Public Works Construction Section 309 and as modified below. All work done on monuments shall be recorded and copies thereof filed with the City of Montebello Engineer and the County Surveyor. This work will include all re-establishment of all monuments that are disturbed through the course of completing this project, including property tags due to any concrete removal and replacement at sidewalk or curb and gutter.

A corner record survey shall be completed and filed with the County of Los Angeles Surveyor for each survey monument that the Contractor resets. A copy of each corner record shall be provided to the City of Montebello after filing with the County.

Construction Staking consists of furnishing transportation, labor, materials, and equipment to provide surveying and field engineering under the direction of a land surveyor or professional engineer licensed in the State of California. Furnish skilled labor, instrument platforms, ladders and such other temporary structures, required lighting for making and maintaining points and lines in connection with the surveys required.

Construction Staking shall conform to the Standard Specification Section 2-9. Work under this Section includes, but is not limited to, the following:

1. Establish and maintain horizontal and vertical control points from City of Montebello-supplied benchmarks and baselines.
2. Establish temporary benchmarks.
3. Layout of all work.
4. Construction staking for earthwork and paving work required on the project.
5. Control, staking, and grade checking for all earthworks.
6. Control for construction of reinforcing steel, concrete work, and structural steel work.
7. Maintain records on reproducible contract drawings (ASCII points file) of as-constructed locations of project components and features during the course of the project.

The City of Montebello reserves the right to check the accuracy of Contractor's survey measurements and calculations. Regardless of whether or not the City of Montebello exercises this right, the requirements for Contractor accuracy and adequacy will not be waived.

Copies of all completion survey notes, and other data shall be furnished to the City of Montebello prior to beginning work that requires their use.

Prior to completion of Project and when requested by the City of Montebello, Contractor shall submit a copy of project drawing and certificate signed by California Registered Land Surveyor or Professional Engineer as applicable, that elevations and locations of Work are in conformance with Contract Documents.

Contractor shall set permanent monuments and file "Record of Survey Map". The contractor shall be responsible to maintain a complete and accurate log of control and survey work as it progresses.

Contractor shall field verify locations of survey control points prior to starting any work on the Project Site. Contractor shall establish and submit to the City of Montebello any temporary control points as necessary due to construction activity. The Contractor shall notify the City of Montebello of any discrepancies discovered and resolve prior to starting any work.

The Contractor shall lay out work from the City of Montebello's established control points, baselines, ranges and gauges and shall be responsible for all measurements in connection therewith. Furnish, at Contractor's expense, all stakes, templates, platforms, equipment, range markers, and labor as may be required in laying out any part of the Work from the points and lines established by the City of Montebello. The Contractor will be held responsible for the execution of the Work to such lines and grades as may be established or indicated by the City of Montebello. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Surveyor/Engineer retained by the Contractor until authorized to remove them. If such marks are destroyed by the Contractor or through negligence prior to their authorized removal, they may be replaced by the City of Montebello. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor.

Surveying shall conform to methods, procedures, and requirements of the Caltrans Survey Manual. Contractor shall set finish grades at a maximum of 25-ft. intervals for dirt, 25-ft. intervals for rock and at all grade breaks. Contractor shall establish or reestablish baselines and field control points as necessary and provide all basic site engineering to assure accurate locations and elevations for construction. It will be Contractor's responsibility to verify location and elevation of existing structures and utilities as required for new work.

Control datum for survey may be indicated on Contract Drawings. Contractor shall locate and protect, or replace survey control and reference points, preserve permanent reference points during construction and provide record of survey for replacement at record monument. The Contractor shall report to the City of Montebello loss or destruction of any reference point or relocation required because of changes in grades or other reasons and replace dislocated survey control points based on original survey control. There will be no changes without prior written notice to the City of Montebello.

Payment for Provide Construction Survey shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing labor, materials, equipment and removal after construction, and no additional compensation will be allowed therefor. Contractor shall submit electronic files of surveys conducted for Progress Payments with each Pay Request.

Bid Item No. 4 – Remove Existing Asphalt Concrete (AC) Pavement

This section shall conform to Subsection 300-2, 300-4, and 401 of the Standard Specifications and these Special Provisions. Remove existing AC pavement shall consist of all excavation including

sawcutting and removal of roadways bituminous pavement, regardless of thickness, to the limits shown on the plans.

Payment for removal of full depth AC Pavement along the width of the sewer infrastructure trench limits shall be included in this bid item of work and no additional compensation will be allowed. Payment for this bid item will not cover the 1-foot-wide cold mill per the detail noted on the Improvement Plans and shall be covered under **Bid Item No. 12 Cold Mill Exist Asphalt Concrete (AC) Pavement (2")**.

Payment for Remove Existing AC Pavement shall be paid at the contract unit price bid per **Square Foot (SF)** and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, removal and disposal of base and subbase, and incidentals as required and no additional compensation will be allowed therefore.

The price includes protection of existing utilities located within the excavation limits.

Bid Item No. 5 – Remove Existing Concrete Pavement

This Bid Item shall conform to Subsection 300-2, 300-4, and 401 of the Standard Specifications and these Special Provisions. Remove existing concrete pavement shall consist of all excavation including sawcutting and removal of concrete pavement, regardless of thickness, as shown on the plans.

Payment for removal full depth concrete pavement along the width of the sewer infrastructure trench limits shall be included in this bid item of work and no additional compensation will be allowed. Payment for this bid item shall not be included in Bid Item No. 26 & 27 **Construct Polyvinyl Chloride (PVC) Sewer Pipe**.

Payment for Remove Existing Concrete Pavement shall be paid at the contract unit price bid per **Square Foot (SF)** and shall include full compensation for doing all work, including furnishing all materials, labor, equipment, tools, removal and disposal of base and subbase, and incidentals as required and no additional compensation will be allowed therefore.

The price includes protection of existing utilities located within the excavation limits.

Bid Item No. 6 – Remove Existing Sewer Main

This Bid Item shall also include all labor, material and equipment required to remove existing sewer main for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

Removal work shall conform to the provisions of Section 300-2, 306-1, 401 and 402 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Sewer Improvement Plans made part of these Specifications. The work shall include protecting all existing utilities unless otherwise noted, removing sewer pipe of all sizes and materials, removing pipe bedding, and capping existing connections.

Prior to removal of the existing sewer mainline, the Contractor shall be responsible for jetting and cleaning the existing sewer main to facilitate a complete and unobstructed closed-circuit television (CCTV) inspection. The Contractor shall identify and record the location, size, and condition of all existing sewer laterals connected to the existing mainline. CCTV logs and video shall be submitted to the Engineer for review 10 working days prior to commencing sewer construction. The Contractor shall notify the Engineer of any defects, blockages, or unusual conditions discovered during cleaning or inspection.

The Contractor shall ensure that there is no stoppage of sewer service at the end of each working day. If an existing sewer main is removed or abandoned, the Contractor shall be fully responsible for maintaining uninterrupted flow and service to all upstream users. Temporary bypass pumping or diversion systems shall be implemented as necessary to ensure continuous operation. No shutdown of sewer service will be permitted without prior written authorization from the Engineer.

Payment for **Remove Existing Sewer Main** construction shall be made at the unit price bid per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in trench excavation and shoring as needed, backfill and compaction, trench safety, removal of existing fittings or appurtenances, and CCTV inspection, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

No additional payment will be made for excavation, disposal, and/or restoration beyond what is specified for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

Payment for Remove Existing Sewer Main shall be included in this bid item of work and no additional compensation will be allowed. This bid item shall be separate from **Bid Item No. 26 & 27 Construct Polyvinyl Chloride (PVC) Sewer Pipe.**

Bid Item No. 7 – Remove Existing Sewer Manhole

This Bid Item shall also include all labor, material and equipment required to remove existing sewer manhole for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

Removal work shall conform to the provisions of Sections 300-2, 306-4, 401, and 402 of the Standard Specifications for Public Works Construction, the Standard Plans for Public Works Construction, and the Sewer Improvement Plans made part of these Specifications. The work shall include protecting all existing utilities unless otherwise noted, removal and disposal of sewer manholes of all materials including components such as base slabs, grade rings, cones, frame and cover, and steps, temporary flow control or bypass pumping where required to maintain sanitary sewer service during construction, backfilling, compaction, and restoration of the manhole area to match the existing or proposed grade.

Payment for **Remove Existing Sewer Manhole** construction shall be made at the unit price bid per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in trench excavation and shoring as needed, backfill and compaction, trench safety, removal and disposal of existing fittings or appurtenances, and CCTV inspection, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

No additional payment will be made for excavation, disposal, and/or surface restoration beyond what is specified for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions. Asphalt pavement or concrete pavement restoration shall be paid under separate bid items, refer to Bid Item No. 14 & 16 **Construct Asphalt Concrete (AC) Base Course** and **Construct Concrete Pavement** respectively.

Bid Item No. 8 – Abandon Existing Sewer Main

This Bid Item shall also include all labor, material and equipment required to abandon in place existing sewer main for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

Abandonment work shall conform to the provisions of Section 306-3.3, 401 and 402 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Sewer Improvement Plans made part of these Specifications. The abandon pipes shall be filled with sand cement slurry 1-sack (941 lbs) of concrete. In lieu of slurry, the contractor may use low density cellular concrete, Elastizell (EF) or approved equal.

Prior to abandonment of the existing sewer mainline, the Contractor shall be responsible for jetting and cleaning the existing sewer main to facilitate a complete and unobstructed closed-circuit television (CCTV) inspection. The Contractor shall identify and record the location, size, and condition of all existing sewer laterals connected to the existing mainline. CCTV logs and video shall be submitted to the Engineer for review 10 working days prior to commencing sewer construction. The Contractor shall notify the Engineer of any defects, blockages, or unusual conditions discovered during cleaning or inspection.

The Contractor shall ensure that there is no stoppage of sewer service at the end of each working day. If an existing sewer main is abandoned, the Contractor shall be fully responsible for maintaining uninterrupted flow and service to all upstream users. Temporary bypass pumping or diversion systems shall be implemented as necessary to ensure continuous operation. No shutdown of sewer service will be permitted without prior written authorization from the Engineer.

The Contractor shall demonstrate that the pipe to be abandoned has been completely filled, without voids, by providing volume calculations for each placement of grout and materials strength tests as required by the City. The Contractor is responsible for the selection methods and material to be used. Pipe abandonment shall be coordinated with the construction sequence. Appropriate plugs shall be installed by the Contractor, and grout shall be injected in an upslope manner to remove trapped air. Samples of the outgoing water (at the exit end) shall be made until

the existing grout mix is observed to be similar to the grout being injected at the inlet end. The grouting plan, and grout mix design shall be submitted to the Engineer for review and approval prior to commencement of work

Payment for **Abandon Existing Sewer Main** construction shall be made at the unit price bid per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in excavating, installing and backfilling, complete in place, including pipe, fittings, wye and band coupling, trench excavation and backfill, trench safety, and CCTV inspection, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

No additional payment will be made for surface restoration under this bid item. Pavement or concrete restoration shall be paid under separate bid items, refer to Bid Item No. 14 & 16 **Construct Asphalt Concrete (AC) Base Course and Construct Concrete Pavement** respectively.

Bid Item No. 9 –Remove Existing Longitudinal Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete longitudinal gutter and related adjacent areas needed to construct an alley gutter. Removal of concrete longitudinal gutter as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete longitudinal gutter is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete longitudinal gutter shall be to the lines as shown on plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Payment for **Remove Existing Longitudinal Gutter** shall be paid for at the contract unit price per **Linear Foot (LF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of a 2-foot-wide, full-depth strip of AC pavement along edge of gutter for forming in alleys with full AC removal or cold mill and overlay shall be included in Bid Item No. 14 **Construct Asphalt Concrete (AC) Base Course** and no additional compensation will be allowed.

Bid Item No. 10 –Remove Existing Driveway Approach

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of: existing concrete driveway, curb and/or gutter, existing concrete curb ramp, ramping transition with concrete curb, and adjacent sidewalk and subgrade compaction as shown on the plans and as required for forming, paving, planting area base, sub base, native and all existing improvements to provide clear area for construction of new driveway, curb ramp, adjacent sidewalk, and curb and/or gutter; also shall include transitions to comply with ADA requirements. Removal of concrete driveway and adjacent improvements as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 300-1.3.2 (b and c), 300-2, and 401 of the Standard Specifications for Public Works Construction. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete driveway, sidewalk, curb and gutter, and curb ramp is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete driveway or any adjacent existing improvements shall be to the lines as shown on plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

This item shall include root clearing and/or tree root removal of the sections immediately adjacent and underneath driveway, sidewalk, and curb and gutter in order to bring to final finish grade. Full compensation for root clearing and tree root removal shall be included in the unit price of Remove Exist Driveway Approach and no further compensation shall be made.

Payment to **Remove Existing Driveway** shall be paid for at the contract unit price per **Square Foot (SF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, backfilling, grading, compacting, forming, pouring, finishing, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of a 2-foot-wide, full-depth strip of AC pavement along edge of gutter for forming shall be included in Bid Item No. 14 **Construct Asphalt Concrete (AC) Base Course** and no additional compensation will be allowed.

Bid Item No. 11 –Remove Existing Cross Gutter

This Bid Item shall include all labor, material and equipment required to sawcut, remove, haul away and properly dispose of existing concrete cross gutter and/or spandrel and related adjacent areas needed to construct a cross gutter and/or spandrel. Removal of concrete cross gutter as shown on the Contract Drawings and as directed in the field by the Engineer shall conform to Subsection 401 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete Cross Gutter and/or Spandrel is constructed. Generally sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete Cross Gutter and/or Spandrel shall be to the lines as shown on plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Payment for Remove Existing Cross Gutter shall be paid for at the contract unit price per **Square Foot (SF)** and shall be considered full compensation for complying with the above requirements and shall include furnishing of labor, materials, equipment, sawcutting, removal, excavation, hauling, properly disposing, protection of facilities, grading, sub-grade compaction, restoration and incidentals for doing all the work involved complete in place and no additional compensation will be allowed.

Removal of a 2-foot-wide, full-depth strip of AC pavement along edge of gutter for forming shall be included in Bid Item No. 14 **Construct Asphalt Concrete (AC) Base Course** and no additional compensation will be allowed.

Bid Item No. 12 – Cold Mill Exist Asphalt Concrete (AC) Pavement (2")

Cold milling shall conform to the provisions of Section 302-1 and 404 of the Standard Specifications for Public Works Construction. The Contractor shall cold mill existing asphalt concrete (AC) pavement to the depth required for the placement of new pavement as shown on the plans and as directed in the field by the Engineer. All work shall be completed in accordance with lines and grades, and typical cross-sections shown on the drawings. Any extra cold milling beyond the shown limits shall be at the Contractor's expense.

All existing asphalt concrete (AC) pavement to join new construction shall be sawcut in a straight line. Contractor shall exercise due caution to avoid any damage to existing improvements, protecting in-place of existing water mains, sewers, storm drains, meters, valve covers, wall, fences, curbs, fire hydrants, telephone and power poles, and other existing structures.

It is the Contractor's responsibility to perform whatever additional exploration is necessary to avoid causing any damage to the existing utilities under the work area. Any damage done by the Contractor shall be repaired or replace as called out in Section 7-9 of the Standard Specifications for Public Works Construction at the Contractor's expense.

This work shall consist of cutting existing asphalt concrete (AC) pavement to facilitate its removal. Any sawcutting shall be accomplished by the use of a power-driven saw to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until surface course AC is constructed. Under this item, the use of a grinder will not be allowed in lieu of power-driven saw.

During the cold milling operation, the Contractor shall remove all loosened materials from milled areas, haul away and dispose of them at a legal site as specified in Sub-section 300-1.3 of Standard Specifications for Public Works Construction and submit evidence of the proper disposal to the City of Montebello. The Contractor shall abate dust nuisance by cleaning, sweeping, and sprinkling with recycled water (if available) or other means as necessary.

Any petromat found during grinding shall be removed by scraping and by burning it with a torch.

The Contractor shall be responsible for assuming the cost of removing, hauling, recycling and any other incidental of any petromat found during grinding operation and no adjustment on the Bid price shall be made.

Also, The Contractor shall remove all asphalt residuals along existing gutter.

Crack Sealing (Not a Bid item)

After the completion of the cold milling operation, ¼" wide cracks and larger shall be cleaned by hot air blowing to provide intact bonding surfaces which are free of moisture and debris. After the cracks have been properly cleaned, they shall be sprayed with an approved soil sterilant, and then filled with SS-1H asphaltic emulsion and sanded. Cracks and pop-outs larger than 1" wide shall be sealed with a D2-SC-800 stockpile mix.

Payment for **Cold Mill of Exist AC Pavement (2")** shall be paid for at the price bid per **Square Foot (SF)** and shall be considered full compensation for furnishing labor, materials, equipment, sawcutting, removals, hauling and disposal of asphalt concrete materials excavated or grinded, grade for the base, crack sealing, compaction and no additional compensation will be allowed therefore.

Bid Item No. 13 – Construct 2" Conventional AC Surface Course (Type C2-PG 64-10)

This Bid Item shall include all labor, material and equipment required to furnish and construct a 2-inch thick Conventional Asphalt Concrete (AC) Overlay using Type C2-PG 64-10 asphalt and binder, as shown on the plans, specified herein, and in accordance with the Standard Specifications for Public Works Construction and these Special Provisions.

All work shall conform to Sections 302 and 400-4 of the Standard Specifications for Public Works Construction, the Improvement Plans that are part of these Specifications, and these Special Provisions. The work shall include but is not limited to: cleaning and preparing the pavement surface, applying tack coat, furnishing, placing, and compacting asphalt.

Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC overlay locations and cold milling locations. (All tack coat overspray on gutter lip shall be removed.)

Payment for **Construct 2" Conventional AC Surface Course (Type C2-PG 64-10)** shall be paid for at the price bid per **Ton (TN)** and shall be considered full compensation for furnishing labor,

materials, equipment, cleaning and preparing the pavement surface, tack coat, protection of existing facilities, conform grinding as required, furnishing, placing, and compacting asphalt.

No additional compensation shall be made for work necessary to complete the overlay construction as shown on the plans, as specified herein, or as directed by the Engineer.

The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders or variation of oil pipes.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No. 14 – Construct Asphalt Concrete (AC) Base Course

All work shall conform to Sections 203 & 302 of the “Standard Specifications for Public Works Construction” and these Special Provisions.

Asphalt concrete shall be Type B-PG 64-10 for 3” and 5” base course. Tack coat shall be Grade SS-1H, per Section 302-5.4 and shall be applied to the perimeter of all AC removal and replacement locations and cold milling locations. (All tack coat overspray on gutter lip shall be removed.)

The Contractor shall use a PG Asphalt Binder.

PG Asphalt binder shall conform to the following requirements:

1. Description

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- A. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
- B. Free from water.
- C. Homogeneous.

2. Materials

A.General

The Contractor shall furnish asphalt in conformance with the State of California Department of Transportation (Caltrans) “Certification Program for Suppliers of Asphalt.” Caltrans maintains the program requirements, procedures, and a list of approved suppliers can be obtained from (Caltrans).

The Contractor shall ensure the safe transportation, storage, use, and disposal of asphalt. The Contractor shall prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

B. Grades

Performance graded (PG) asphalt binder shall be PG 64-10 and conform to the following:

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification Grade				
		PG 58-22 ^a	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T48	230	230	230	230	230
Solubility, Minimum % ^b	T44	99	99	99	99	99
Viscosity at 135°C, ^c Maximum, Pa's	T316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test ^e , Mass Loss, Maximum, %	T240	1.00	1.00	1.00	1.00	1.00

RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T51	75	75	75	75	75
PAV ^f Aging, Temperature, °C	R28	100	100	100	100	100

RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T315	22 ^d 5000	31 ^d 5000	28 ^d 5000	22 ^d 5000	34 ^d 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

- Recommended as asphalt rubber base stock for high mountain and high desert area.

- b. The Engineer may waive this specification if the supplier is a Quality Supplier as defined by the Caltrans' "Certification Program for Suppliers of Asphalt."
- c. The Engineer may waive this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. The sample will be tested at 3°C higher if it fails at the specified test temperature. $G^*\sin(\delta)$ shall remain 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T240 or ASTM Designation: D 2827.
- f. "PAV" means Pressurized Aging Vessel.

C. Sampling

The Contractor's asphalt supplier shall provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. The sampling device shall be accessible between 600 and 750 mm (30 inches) above the platform. The supplier shall provide a receptacle for flushing the sampling device.

The sampling device shall include a valve:

- 1) With a diameter between 10 and 20 mm.
- 2) Manufactured in a manner that a one-liter sample may be taken slowly at any time during plant operations.
- 3) Maintained in good condition.
The Contractor's supplier shall replace failed valves.
In the presence of the City Engineer, the Contractor's supplier shall take 2 one-liter samples per operating day. Round friction top containers with one-liter capacity for storing samples shall be provided.

D. Applying Asphalt

Unless otherwise specified, the Contractor shall heat and apply asphalt in conformance with the provisions in Caltrans Standard Specifications Section 93, "Liquid Asphalts."

The Contractor shall apply paving asphalt at a temperature between 120°C and 190°C. The City Engineer will determine the exact temperature of paving asphalt.

Subgrade preparation shall conform to Section 301-1 of the Standard Specifications for sections containing no aggregate base. After removal of the existing pavement section to the depths required to place the new AC section, re-compaction of the existing subgrade, if non-AC or non-PC, will be required to 95 percent in conformance with the requirements set forth in Section 301-1.3 of the Standard Specifications for Public Works Construction.

At all locations where new asphalt concrete pavement is joining existing asphalt pavement, the Contractor shall sawcut or cold mill/grind existing pavement to provide straight neat lines and

place the new asphalt concrete to form a smooth transition. Payment for saw-cutting/grinding and removing the existing pavement shall be included in a separate Bid Item.

The Contractor shall be responsible for maintaining location of, and access to, all water line gate valves during construction operations.

Initial or breakdown compaction shall consist of a minimum of three roller passes coverage of a layer of asphalt mixture. A pass shall be a movement of a roller in both directions over the same path. Coverage shall be as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage made to insure compaction without displacement of material in accordance with good rolling practice shall be considered a part of the coverage being made and not a part of a subsequent coverage. Each coverage shall be completed before subsequent coverage is started. Pneumatic rollers shall not be used without prior approval of the City Engineer. The top AC layer of each lane, once commenced, shall be placed without interruption.

Measurement

The quantities of the asphalt concrete to be paid for will be measured by the actual tonnage (ton) of material and no additional compensation will be allowed therefor. The Contractor shall furnish to the Engineer at the time of delivery of the material on the job site a legible copy of a Licensed Weighmaster's Certificate showing gross, tare, and net weights of each truckload of asphalt concrete mixture.

Payment for **Construct Asphalt Concrete (AC) Base Course** shall be per the unit price bid per **Ton (TN)**, and shall include full compensation for furnishing all labor, materials, tools, equipment, all surface preparation, including crack cleaning and sealing, soil sterilant, tack coating, spreading, grading, compacting, hauling, proper disposing, and incidentals for doing all the work involved complete in place.

The City will not compensate the Contractor for any additional costs incurred by change or lack of availability of asphalt binders or variation of oil pipes.

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be considered included in the price bid for Traffic Control and no additional compensation will be allowed.

Bid Item No. 15 – Crushed Aggregate Base (CAB)

Crushed Aggregate Base shall conform to the requirements of the STANDARD SPECIFICATIONS Section 200-2.

The finished surface of the aggregate base shall be smooth and level and allow for a uniform depth of asphalt concrete or concrete pavement.

Payment for **Crushed Aggregate Base (CAB)** shall be made at the contract unit price paid per **Cubic Yard (CY)**, as shown on the Bid Schedule, and shall include full compensation for furnishing all labor, materials, tack coat where required, tools, equipment, and incidentals to

accomplish the work as specified herein, including but not limited to subgrade preparation, and no additional compensation will be allowed therefore.

Bid Item No. 16 – Construct Concrete Pavement

This Bid Item shall include all labor, equipment, and materials required to **Construct Concrete Pavement** at the locations and to the dimensions shown on the Plans or as directed by the Engineer. All work shall conform to the applicable provisions of Sections 302-6 and 306 of the Standard Specifications.

Concrete Pavement shall be Class 520-A-2500 conforming to the requirements of the Standard Specifications Section 201-1. The finished surface of concrete pavement shall be smooth and level.

Payment for **Construct Concrete Pavement** shall be made at the contract unit price paid per **Cubic Yard (CY)**, as shown on the Bid Schedule, and shall include full compensation for furnishing all labor, materials, tack coat where required, tools, equipment, forming, curing, finishing, dowels (if any), and incidentals to accomplish the work as specified herein, including but not limited to subgrade preparation, and no additional compensation will be allowed therefore.

Bid Item No. 17 – Construct Concrete Cross Gutter and Spandrel

This Bid Item shall also include all labor, material and equipment required to construct new concrete cross gutter and/or spandrel for the project. Concrete cross gutter and/or spandrel shall conform to the provisions of Section 201-1 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction. Concrete cross gutter and/or spandrel shall be per Standard Plans for Public Works Construction 122-2.

Concrete cross gutter and/or spandrel shall be constructed to the line, grades and design shown in plans to match existing or as directed in the field by the Engineer. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for **Construct Concrete Cross Gutter and Spandrel** shall be made at the unit price bid per **Square Foot (SF)** and shall include full compensation for furnishing all materials, tools, labor and equipment for the completion of the work in place as specified in this contract document and shall include final subgrade preparation, dowel reinforcement, rebars, and no additional compensation shall be allowed therefore.

Payment for 2-foot-wide AC pavement along edge of gutter and spandrel for forming shall be included in **Bid Item No. 14 Construct Asphalt Concrete (AC) Base Course** and no additional compensation will be allowed.

Bid Item No. 18 – Construct Concrete Longitudinal Gutter

This Bid Item shall also include all labor, material and equipment required to construct new concrete longitudinal gutter for the project. Concrete longitudinal gutter shall conform to the provisions of Section 201 and 301 of the Standard Specifications for Public Works Construction and shall be placed in accordance with Section 303-5 of the Standard Specifications for Public Works Construction. Concrete longitudinal gutter shall be per Standard Plans for Public Works Construction 122-3.

Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction.

Concrete longitudinal gutter shall be constructed to the line, grades and design shown in plans to match existing or as directed in the field by the Engineer. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Payment for **Construct Concrete Longitudinal Gutter** shall be made at the unit price bid per **Linear Foot (LF)** and shall include full compensation for furnishing all materials, tools, labor and equipment for the completion of the work in place as specified in this contract document and shall include final subgrade preparation, concrete placement and finishing, curing and protection, disposal of waste material and no additional compensation shall be allowed therefore.

No additional compensation will be made for any work necessary to complete the installation of the concrete longitudinal gutter as shown on the plans, as specified herein, or as directed by the Engineer. Payment for 2-foot-wide AC pavement along edge of gutter for forming shall be included in **Bid Item No. 14 Construct Asphalt Concrete (AC) Base Course** and no additional compensation will be allowed.

Bid Item No. 19 – Construct Concrete Driveway Approach

This Bid Item shall also include all labor, material and equipment required to construct concrete driveway approach Type “A” for the project as shown on the plans, as directed by the Engineer, and per these special provisions and technical specifications. All concrete work shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete driveway approach shall be per Standard Plans for Public Works Construction (SPPWC) 110-2. Construct Driveway Approach shall include: Saw cut pavement 12” from lip of gutter; remove curb and gutter, curb ramp, and sidewalk; dowel into existing curb and gutter and construct curb and gutter per SPPWC Standard 120-3, access ramp and install cast in place federal yellow detectable warning surface per SPPWC Standard 111-5 and the Street Improvement Plans made part of these Specifications, and sidewalk per SPPWC 113-2.

Concrete Driveway Approach and adjacent curb ramp and sidewalk shall be constructed to the line, grades and design as directed in the field by the Engineer. Existing surfaces to be joined

shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Detectable warning surface shall be YELLOW and 4' wide and 3' long minimum. A sample of material shall be approved by the City of Montebello prior to installation.

The orientation of the dome pattern for all panels shall be parallel with the panel edges. At a minimum the Contractor shall adhere to the truncated dome tile manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area. The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound on cane acoustic quality, or deterioration of the detectable warning surface. The warranty period shall commence on the date of acceptance.

NOTE: Detectable Warning Surface Materials shall be installed across the full width and full depth of the ramp, in conformance with SPPWC Standard Plan 111-5 and latest ADA requirements.

Where applicable, the Contractor shall be responsible for matching existing architectural treatment including, but not limited to stamped and/or colored concrete and replacing in kind, including pattern, color, finish, scoring, and jointing. Transitions to adjacent decorative concrete shall be uniform and seamless in appearance.

Payment for **Construct Concrete Driveway Approach** construction shall be made at the unit price bid per **Square Foot (SF)** and shall include full compensation for furnishing all materials, tools, labor and equipment, including but not limited to detectable warning surface, sand and dowel bars, backfilling, grading, compacting, forming, pouring, finishing, hauling, proper disposing, and incidentals for the completion of the work in place as specified in this contract document and shall include final subgrade preparation, and no additional compensation shall be allowed therefore.

Payment for 2-foot-wide AC pavement along the curb and gutter for forming shall be included in **Bid Item No. 14 Construct Asphalt Concrete (AC) Base Course** and no additional compensation will be allowed.

Bid Item No. 20 – Construct Concrete Alley Intersection Approach

This Bid Item shall also include all labor, material and equipment required to construct concrete alley intersection approach for the project as shown on the plans, as directed by the Engineer, and per these special provisions and technical specifications. All concrete work shall conform to the provisions of Section 303-5 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Street Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Concrete alley intersection approach shall be per Standard Plans for Public Works Construction 130-3. Construct Alley Intersection

Approach shall include: Remove curb and gutter, curb ramp, and sidewalk; Dowel into existing curb and gutter and construct curb and gutter, access ramp, and sidewalk per Standard Plans for Public Works Construction 111-5; Install cast in place federal yellow detectable warning surface.

Concrete Alley Intersection Approach and adjacent curb ramp and sidewalk shall be constructed to the line, grades and design as directed in the field by the Engineer. Existing surfaces to be joined shall be sawcut on a neat, straight line at the join location. The Contractor shall remove and replace any new concrete work with graffiti markings and blemishes at no additional cost to the City.

Detectable warning surface shall be YELLOW and 4' wide and 3' long minimum. A sample of material shall be approved by the City of Montebello prior to installation.

The orientation of the dome pattern for all panels shall be parallel with the panel edges. At a minimum the Contractor shall adhere to the truncated dome tile manufacturer's installation requirements including proper surface preparation and protection of the work and surrounding area. The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound on cane acoustic quality, or deterioration of the detectable warning surface. The warranty period shall commence on the date of acceptance.

NOTE: Detectable Warning Surface Materials shall be installed across the full width and full depth of the ramp, in conformance with SPPWC Standard Plan 111-5 and latest ADA requirements.

Payment for **Construct Concrete Alley Intersection Approach** construction shall be made at the unit price bid per **Square Foot (SF)** and shall include full compensation for furnishing all materials, tools, labor and equipment, including but not limited to detectable warning surface, sand and dowel bars, backfilling, grading, compacting, forming, pouring, finishing, hauling, proper disposing, and incidentals for the completion of the work in place as specified in this contract document and shall include final subgrade preparation, and no additional compensation shall be allowed therefore.

Payment for 2-foot-wide AC pavement removal and replacement along curb and gutter for forming shall be included in **Bid Item No. 4 Remove Existing Asphalt Concrete (AC) Pavement** and **14 Construct Asphalt Concrete (AC) Base Course** respectively and no additional compensation will be allowed.

Bid Item No. 21 – Adjust to Grade, Utility Per Plan

This Bid Item shall also include all labor, material and equipment required to construct concrete alley intersection approach for the project as shown on the plans, as directed by the Engineer, and per these special provisions and technical specifications. Adjustment work shall conform to Section 402 of the Standard Specifications. The Contractor is to contact the utility owner and determine if the utility owner wants the Contractor to lower and raise the utility per plan or the

utility owner will do so on their own. In the latter case the Contractor will not be paid for this work.

All existing utility covers that can be lowered and raised shall be lowered **prior** to cold milling/removal and adjusted to finished grade by the Contractor or the Utility Owner. The Contractor shall contact the utility or substructure owner organizations to arrange for adjustment of their respective facilities a **minimum of two (2) working days prior** to paving operations in accordance with Section 402 of the Standard Specifications.

Adjustment of existing water valve sleeves shall also be performed after finish paving and covers are to be painted should the Utility Owner want the cover to be painted. The Utility Owner will let the City know what color is to be used.

Payment for Adjust to Grade, Utility Per Plan shall be based on **Each (EA)** Unit Price basis and shall be considered full compensation of all costs associated with their adjustment including labor, materials, equipment, coordination, incidentals for the completion of the work in place as specified in this contract document, and no additional compensation shall be allowed therefore.

Bid Item No. 22 – Adjust to Grade, Manhole Rim and Cover

This Bid Item shall include all labor, equipment and materials to adjust existing utility manholes frames and covers within the project limits to match finished grade if required. The work shall be performed in accordance with the provisions of Subsection 301-1.6 and Subsection 302-5.8 of the Standard Specifications for Public Works Construction and per Standard Plans for Public Works Construction.

All existing covers that can be lowered and raised shall be lowered **prior** to cold milling/removal and adjusted to finished grade by the Contractor or by the Utility Owner for the Contractor. For utility frames and covers under the jurisdiction of Verizon, AT&T, Edison, Los Angeles County Flood Control District, Los Angeles County Sanitation Districts, and County Sewer Maintenance Districts, the Contractor shall contact these organizations to arrange for adjustment of their respective facilities a **minimum of four (4) working days prior** to cold milling/paving operations in accordance with **Section 301-1.6** of the Standard Specifications.

The adjustment of existing manholes/vaults to finished grade shall be performed after finish paving. The removal or addition of grade rings shall be required to facilitate adjustment. Frame and covers shall be thoroughly cleaned and reset to finished grade by cutting pavement one foot outside the limits of the frame and cover. Said cut shall be neat and uniform.

This Bid Item applies only to existing manholes requiring adjustment to finished grade. Proposed manholes constructed as part of **Bid Item No. 25 Construct Concrete Sewer Manhole Per SPPWC STD. 200-4** and **Bid Item No. 29 Construct Concrete Sewer Manhole Per LACSD STD S-A-204** shall be adjusted to finished grade at the time of installation. No separate payment will be made for grade adjustment of proposed manholes.

Payment for Adjust to Grade, Manhole Rim and Cover shall be paid for at the contract unit price per **Each (EA)** and shall be considered full compensation for labor and furnishing and placing all forms, materials, construction and expansion joints, curing compounds and equipment to complete the construction is considered as included in the price paid, and no additional compensation will be allowed therefor. Where the manhole frame and cover is performed by the utility owner, no compensation will be made to Contractor.

Bid Item No. 23—Install Traffic Signal Loop Detectors and Connect to DLC

All equipment, materials, and components for traffic detector loops and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans and Standard Specifications, Section 86, ‘Signals and Lighting’, latest edition, except as noted in the Special Provisions and on the plans. These plans and specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 S. Main Street, Los Angeles, CA 90012 or the State Offices of Caltrans at 1900 Royal Oaks Drive, Sacramento, CA 95815 (916) 455-3520.

Traffic Signal Loop Detectors shall be Type E (6’ diameter) per Caltrans Standard Plans ES-5A and ES-5B.

Contractor, as directed by City Engineer, shall remove existing loops and cut in new loops in AC areas.

Residue resulting from slot cutting/cleaning operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface.

Contractor shall obtain approval from the City Engineer for exact location of new loop detector prior to final placement. Perform preliminary striping layout prior to loop detector layout.

The Contractor shall test the new detectors with a motor driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles. The unladed weight of the vehicle shall not exceed 220 pounds, and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor driven cycle through the response or detection area of the detector at not less than three (3) miles per hour or more than seven (7) miles per hour. The detector sensor unit shall provide the required output in response to this test.

Payment for **Install Traffic Signal Loop Detectors and Connect to DLC** shall be at the contract unit price per **Each (EA)**. Unit Price basis installed complete and operational and shall be considered full compensation for furnishing all labor, tools, equipment, materials, coordination and incidentals, and for doing all the work involved in furnishing, installing, removals, salvaging, filling, traffic detector loops and appurtenances, providing temporary modifications to traffic signal system during construction as required, restoration work, operationally complete in place, as shown on plans, and as specified in the special provisions, and as directed by the City Engineer.

Bid Item No. 24 – Traffic Striping, Markings, Signing, and Curb Painting

Traffic Signing, Striping, Markings, and curb painting as shown on Contract Drawings shall conform to the Standard Specifications of the State of California (latest edition), Department of Transportation, Sections No. 82, 84 and 85 (CALTRANS) and also as modified below.

Traffic stripes, pavement markings of arrows, symbols, numbers and words, shall conform to the California Department of Transportation Standard Specifications; **Section 84-2 Thermoplastic Traffic Stripes and Pavement Markings, latest edition.**

For existing striping or markings shown to be replaced outside of new pavement area and on existing concrete surface, Contractor shall remove by wet sandblasting only all existing striping/legends/markings. Raised dots and markings shall be removed by grinding.

Prior to project grinding and removal work, Contractor shall video all existing markings, painting and pavement devices for use in carrying out this Bid Item.

Raised pavement markers other than blue hydrant markers shall conform to the California Department of Transportation Standard Specifications Section 85, current edition, and shall be of type as matching the Standard Specifications.

For all striping and street painted legend, contractor is to use City furnished stencils available at the Public Works Yard.

The Contractor shall furnish the necessary control points for all striping and markings, and shall be responsible for the completeness and accuracy thereof to the satisfaction of the City of Montebello.

Painted and raised pavement marker removal shall conform to Section 85 of the Caltrans Standard Specifications, current edition. All residue remaining as a part of the removal operations shall be removed from the site.

Layout shall be approved, in writing, by the Engineer prior to placing Thermoplastic, curb painting and markings.

Thermoplastic Pavement striping and markings are per Caltrans Standard Plans.

Markings, as used in these Specifications, include both lines and miscellaneous markings applied to the pavement surface, painting of red curb and the installation of raised pavement markers. Materials and installation for painted and raised pavement markers shall conform to Section 84 and 85 of Caltrans Standard Specifications, current edition.

The Contractor shall provide cat tracking for the centerline and lane lines the same day, following paving operations. Reflectorized “slurry tabs” may be used in lieu of painted cat tracking.

The Contractor shall refresh paint on red, yellow and blue curbs within the limit of the project and also to include all existing striping 100' in each direction on all intersections adjacent to the proposed improvements.

Place Raised Blue Reflective for Fire Hydrant

Two-Way Blue Reflective Fire Hydrant Raised Pavement Markers installation are a part of this item and shall conform to the Standard Specification Section 312 Pavement Marker Placement and Removal and shall be in accordance with the Caltrans Traffic Manual Section 6 "Markings" for each fire hydrant. These are not shown on the Contract Drawings, upon placement of final striping, the contractor shall locate all fire hydrants and place the two-way blue reflective markers.

Payment for Traffic Striping/Signing/Markings shall be paid for at the contract unit price per **Lump Sum (LS)** and shall be considered full compensation for furnishing all labor, materials (including adhesives, glass beads, and paint), tools, equipment and incidentals necessary to perform all work, involved in, or appurtenant to the installation of pavement striping, parking stall lines, raised reflective pavement markers, painting curbs, blue markers, including removal and installation of traffic signs and posts as indicated, removal of existing delineators, complete in place for the width specified, and pavement markings of arrows, symbols, numbers and words, as required by the Project Specifications and no additional compensation will be allowed. All existing striping 100 feet in each direction on all intersections adjacent to the proposed improvements shall be restriped, remarked and repainted.

Bid Item No. 25 – Construct Concrete Sewer Manhole Per SPPWC STD. 200-4

This Bid Item shall also include all labor, material and equipment required to install and construct Concrete Sewer Manhole for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

All concrete work shall conform to the provisions of Section 201 and 215 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Sewer Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Construct Concrete Sewer Manhole shall be per Standard Plans for Public Works Construction 200-4.

The Contractor shall ensure that there is no stoppage of sewer service at the end of each working day. For existing sewer manholes that are removed, the Contractor shall be fully responsible for maintaining uninterrupted flow and service to all upstream users. Temporary bypass pumping or diversion systems shall be implemented as necessary to ensure continuous operation. No shutdown of sewer service will be permitted without prior written authorization from the Engineer.

Rim elevations for proposed sewer manholes shall be set to match the finished surface course at the time of installation. No additional adjustment of the rim and cover will be performed or compensated. Final grade rim elevations shall match the approved plans.

Measurement and Payment for **Construct Concrete Sewer Manhole Per SPPWC STD. 200-4** will be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing labor, materials, equipment, excavation, installation, backfill, compaction, shoring, connection to new and/or existing sewer main, fittings, flexible joints, joint sealants, wyes, and CCTV inspection to complete the construction of each item as shown on plans and no additional compensation will be allowed therefor.

Bid Item No. 26 – Install 10” PVC SDR-35 Sewer Pipe

This Bid Item shall also include all labor, material and equipment required to install and construct 10-inch PVC sewer main for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

All work shall conform to the provisions of Section 207 and 306 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Sewer Improvement Plans made part of these Specifications. Polyvinyl Chloride (PVC) Sewer pipe shall be SDR-35 and adhere to Standard Specifications for Public Works Construction subsection 207-17. Pipe installation shall be per City of Montebello Standard Plan 160A and the Sewer Improvement Plans made part of these Specifications. All pipe shall be tested per Standard Specifications for Public Works Construction subsection 207-17.4.

Prior to removal or abandonment of the existing sewer mainline, the Contractor shall be responsible for jetting and cleaning the existing sewer main to facilitate a complete and unobstructed closed-circuit television (CCTV) inspection. The Contractor shall identify and record the location, size, and condition of all existing sewer laterals connected to the existing mainline. CCTV logs and video shall be submitted to the Engineer for review 10 working days prior to commencing sewer construction. The Contractor shall notify the Engineer of any defects, blockages, or unusual conditions discovered during cleaning or inspection.

The Contractor shall ensure that there is no stoppage of sewer service at the end of each working day. For reaches of existing sewer main that are removed or abandoned, the Contractor shall be fully responsible for maintaining uninterrupted flow and service to all upstream users. Temporary bypass pumping or diversion systems shall be implemented as necessary to ensure continuous operation. No shutdown of sewer service will be permitted without prior written authorization from the Engineer.

Payment for **Install 10” PVC SDR-35 Sewer Pipe** construction shall be made at the unit price bid per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing and backfilling, preparation and placement of bedding, complete in place, including pipe, fittings, wye and band coupling, trench excavation and backfill, trench safety, and CCTV inspection of newly installed pipeline, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

Removal and restoration of AC pavement work is not a part of this bid item. The work shall be included in **Bid Item No. 4 Remove Existing Asphalt Concrete (AC) Pavement** and **Bid Item**

No. 14 Asphalt Concrete Pavement respectively and will be paid for under the respective bid items.

Removal and restoration of concrete pavement work is not a part of this bid item. The work shall be included in **Bid Item No. 5 Remove Concrete Pavement** and **Bid Item No. 16 Construct Concrete Pavement** respectively and will be paid for under the respective bid items.

Payment for 1-foot-wide Cold Mill AC pavement removal and 2-inch AC Surface Course replacement along trench limits shall be included in **Bid Item No. 12 Cold Mill Exist Asphalt Concrete (AC) Pavement (2")** And **Bid Item No. 13 Construct 2" Conventional AC Surface Course (Type C2-PG 64-10)** respectively and no additional compensation will be allowed.

Bid Item No. 27 – Install 12” PVC SDR-35 Sewer Pipe

This Bid Item shall also include all labor, material and equipment required to install and construct 12-inch PVC sewer main for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

Prior to installation of new sewer main, the Contractor shall be responsible for jetting and cleaning the existing sewer main to facilitate a complete and unobstructed closed-circuit television (CCTV) inspection. The Contractor shall identify and record the location, size, and condition of all existing sewer laterals connected to the existing mainline. CCTV logs and video shall be submitted to the Engineer for review 10 working days prior to commencing sewer construction. The Contractor shall notify the Engineer of any defects, blockages, or unusual conditions discovered during cleaning or inspection.

The Contractor shall ensure that there is no stoppage of sewer service at the end of each working day. For reaches of existing sewer main that are removed or abandoned, the Contractor shall be fully responsible for maintaining uninterrupted flow and service to all upstream users. Temporary bypass pumping or diversion systems shall be implemented as necessary to ensure continuous operation. No shutdown of sewer service will be permitted without prior written authorization from the Engineer.

All work shall conform to the provisions of Section 207 and 306 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Sewer Improvement Plans made part of these Specifications. Polyvinyl Chloride (PVC) Sewer pipe shall be SDR-35 and adhere to Standard Specifications for Public Works Construction subsection 207-17. Pipe installation shall be per City of Montebello Standard Plan 160A and the Sewer Improvement Plans made part of these Specifications. All pipe shall be tested per Standard Specifications for Public Works Construction subsection 207-17.4.

Payment for **Install 12” PVC SDR-35 Sewer Pipe** construction shall be made at the unit price bid per **Linear Foot (LF)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing and backfilling, preparation and placement of bedding, complete in place, including pipe, fittings, wye and band coupling, trench excavation and backfill, trench safety, and CCTV inspection of

newly installed pipeline, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

Removal and restoration of AC pavement work is not a part of this bid item. The work shall be included in **Bid Item No. 4 Remove Existing Asphalt Concrete (AC) Pavement** and **Bid Item No. 14 Asphalt Concrete Pavement** respectively and will be paid for under the respective bid items.

Removal and restoration of concrete pavement work is not a part of this bid item. The work shall be included in **Bid Item No. 5 Remove Concrete Pavement** and **Bid Item No. 16 Construct Concrete Pavement** respectively and will be paid for under the respective bid items.

Payment for 1-foot-wide Cold Mill AC pavement removal and 2-inch AC Surface Course replacement along trench limits shall be included in **Bid Item No. 12 Cold Mill Exist Asphalt Concrete (AC) Pavement (2")** And **Bid Item No. 13 Construct 2" Conventional AC Surface Course (Type C2-PG 64-10)** respectively and no additional compensation will be allowed.

Bid Item No. 28 – Connect to Existing Sewer Main

This Bid Item shall also include all labor, material and equipment required to install and construct Connect to Existing Sewer Main for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

All work shall conform to the provisions of Section 207 and 306 of the Standard Specifications and the Sewer Improvement Plans made part of these Specifications. Contractor to ensure that a watertight connection is made using a tee or wye fitting, saddled connection with grout, or other method as approved by the Engineer. The Contractor shall provide temporary flow control or bypass pumping where required to maintain sanitary sewer service during construction. No connections shall be made without prior approval from the Engineer and successful inspection of the pipe and materials.

Measurement and Payment for **Connect to Existing Sewer Main** will be at the contract unit price bid per **Each (EA)** and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in connection of proposed pipe to existing main including; pipe (size per plan), concrete encasement (if needed), testing and CCTV inspection, fittings, wye and band coupling, as shown on the plans, as specified in these specifications, and as directed by the Engineer.

Bid Item No. 29 – Construct Concrete Sewer Manhole Per LACSD STD. S-A-204

This Bid Item shall also include all labor, material and equipment required to install and construct Concrete Sewer Manhole for the project as shown on the plans, as directed by the Engineer, and Standard Specifications and these Special Provisions.

All concrete work shall conform to the provisions of Section 201 of the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction and the Sewer

Improvement Plans made part of these Specifications. Concrete shall be Class 520-C-2500 as specified in Section 201-1.1.2 of the Standard Specifications for Public Works Construction. Construct Concrete Manhole shall be per Los Angeles County Sanitation District Standard Plans S-A-204 and LACSD Amendments to the Standard Specifications for Public Works Construction.

The Contractor shall furnish and install a minimum two (2) feet of vitrified clay pipe (VCP) at each manhole connection to Los Angeles County Sanitation District (LACSD) sewer mains. The VCP shall match the size and alignment shown on the approved Sewer Improvement Plans.

Where applicable, new manholes along the LACSD trunk facility will be required cut the CIPP liner edges which must be sealed in accordance with section 500-5.5.9 of the LACSD Amendments to the Standard Specifications. The sealant material shall be submitted to LACSD for review prior to commencing work.

Rim elevations for proposed sewer manholes shall be set to match the finished surface course at the time of installation. No additional adjustment of the rim and cover will be performed or compensated. Final grade rim elevations shall match the approved plans.

Measurement and Payment for **Construct Concrete Sewer Manhole Per LACSD STD. S-A-204** will be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing labor, materials, equipment, excavation, installation, backfill, compaction, shoring, vitrified clay pipe, connection to new and/or existing sewer main, fittings, flexible joints, joint sealants, wyess, and CCTV inspection to complete the construction of each item as shown on plans and no additional compensation will be allowed therefor.

Bid Item No. 30 – Connect Existing Sewer Lateral to Proposed Sewer Main

This Bid Item shall include all labor, equipment, and materials required to locate, expose, and connect existing house sewer laterals to the proposed sewer main as shown on the Plans or as directed by the Engineer. All work shall conform to the applicable provisions of Section 500-1, 500 of the Standard Specifications and per Standard Plans for Public Works Construction 222-2 including trenching, backfill, pipe connections, and surface restoration.

Contractor shall be responsible for locating and verifying the alignment and depth of each existing lateral prior to excavation. All connections shall be made watertight and compatible with materials of the existing lateral and proposed sewer main.

Where required, the Contractor shall extend the existing lateral to the proposed main using new pipe of the same size and material as the existing lateral unless otherwise shown on the Plans. Pipe materials and installation shall conform to Sections 207 of the Standard Specifications. The connection shall maintain proper alignment and slope to ensure uninterrupted gravity flow.

Measurement and Payment for **Connect Existing Sewer Lateral to Proposed Sewer Main** will be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing labor, materials, equipment, locating, trenching, shoring as needed, backfilling,

compaction, coordination with property owners, and disposal to complete the construction of each item as shown on plans and no additional compensation will be allowed therefor.

Bid Item No. 31 – Rechannelize Existing Sewer Manhole Base

This Bid Item shall include all labor, equipment, and materials required to **Rechannelize Existing Sewer Manhole Base**, as necessary to correct invert elevations and accommodate new or revised sewer alignments. The work shall be performed in accordance with the provisions of Section 500 of the Standard Specifications and all applicable manufacturer recommendations for repair materials.

Rechannalization shall be performed using high-strength, non-shrink grout or approved sewer-grade repair mortar in accordance with Section 201-5 of the Standard Specifications. Prior to placement, all surfaces shall be cleaned and properly prepared to ensure bond strength. A bonding agent conforming to Section 201-3 of the Standard Specifications shall be used where recommended by the product manufacturer.

Measurement and Payment for **Rechannelize Existing Sewer Manhole Base** will be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing labor, materials, equipment, bypassing and / or plugging of existing sewer, demolition, forming, placing, and finishing, and disposal to complete the construction of each item as shown on plans and no additional compensation will be allowed therefor.

Bid Item No. 32 – Construct Brick and Mortar Plug

This Bid Item shall include all labor, equipment, and materials required to **Construct a Brick and Mortar Plug** within an existing or new sewer main as shown on the Plans or as directed by the Engineer. The plug shall be watertight and capable of withstanding anticipated hydrostatic and surcharge pressures. Work shall be performed in accordance with the applicable provisions of Section 500 and Section 208-2.3 of the Standard Specifications.

The plug shall be constructed using sewer-grade, solid clay bricks set in Type II Portland cement mortar conforming to Section 201-1.2 of the Standard Specifications. Bricks shall be laid with fully mortared joints, with no voids, and shall be keyed into the pipe walls to ensure a secure and permanent seal. Minimum thickness of the brick plug shall be 12 inches.

Prior to construction, the interior of the pipe at the plug location shall be cleaned of all debris, grease, and water. Where flow is present, the Contractor shall provide temporary flow diversion or bypass pumping to create dry working conditions. The downstream pipe shall be protected from mortar intrusion.

Measurement and Payment for **Construct Brick and Mortar Plug** will be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing labor, materials, equipment, flow diversion, and disposal to complete the construction of each item as shown on plans and no additional compensation will be allowed therefor.

Bid Item No. 33 – Abandon Existing Sewer Manhole

This Bid Item shall include all labor, material, and equipment required to abandon existing sewer manholes within the project limits in accordance with the plans, as directed by the Engineer, and as required by the Los Angeles County Sanitation Districts (LACSD) Standard Plan S-a-218 and the LACSD Amendments to the Standard Specifications for Public Works Construction.

Abandonment shall be performed in accordance with LACSD Standard Plan S-a-218 and shall include, but not be limited to, removal of cone section if required, breaking through the sides of the manhole to allow drainage, manhole base channelization, and backfilling the structure with one-sack slurry or sand-cement slurry as specified by LACSD. Existing sewer mains to be abandoned or removed that entered or exited the abandoned manhole shall be properly bulkheaded, plugged, or capped as directed and approved by the Engineer and shown on the plans. All materials removed from the manhole shall be properly disposed of off-site at the Contractor's expense unless otherwise directed by the Engineer.

Manhole base channelization work shall be performed in accordance with the provisions of Section 500 of the Standard Specifications and all applicable manufacturer recommendations for repair materials. Channelization shall be performed using high-strength, non-shrink grout or approved sewer-grade repair mortar in accordance with Section 201-5 of the Standard Specifications. Prior to placement, all surfaces shall be cleaned and properly prepared to ensure bond strength. A bonding agent conforming to Section 201-3 of the Standard Specifications shall be used where recommended by the product manufacturer.

The Contractor shall coordinate all abandonment work with LACSD and shall comply with their requirements and inspection protocols. All abandonment work shall be scheduled and approved at least forty-eight (48) hours in advance. The Contractor shall be responsible for any temporary flow control, bypass pumping, or diversion required to perform the work.

Measurement and Payment for **Abandon Existing Sewer Manhole** will be at the contract unit price bid per **Each (EA)** and shall be considered full compensation for furnishing all labor, materials, equipment, coordination with LACSD, furnishing and installing half pipe segment, removal and disposal, plugging or capping of manhole channel openings, joint sealant, flow control, bypass as needed, forming, placing, finishing, and backfilling with slurry to complete the work as shown on the plans and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS
PART 4 – EXISTING IMPROVEMENTS

FOR

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

PART 4 – EXISTING IMPROVEMENTS

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

For purposes of this Project, Part 4 of the SSPWC, is amended, as follows:

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL.

The second paragraph of Subsection 400-1 of the Standard Specifications is hereby deleted and replaced with the following:

The Contractor shall relocate, repair, replace or re-establish all existing improvements within the project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of the operations or as required by the Plans and Specifications. The Contractor shall make the effort to repair all sprinklers, pipe, etc by the end of the day.

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements. Prior to start of construction, Contractor and City Inspector shall visit and survey the site, and agree on locations outside the work limits and adjacent to it, and along truck routes where the traffic striping, pavement markings, and curb markings are in good condition prior to start of construction, and locations where the markings are faded prior to start of construction. Contractor shall restripe or clean to the satisfaction of the City, all pavement markings and striping in the vicinity of the project and on truck routes damaged and soiled due the Contractor's work.

Relocations, repairs, replacements or re-establishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All existing improvements including Fence/Wall/Gates/Plants/Grass/Trees/Irrigation Systems/etc. that might be damaged during construction should be videotaped and it is Contractor's responsibility to protect all existing adjacent features such as landscaping, irrigation system, property's fence/wall/gates, curb and gutter, pull boxes, utility boxes, and etc. in place per section 400-1 of Standard Specifications for Public Works Construction. All damages to these items shall be fixed to the satisfaction of the City of Montebello without any additional compensation.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

400-2 PERMANENT SURVEY MARKERS.

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

The Contractor shall be responsible for the protection and preservation of existing permanent survey monuments and benchmarks during construction. Damaged or lost monuments and benchmarks shall be restored to existing condition by a Registered Civil Engineer or a Land Surveyor licensed by the State of California at no increase in cost to the City.

The Contractor, at its own expense, shall employ a qualified surveyor to perform all survey work required for the completion of the project as specified in the plans and these specifications, comply with the requirements of Section 8771 of the Land Surveyors Act as amended and submit the documents from the County Surveyor as proof of compliance to the City of Montebello.

400-3 PAYMENT

This subsection of the Standard Specifications is hereby deleted and replaced with the following:

No separate or additional payment will be made for 1) protection of existing improvements, 2) restoration of existing improvements and 3) permanent survey markers. All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the bid.

SECTION 402 – UTILITIES

402-1 LOCATION.

402-1.1 General.

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

The location and existence of any underground utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate. It shall be the Contractor's responsibility alone to determine the exact location of underground utilities or substructures of every nature and to protect them from damage. The Contractor shall excavate and expose all high-risk underground facilities. The Contractor shall notify the owners of all known utilities and substructures as set forth in the Specifications.

NOTIFICATION

The Contractor shall notify the City of Montebello and the owners of all utilities and substructures not less than 48 hours (2 working days) prior to starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct:

Central Basin MWD	Isabelle Guido	6252 Telegraph Rd, Commerce CA 90040	(323) 201-5541 isabelleg@centralbasin.org
Crimson Pipeline LP	Jeff Kohn	3760 Kilroy Airport Way Suite 300 Long Beach, CA 90806	(562) 822-5656 jkohn@crimsonpl.com
MCI (Verizon Business)	Investigations	400 International Pkwy Richardson, TX 75081	investigations@verizon.com
City of Montebello Sewer	Juan Hernandez	1600 W Beverly Bl Montebello, CA 90640	JHernandez@montebellocity.gov
Montebello Land & Water Company	Brett Ommen	1600 W Beverly Bl Montebello, CA 90640	(714) 334-5702 Brett@mtblw.com
Crown Castle	Michael Moats	1500 Corporate Dr Canonsburg, PA 15317	(949) 936-0043 michael.moats@crowncastle.com
Redflex Traffic Systems	Jerry Newton	5651 W Talavi Blvd Suite 200 Glendale, AZ 85306	(800) 568-8405 designtickets@verramobility.com Jerry.Newton@verramobility.com
SoCalGas Distribution Belvedere	Dan Garcia	701 N Long Beach Blvd Compton, CA 90221	(213) 231-8183 Dgarcia2@socalgas.com
Charter / Spectrum - Irwindale	Jose Munoz	4781 Irwindale Ave Irwindale, CA 91706	(626) 430-3351 jose.munoz1@charter.com
SCE Trans Telecom, Utilquest for SCE Dist - Metro East & West Reg	Menifee Engineering Service (#241479P)	14005 S Benson Ave Chino, CA 91710	(951) 928-8290

CITY POLICE AND FIRE DEPARTMENT

Police: (323) 887-1313
Fire: (323) 887-4510

UNDERGROUND SERVICE ALERT

(800) 422-4133 Tel
(909) 808-8101 Fax

TRASH COLLECTORS – ATHENS DISPOSAL

(626) 336-6100

STREET SWEEPING – NATIONWIDE

(562) 860-0604

MONTEBELLO UNIFIED SCHOOL DISTRICT

(323) 887-7900

MONTEBELLO TRANSIT

(323) 558-1625

EMERGENCY INFORMATION

The names addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

402-1.2 Payment

Payment for provisions under section 402-1 of the Standard Specifications shall be considered included in the various items of the work. No separate payment will be authorized.

SPECIAL PROVISIONS
PART 6 – TEMPORARY TRAFFIC CONTROL

FOR

**MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT
(WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST &
PALM PL FROM SPRUCE ST TO PALM DR)**

C.I.P. No. 919

IN THE CITY OF MONTEBELLO

PART 6 – TEMPORARY TRAFFIC CONTROL

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

For purposes of this Project, Part 6 of the SSPWC, is amended, as follows:

PART 6 – TEMPORARY TRAFFIC CONTROL

SECTION 600 – ACCESS

600-1 GENERAL.

The following is added 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 City.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-1 GENERAL.

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

At least one twelve-foot-wide traffic lane shall be provided for each direction of travel on all arterial streets at all times except as permitted by the Engineer. With previous authorization from the City, the Contractor can provide one traffic lane on a single direction on residential streets, during construction hours.

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

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

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

601-2 TEMPORARY TRAFFIC CONTROL PLAN (TCP)

601-2.1 General

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

At the Pre-Construction meeting, the Contractor shall submit to the Engineer a detailed traffic control plan per section 601 of the Standard Specifications and construction sequencing for the project. The plan shall include drawings as necessary to clearly outline how traffic flow and pedestrian walkways will be handled during the course of construction and where detour and advance notice signs will be posted.

Traffic control plan shall be approved in writing by the City Engineer prior to construction starts. The plan shall be prepared per latest edition of California Manual on Traffic Control Devices (CA-MUTCD).

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

Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed to remain on finish pavement surfaces.

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

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

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

601-2.2 Payment

Payment for provisions under section 601 of the Standard Specifications shall be considered included under the bid item for traffic control. No separate payment will be authorized

APPENDIX “A”
STANDARD PLANS

CITY OF MONTEBELLO

MONTEBELLO DOWNTOWN SEWER INFRASTRUCTURE PROJECT (WHITTIER BLVD FROM MONTEBELLO BLVD TO 1ST ST & PALM PL FROM SPRUCE ST TO PALM DR)

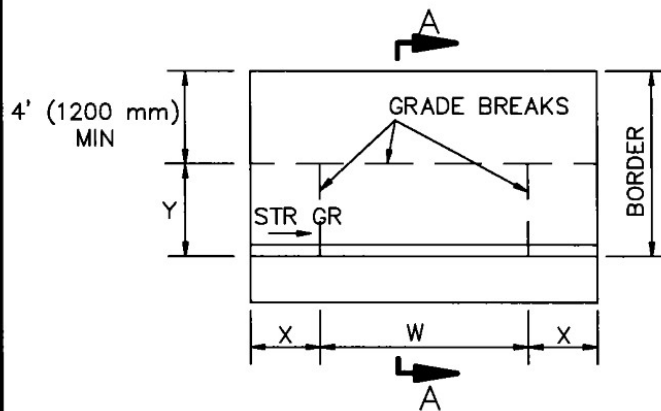
C.I.P. No. 919

LIST OF STANDARD PLANS

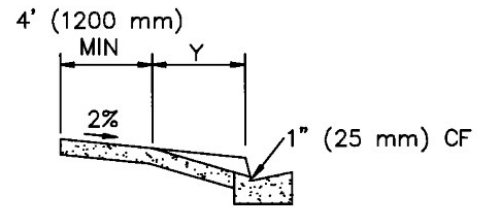
<u>Plan No.</u>	<u>Description</u>
<u>Standard Plans for Public Works Construction:</u>	
SPPWC 110-2	Driveway Approaches
SPPWC 111-5	Curb Ramp
SPPWC 112-2	Curb and Sidewalk Joints
SPPWC 113-2	Sidewalk and Driveway Replacement
SPPWC 120-3	Curb and Gutter – Barrier
SPPWC 122-3	Cross and Longitudinal Gutters
SPPWC 130-3	Alley Intersection
SPPWC 132-4	Concrete Pavement Replacement
SPPWC 133-4	AC Pavement Replacement
SPPWC 134-3	Concrete Pavement Joint Details
SPPWC 200-4	Precast Concrete Sewer Manhole
SPPWC 205-3	Sewer Manhole Adjustment
SPPWC 206-2	Manhole Raising Rings
SPPWC 210-4	24” Manhole Frame and Cover
SPPWC 222-2	House Connection Sewer
SPPWC 224-3	Support for Conduits Across Trenches
SPPWC 635-3	Steel Step
<u>Los Angeles County Sanitation District:</u>	
S-A-204	Standard Manhole, Type “D”
S-A-209	Standard Manhole Step
S-A-218	Standard Abandonment of Existing Manholes Type “A” or “D”
S-A-220	Standard Pull Ring
<u>CALTRANS:</u>	
A20A, A20B, A20D, A20E, A20F, and A20G	Pavement Markers and Traffic Lines
A24A, A24B, A24C, A24D, A24E, A24F, A24G, A24H	Pavement Markings, Arrows, Words,

A90B
ES-5A and ES-5B

Symbols, Numerals, Limits &
Crosswalk Lines
Accessible Parking On-Street
Electrical Systems (Loop Detectors)

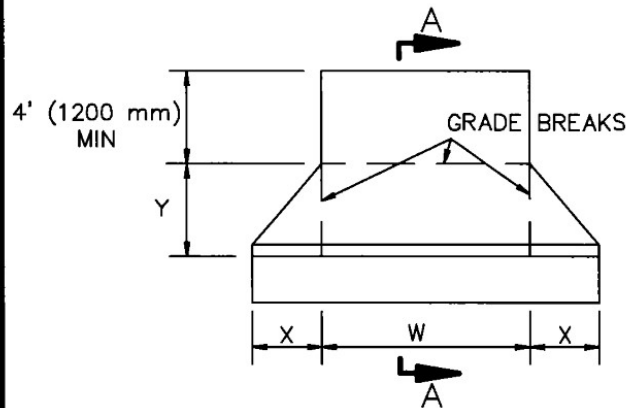


TYPE A

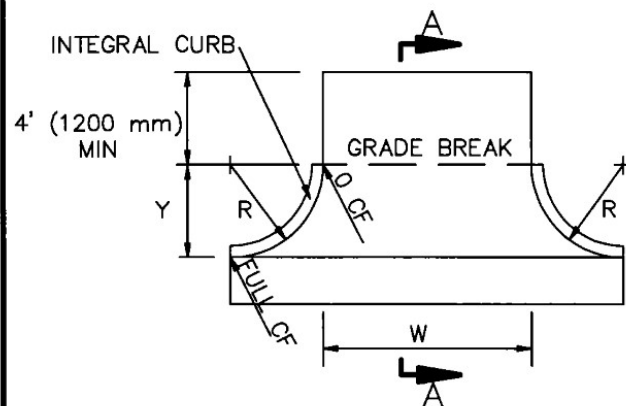


SECTION A-A

CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)
6" (150) or less	3'-0" (900)	4'-0" (1200)
7" (175)	3'-6" (1050)	4'-9" (1425)
8" (200)	4'-0" (1200)	5'-8" (1700)
9" (225)	4'-6" (1350)	6'-6" (1950)
10" (250)	5'-0" (1500)	7'-3" (2175)
11" (275)	5'-6" (1650)	8'-0" (2400)
12" (300) or more	6'-0" (1800)	8'-9" (2625)



TYPE B



TYPE C

NOTES:

1. RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
2. COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

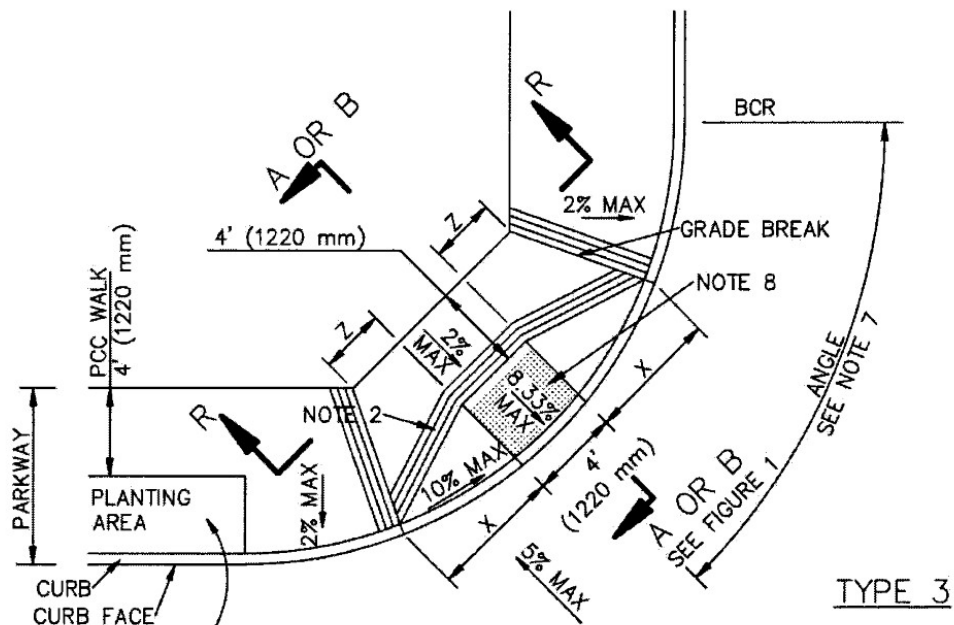
DRIVEWAY APPROACHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

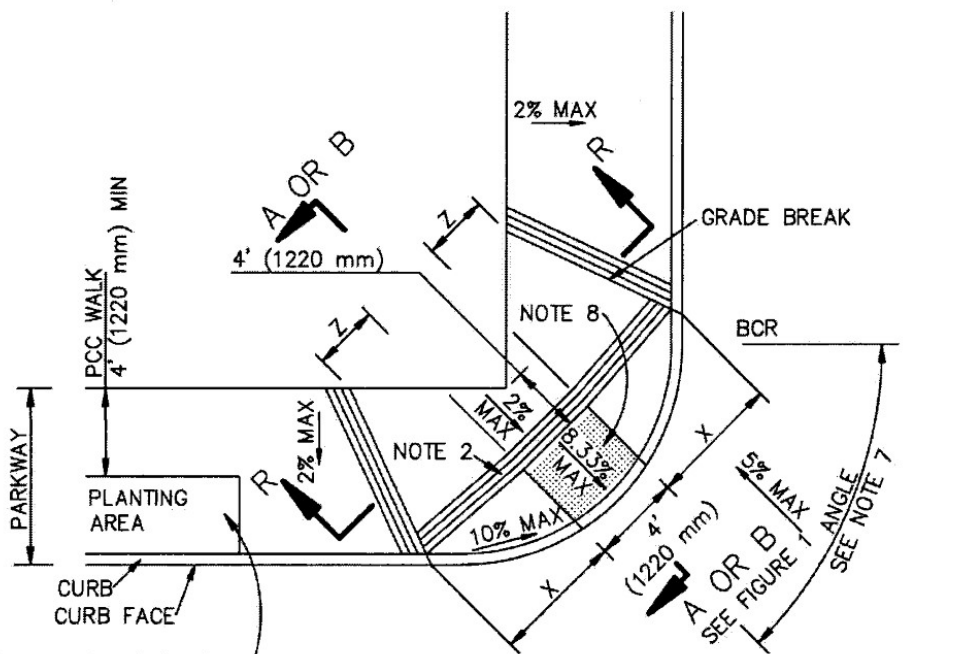
STANDARD PLAN

110-2

SHEET 1 OF 1



WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6



WHERE PLANTING AREA IS
ADJACENT TO THE CURB RAMP,
USE CASE A, TYPE 6

TYPE 4

CASE A

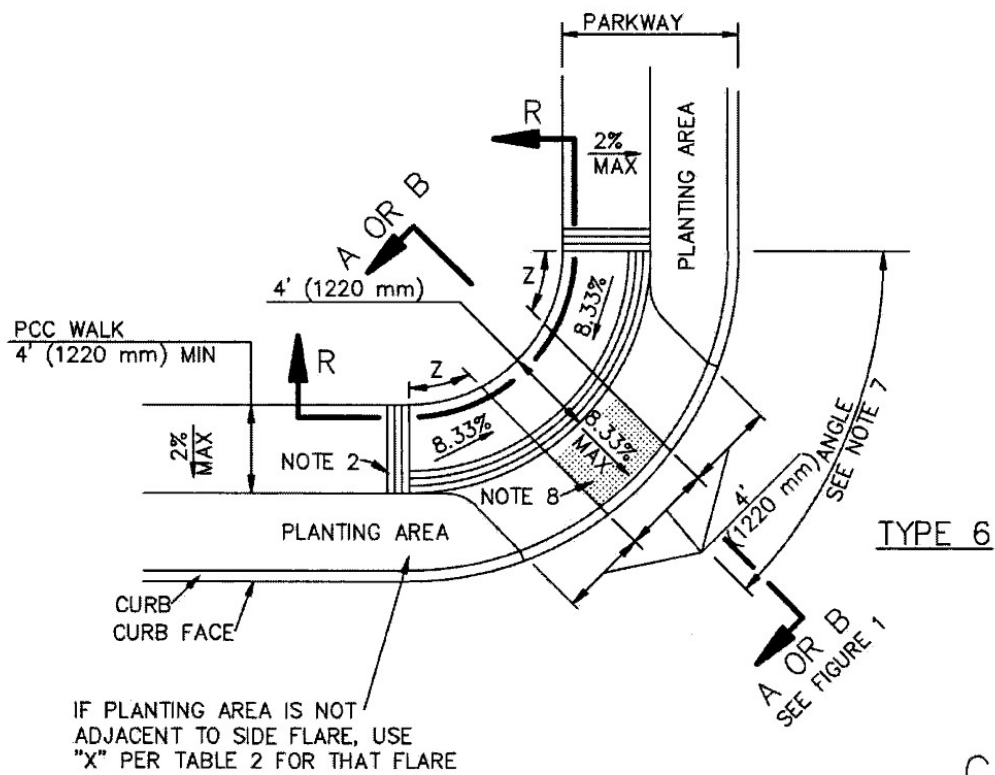
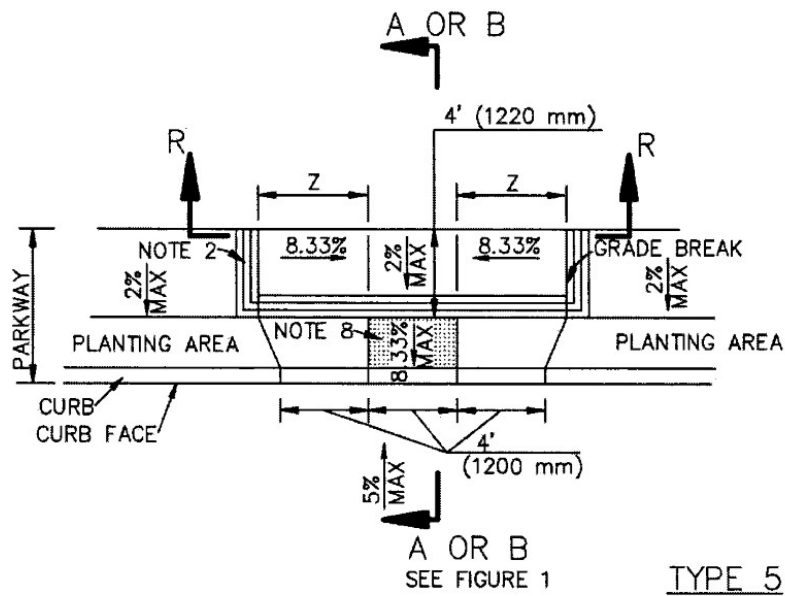
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

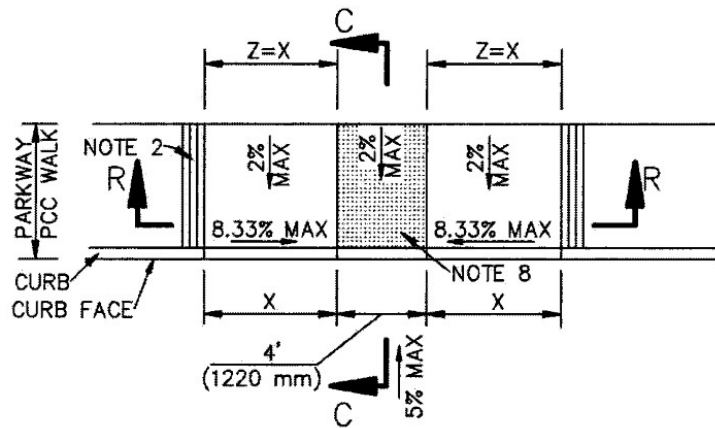
STANDARD PLAN

111-5

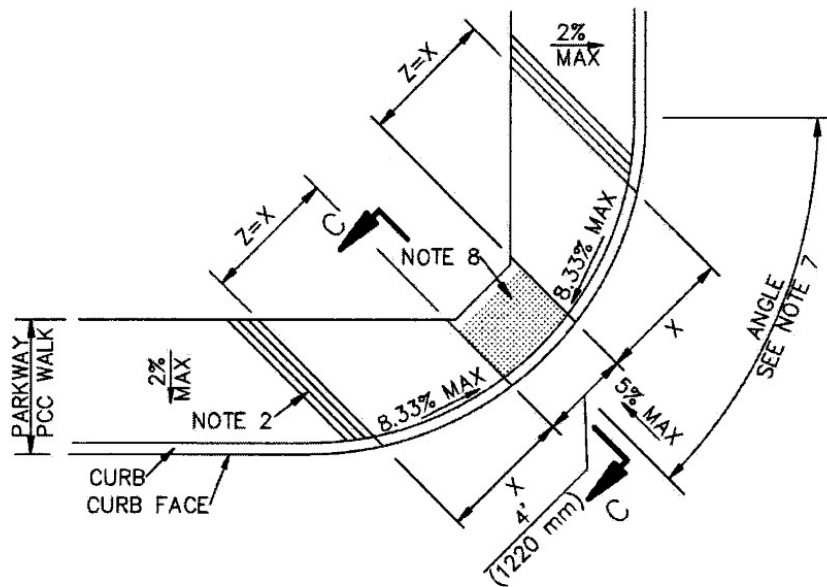
SHEET 2 OF 10



STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111-5 SHEET 3 OF 10



TYPE 1



TYPE 2

CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

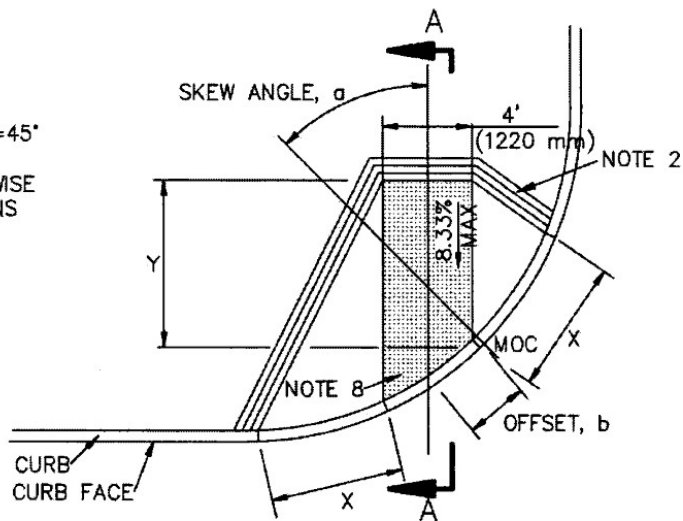
CURB RAMP

STANDARD PLAN

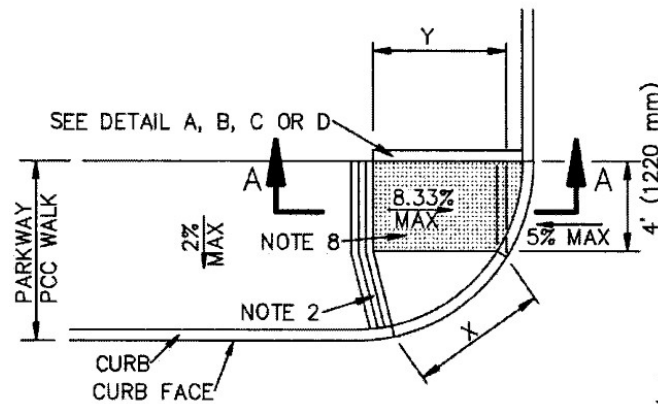
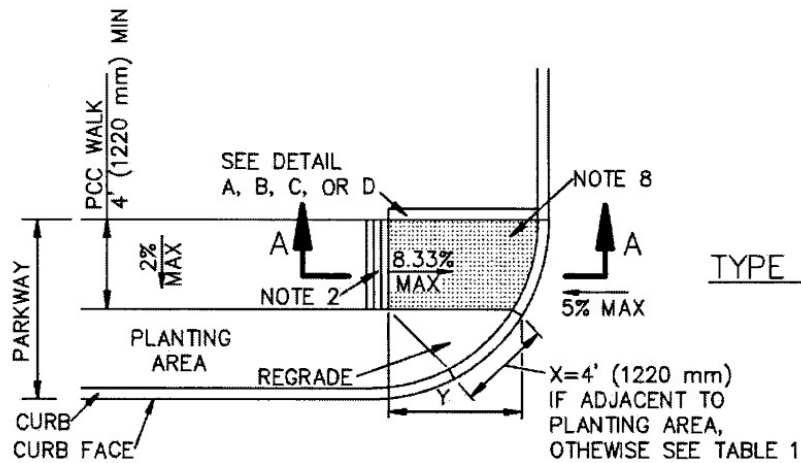
111-5

SHEET 4 OF 10

SKEW ANGLE $\alpha=45^\circ$
 OFFSET $b=0$
 UNLESS OTHERWISE
 NOTED ON PLANS



CASE C



CASE D

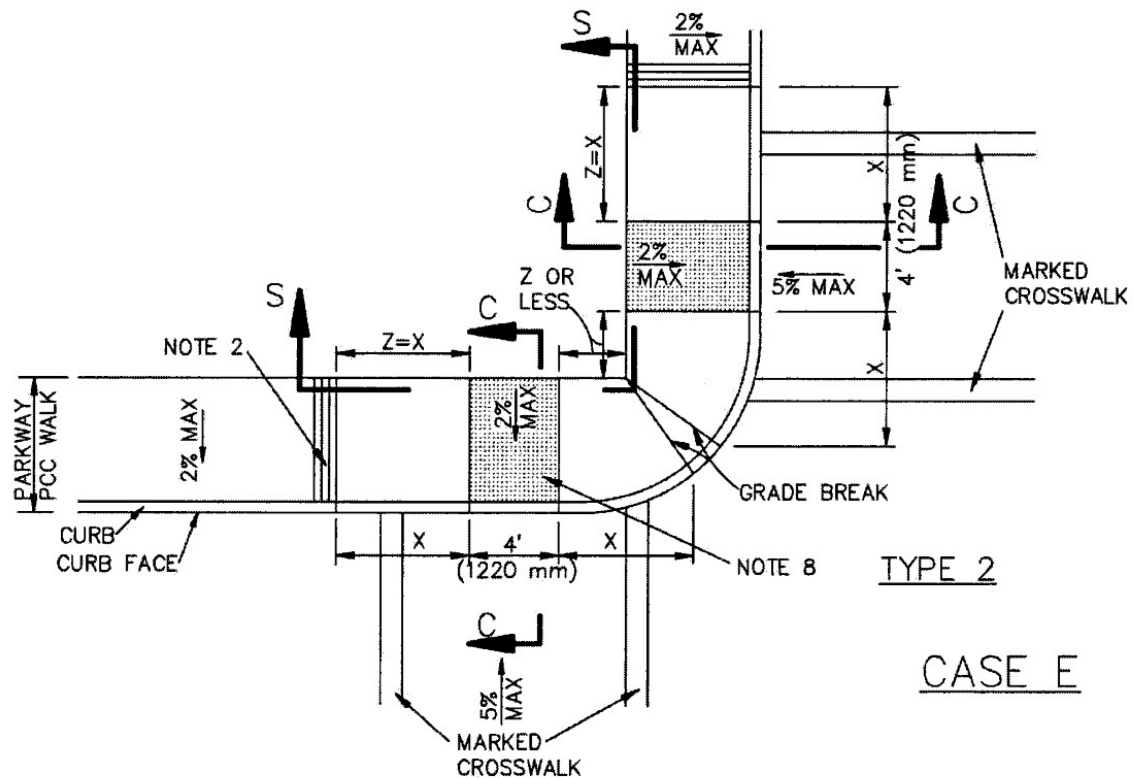
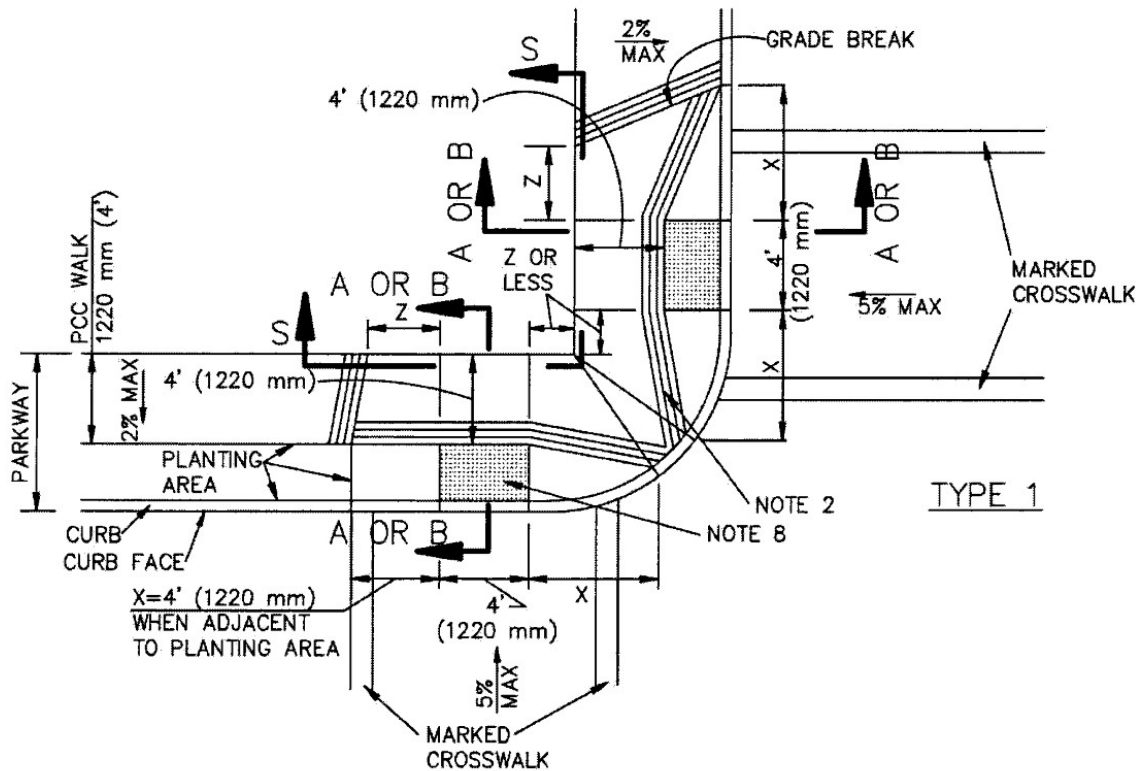
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 5 OF 10



CASE E

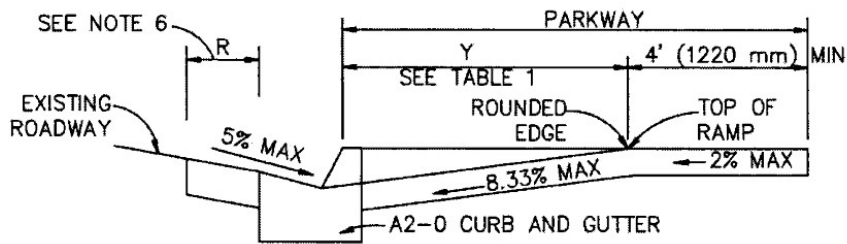
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

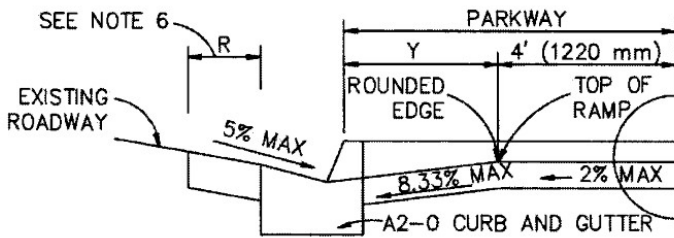
111-5

SHEET 6 OF 10



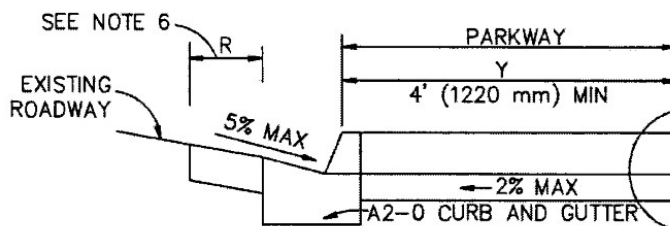
SECTION A-A

USE FIGURE 1 TO DETERMINE WHICH OF SECTIONS A-A, B-B OR C-C IS APPROPRIATE.



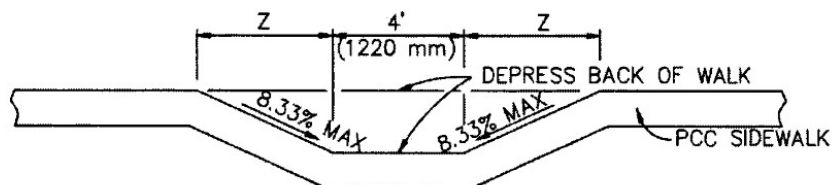
SECTION B-B

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.

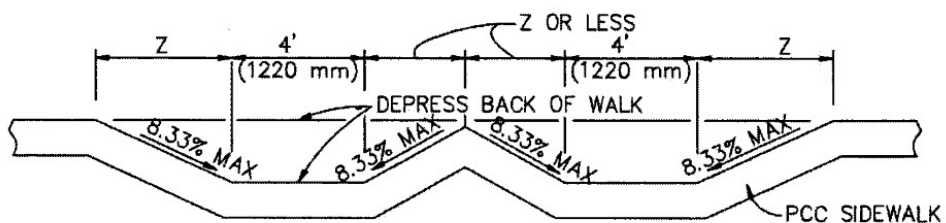


SECTION C-C

DEPRESS BACK OF WALK
SEE DETAIL A, B, C OR D,
SHEET 10.



SECTION R-R



SECTION S-S

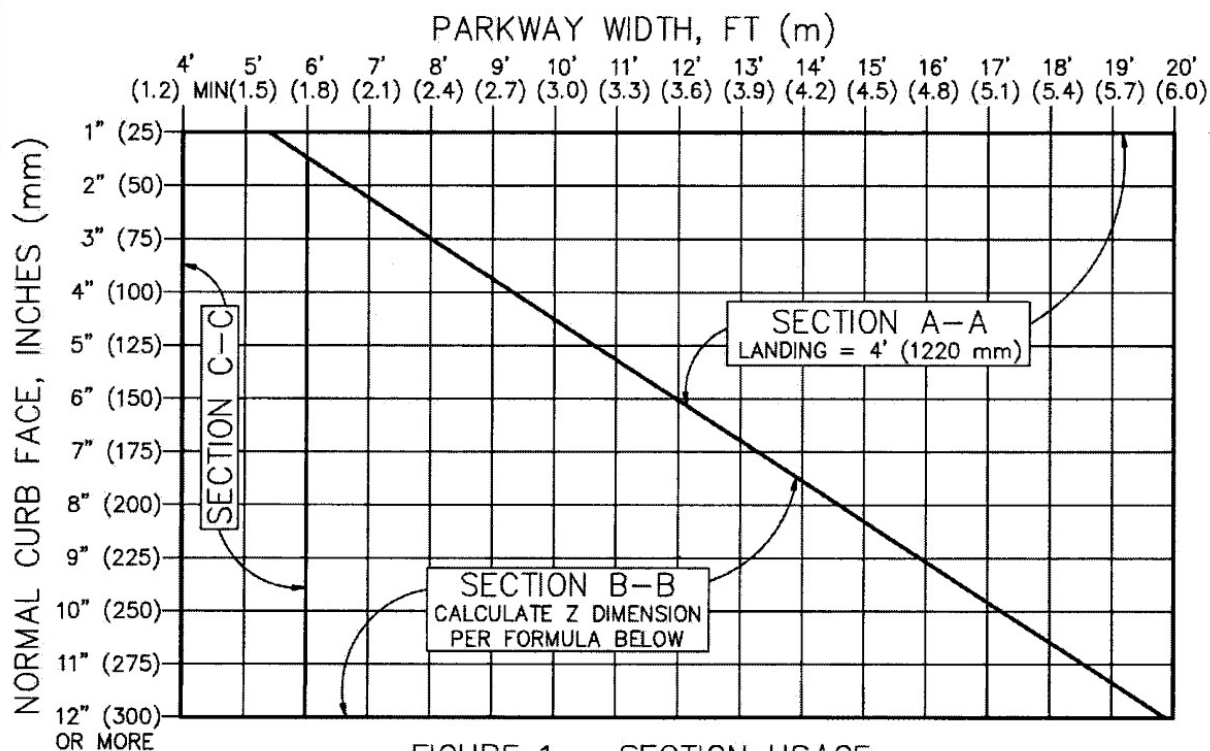
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 7 OF 10



NORMAL CURB FACE, INCHES (mm)	X, FT (mm)	SECTION Y-Y Y, FT (mm)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5" (125)	4.17' (1275)	6.58' (1975)
6" (150)	5.00' (1525)	7.90' (2370)
7" (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WIDTH
L = LANDING WIDTH, 4' (1220 mm) TYP
 $Z = [(Y+L)-W] \times 0.760$

IF $(Y+L) < W$, THEN $Z = 0$

SEE SHEET 9 FOR STREET SLOPE
ADJUSTMENT FACTORS, ALL STREETS

TABLE 1 – X AND Y VALUES

TABLE 1 REFERENCE FORMULAS:

$X = CF / 8.333\%$

$Y = CF / (8.333\% - 2\% \text{ WALK CROSS SLOPE})$

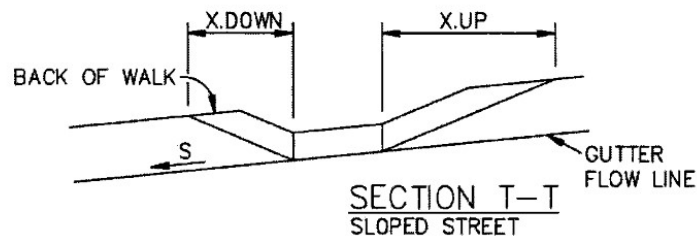
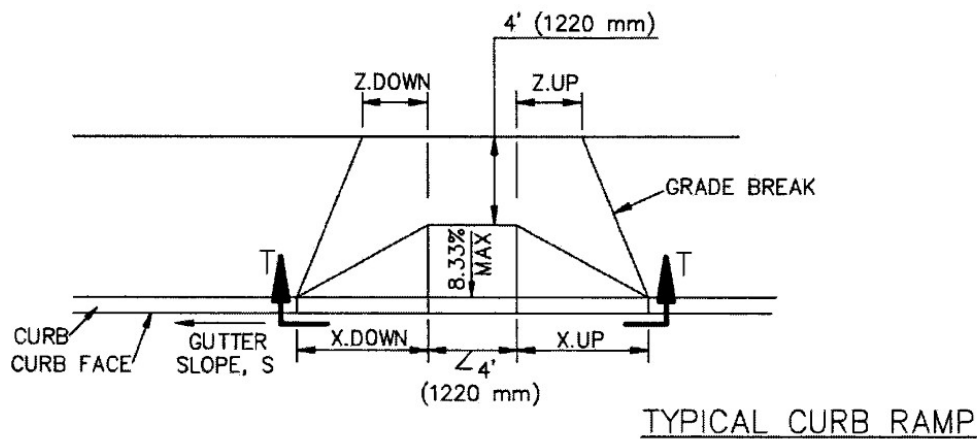
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 8 OF 10



FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, $X.DOWN = X \times K.DOWN$

S	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0.977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS:

$$K.DOWN = 8.333\% / (8.333\% + S)$$

$$K.UP = 8.333\% / (8.333\% - S)$$

STREET SLOPE ADJUSTMENTS

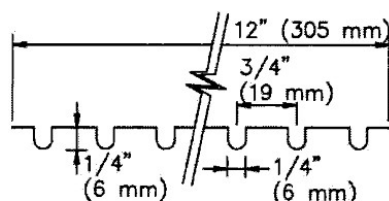
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

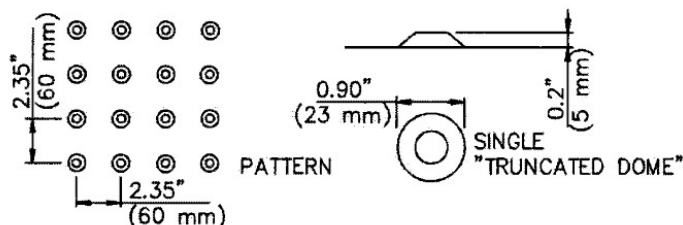
STANDARD PLAN

111-5

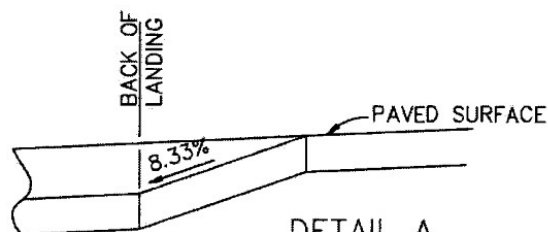
SHEET 9 OF 10



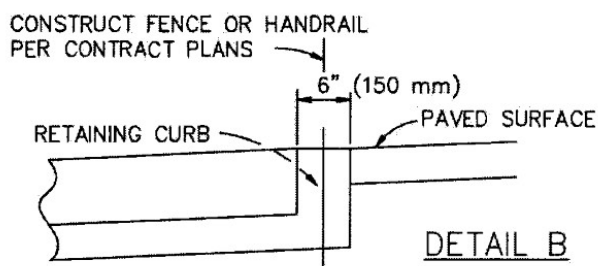
GROOVING DETAIL



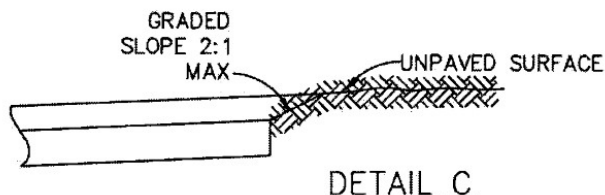
DETECTABLE WARNING DETAIL



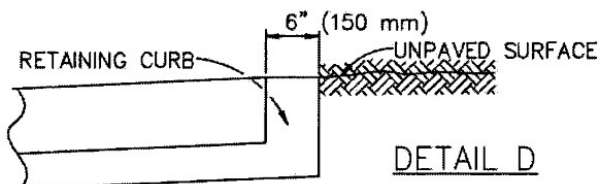
DETAIL A



DETAIL B



DETAIL C



DETAIL D

GENERAL NOTES:

1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL.
3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1.9.
4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
6. $R = 3'$ (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
7. $\text{ANGLE} = \Delta/2$ UNLESS OTHERWISE SHOWN ON PLAN.
8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.

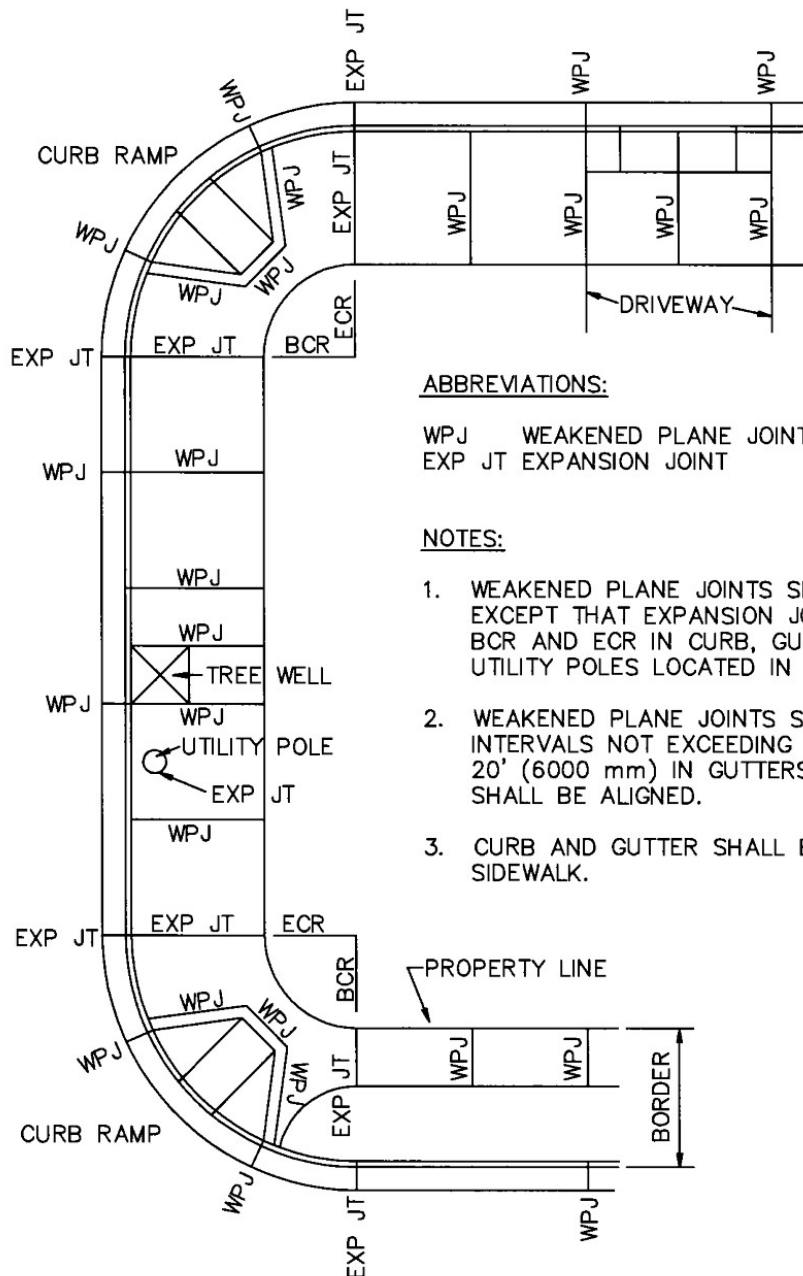
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

STANDARD PLAN

111-5

SHEET 10 OF 10



ABBREVIATIONS:

WPJ WEAKENED PLANE JOINT BCR BEGINNING OF CURB RETURN
EXP JT EXPANSION JOINT ECR END OF CURB RETURN

NOTES:

1. WEAKENED PLANE JOINTS SHALL BE USED FOR ALL JOINTS, EXCEPT THAT EXPANSION JOINTS SHALL BE PLACED AT THE BCR AND ECR IN CURB, GUTTER AND SIDEWALK, AND AROUND UTILITY POLES LOCATED IN SIDEWALK AREAS.
2. WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT REGULAR INTERVALS NOT EXCEEDING 10' (3000 mm) IN WALKS AND 20' (6000 mm) IN GUTTERS. JOINTS IN CURB AND WALK SHALL BE ALIGNED.
3. CURB AND GUTTER SHALL BE CONSTRUCTED SEPARATELY FROM SIDEWALK.

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CURB AND SIDEWALK JOINTS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

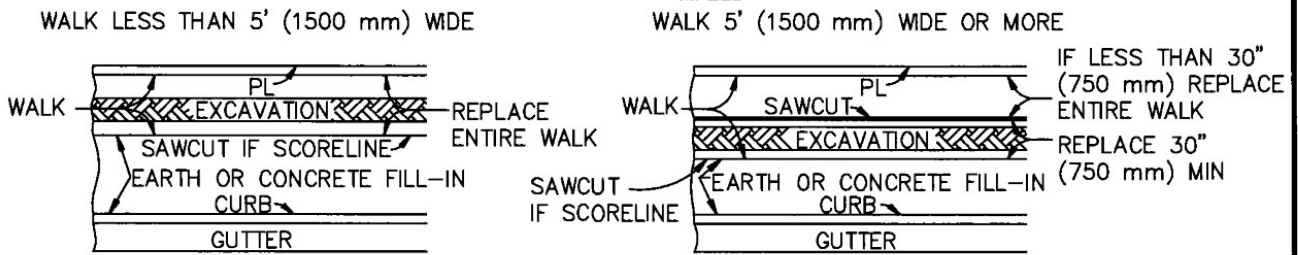
STANDARD PLAN

112-2

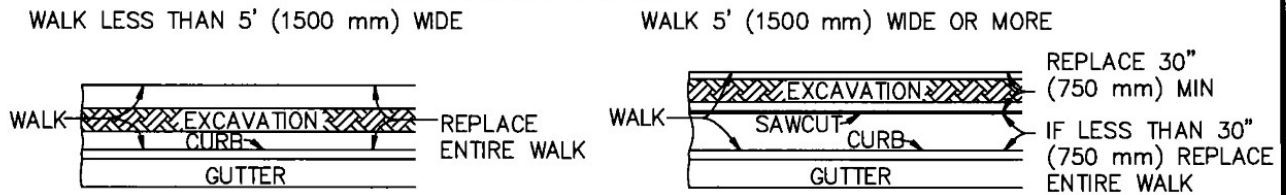
SHEET 1 OF 1

WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE PARALLEL TO CURB OR PROPERTY LINE

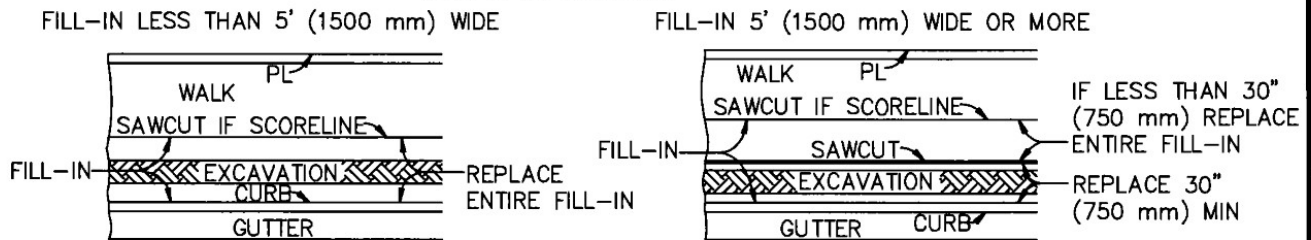
WALK ADJACENT TO PROPERTY LINE



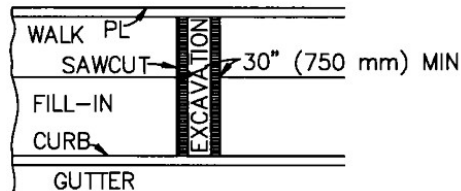
WALK ADJACENT TO CURB



FILL-IN REPLACEMENT



WALK OR FILL-IN REPLACEMENT FOR EXCAVATIONS MADE NORMAL TO CURB OR PROPERTY LINE



THESE REQUIREMENTS ALSO APPLY TO ENDS OF PARALLEL EXCAVATIONS.

IF AN EXCAVATION FALLS WITHIN 30" (750 mm) OF AN EXPANSION JOINT, CONSTRUCTION JOINT, WEAKENED PLANE JOINT, OR EDGE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE JOINT OR EDGE.

IF AN EXCAVATION FALLS WITHIN 12" (300 mm) OF A SCORELINE, THE CONCRETE SHALL BE REMOVED AND REPLACED TO THE SCORELINE. THE SCORELINE SHALL BE SAWCUT BEFORE CONCRETE REMOVAL.

THE MINIMUM LENGTH OF REPLACEMENT IN BOTH CASES SHALL BE 30" (750 mm).

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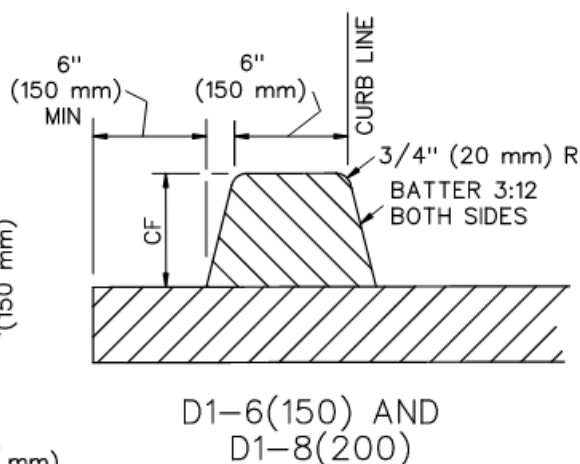
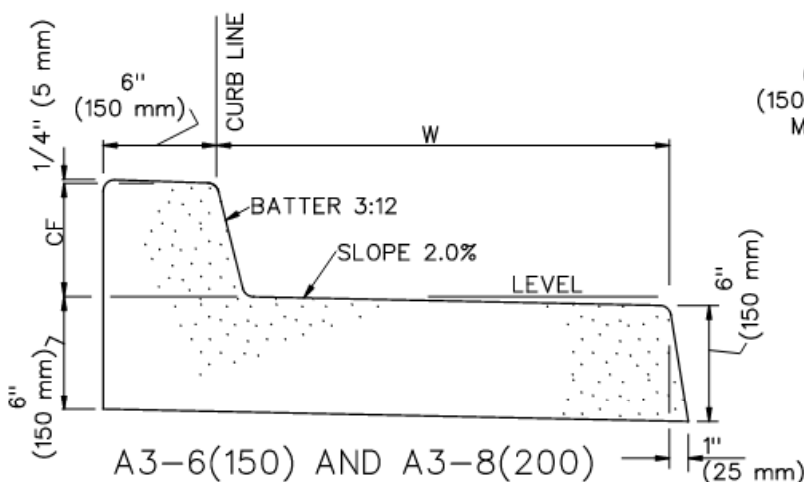
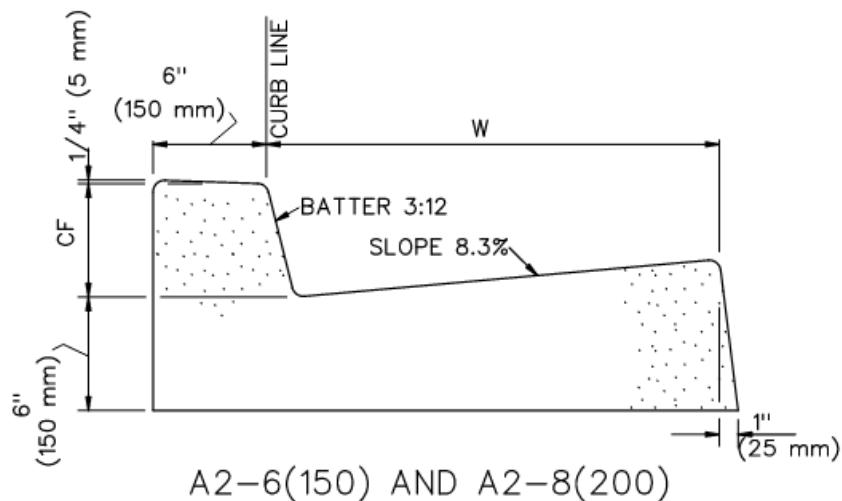
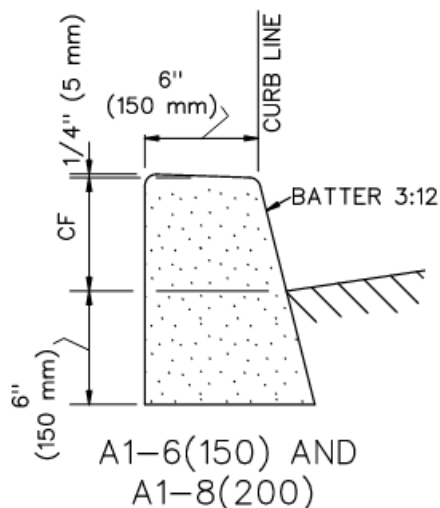
SIDEWALK & DRIVEWAY REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

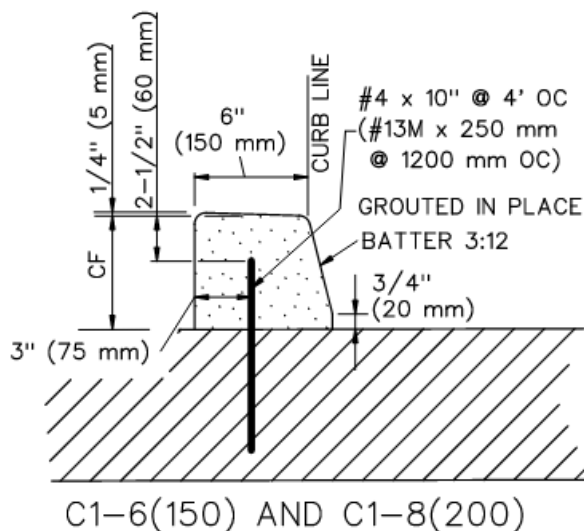
113-2

SHEET 1 OF 2



NOTES:

1. THE LAST NUMBER IN THE DESIGNATION IS THE CURB FACE (CF) HEIGHT, INCHES (mm). IF SHOWN AS 'VAR' THE CURB FACE VARIES.
2. GUTTER WIDTH, W, IS 24" (600 mm) UNLESS OTHERWISE SPECIFIED.
3. TYPES A1, A2, A3 AND C1 SHALL BE CONSTRUCTED OF CONCRETE.
4. TYPE D1 CURB SHALL BE CONSTRUCTED OF ASPHALT CONCRETE.
5. TYPE C1 CURB SHALL BE ANCHORED WITH STEEL DOWELS AS SHOWN OR WITH AN EPOXY APPROVED BY THE ENGINEER.
6. ALL EXPOSED CORNERS ON CONCRETE CURBS AND GUTTERS SHALL BE ROUNDED WITH A 1/2" (15 mm) RADIUS.



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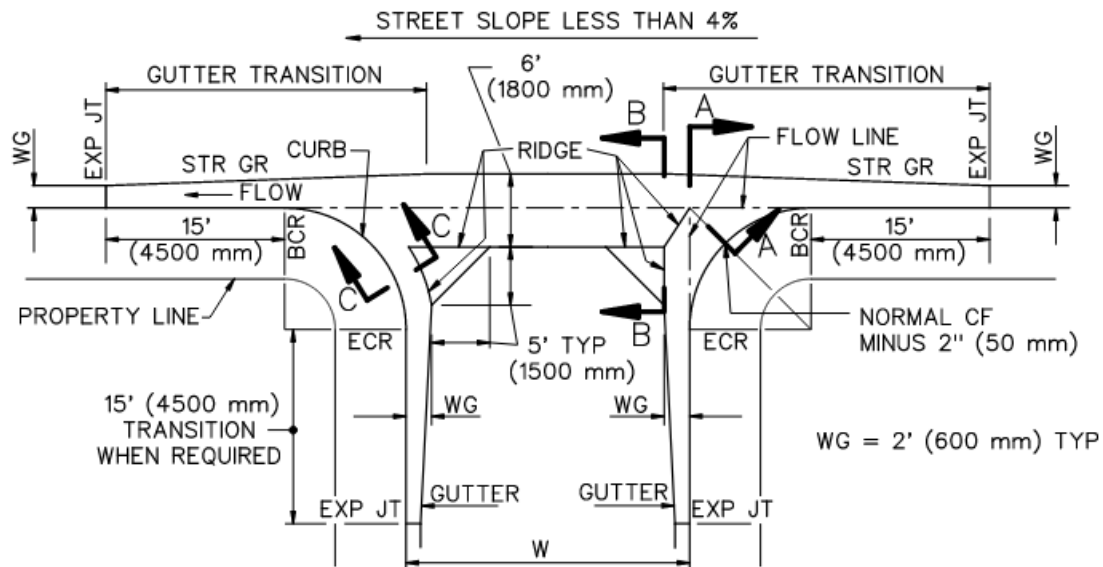
CURB AND GUTTER – BARRIER

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

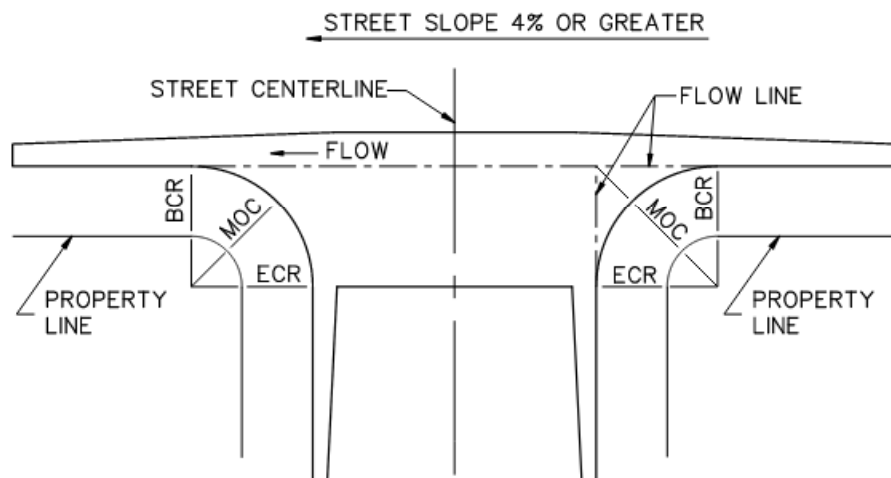
STANDARD PLAN

120-3

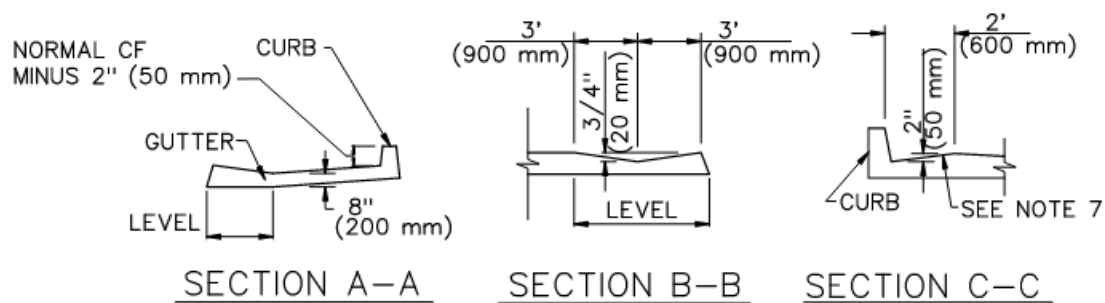
SHEET 1 OF 1



**TYPICAL CROSS GUTTER PLAN
STREET SLOPE LESS THAN 4%**



**TYPICAL CROSS GUTTER PLAN
STREET SLOPE 4% OR GREATER**



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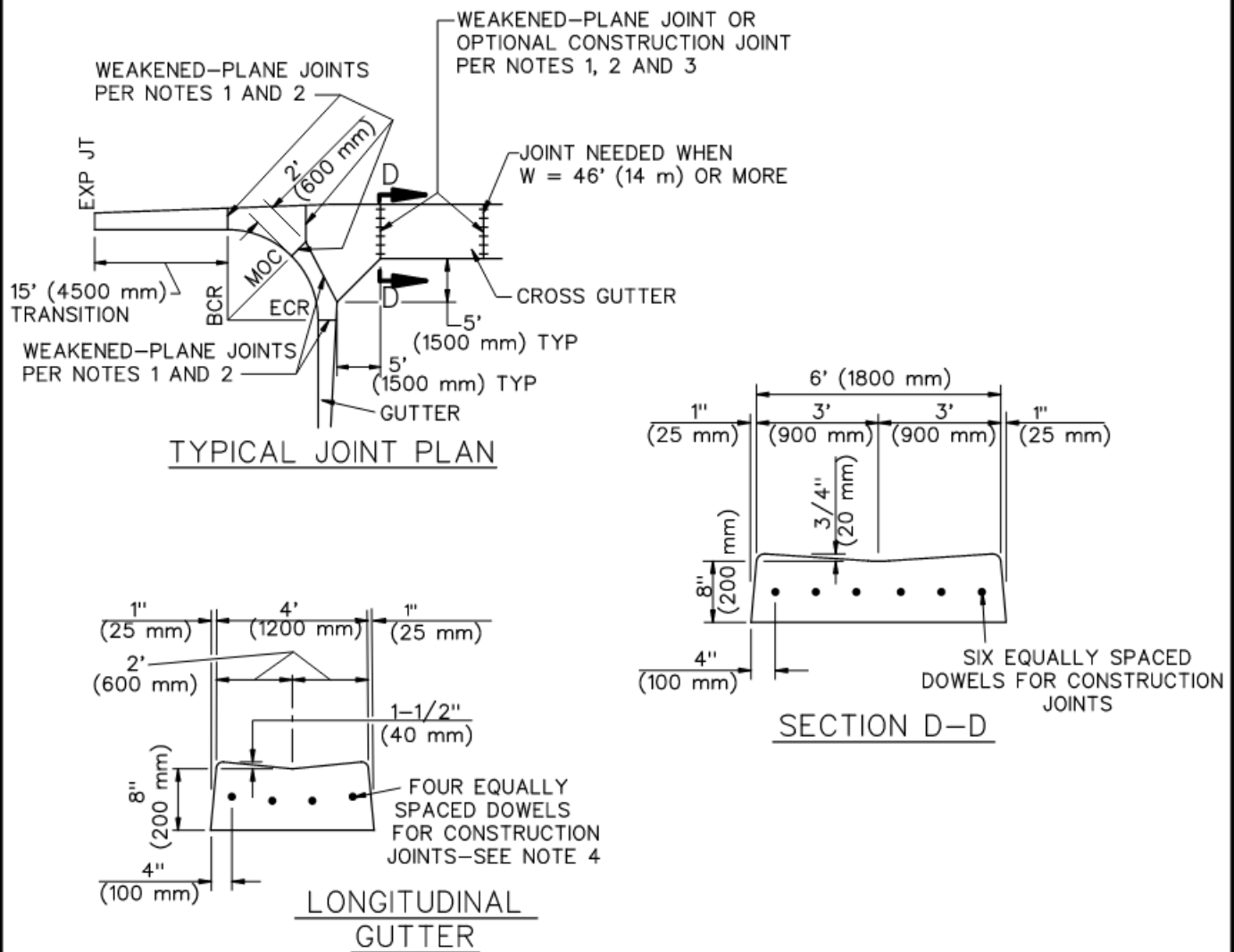
CROSS AND LONGITUDINAL GUTTERS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

122-3

SHEET 1 OF 2



NOTES:

1. WEAKENED-PLANE AND/OR CONSTRUCTION JOINTS SHALL BE PLACED IN CURB AND GUTTER AT LOCATIONS SHOWN ON THE TYPICAL JOINT PLAN HEREON.
2. WEAKENED-PLANE JOINTS SHALL BE PLASTIC CONTROL JOINTS OR 1-1/2" (40 mm) DEEP SAW CUTS. CONCRETE SAWING SHALL TAKE PLACE WITHIN 24 HOURS AFTER CONCRETE IS PLACED.
3. DOWELS FOR CONSTRUCTION JOINTS SHALL BE #4 BARS 18" LONG (#13M BARS 450 mm LONG).
4. PLACE A WEAKENED-PLANE OR CONSTRUCTION JOINT WHERE LONGITUDINAL ALLEY GUTTER JOINS CONCRETE ALLEY INTERSECTION.
5. ALL EXPOSED CORNERS ON PCC CURBS AND GUTTERS SHALL BE ROUNDED WITH 1/2" (15 mm) RADIUS.
6. CONCRETE SHALL BE INTEGRAL WITH CURB UNLESS OTHERWISE SPECIFIED.
7. ADJACENT TO CURB RAMPS, CONCRETE SLOPE SHALL BE 5% MAXIMUM FOR A DISTANCE OF 5 FEET (1525 mm) FROM THE CURB FACE FOR THE WIDTH OF THE WIDTH OF THE RAMP, NOT INCLUDING SIDE TRANSITION CURBS.

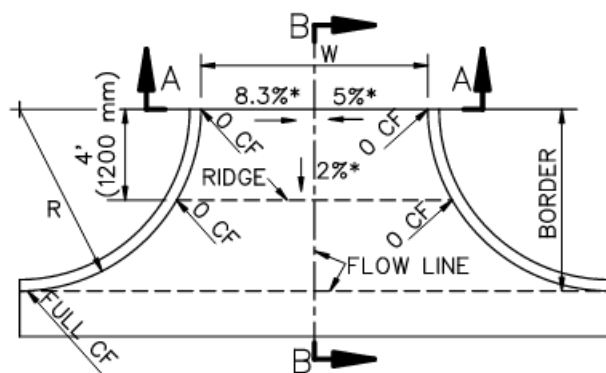
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CROSS AND LONGITUDINAL GUTTERS

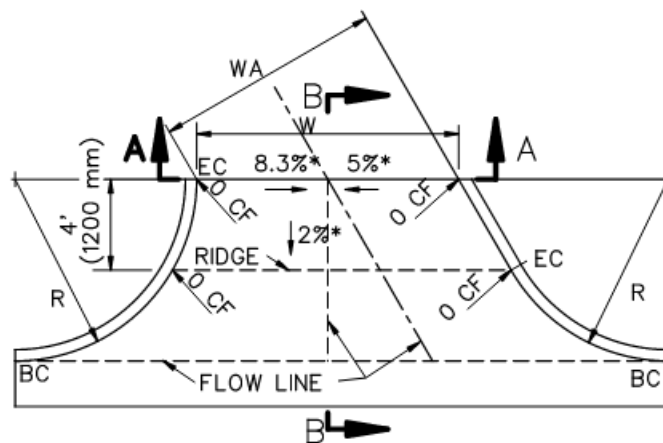
STANDARD PLAN

122-3

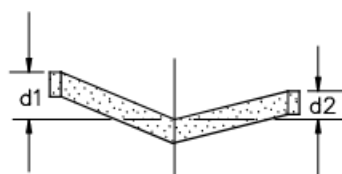
SHEET 2 OF 2



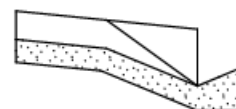
CASE A
STANDARD APPROACH



CASE B
ANGLED APPROACH



SECTION
A-A



SECTION
B-B

W, ft	8'	10'	15'	20'	25'	30'
W, mm	(2400 mm)	(3000 mm)	(4500 mm)	(6000 mm)	(7500 mm)	(9000 mm)
d1, ft MAX	0.33' (100 mm)	0.42' (125 mm)	0.63' (188 mm)	0.83' (250 mm)	1.04' (313 mm)	1.25' (375 mm)
d2, ft MIN	0.17' (50 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)	0.25' (75 mm)

NOTES:

1. ALLEY INTERSECTION SHALL BE CONSTRUCTED OF CONCRETE, CLASS 520-C-2500 (310-C-17), 6" (150 mm) THICK.
2. ASTERISKS (*) SHOW MAXIMUM GRADES.

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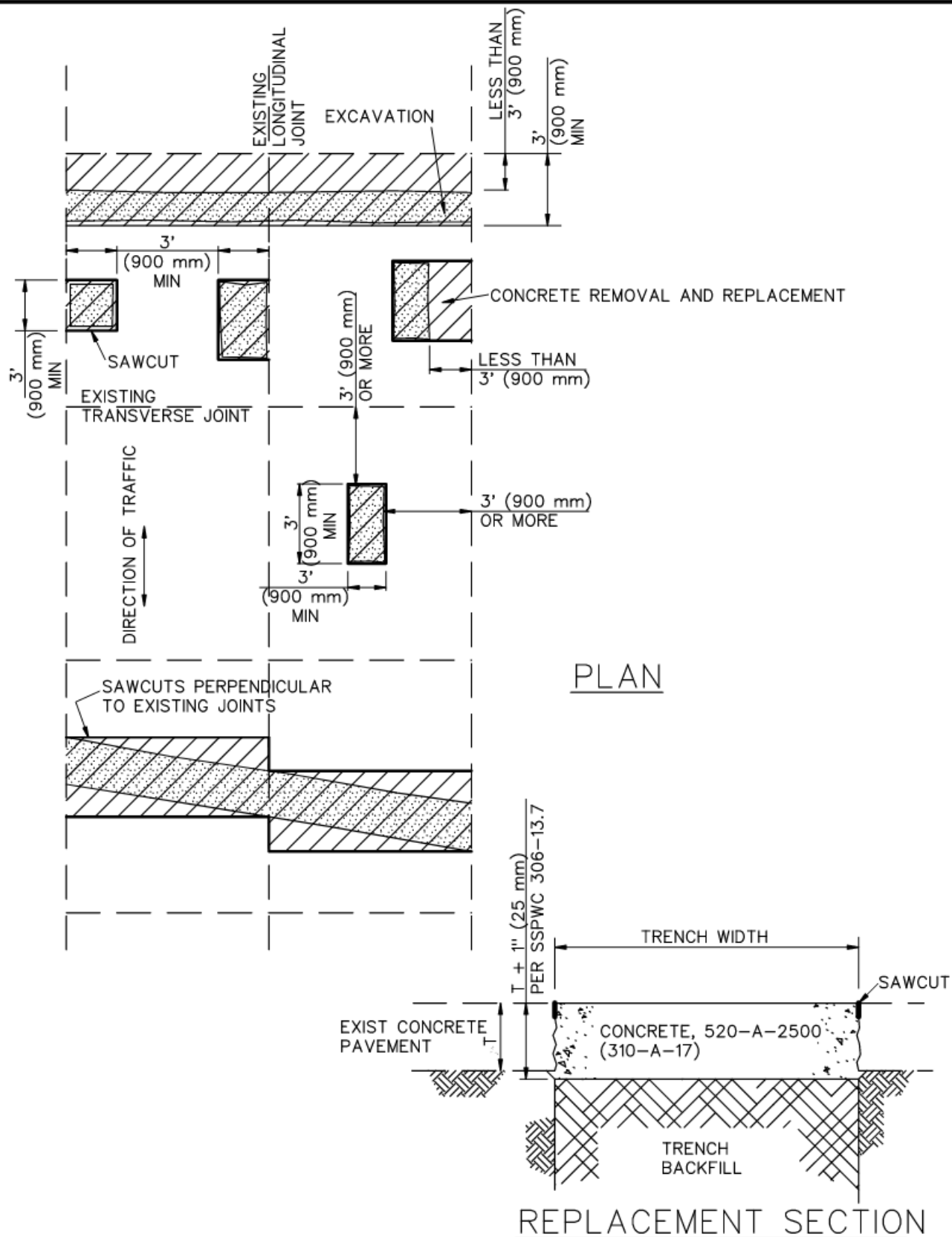
ALLEY INTERSECTION

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

130-3

SHEET 1 OF 1



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CONCRETE PAVEMENT REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

132-4

SHEET 1 OF 2

NOTES:

1. THE EXTENT OF REPAIRS FOR CONCRETE CUTS NOT SHOWN ON THIS STANDARD PLAN OR CUTS MADE WITHIN 3' (900 mm) OF EXISTING PATCHES, CRACKS, OR DETERIORATED SLABS SHALL BE DETERMINED BY THE ENGINEER.
2. CONCRETE PAVEMENT SHALL BE REMOVED PER SSPWC 401-3.1.
3. BACKFILL AND DENSIFICATION SHALL CONFORM TO SSPWC 306-1.3.
4. TEMPORARY RESURFACING SHALL BE PLACED PER SSPWC 306-1.5.1.

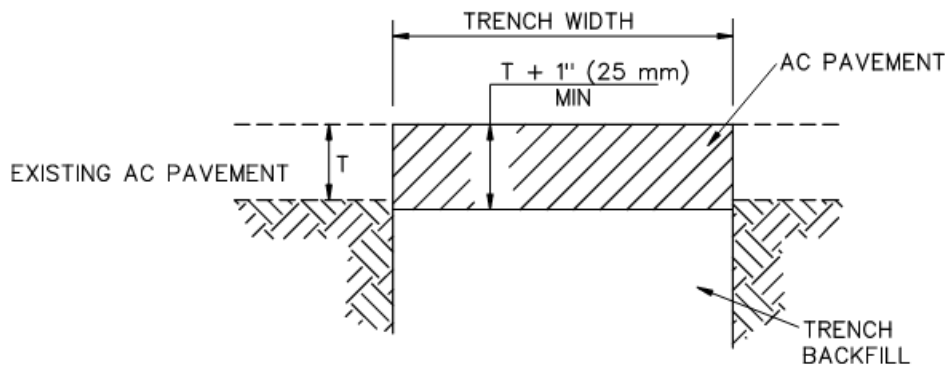
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CONCRETE PAVEMENT REPLACEMENT

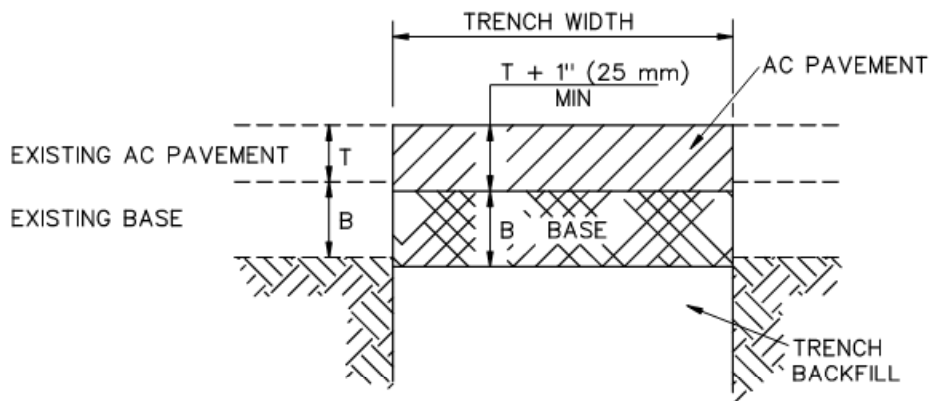
STANDARD PLAN

132-4

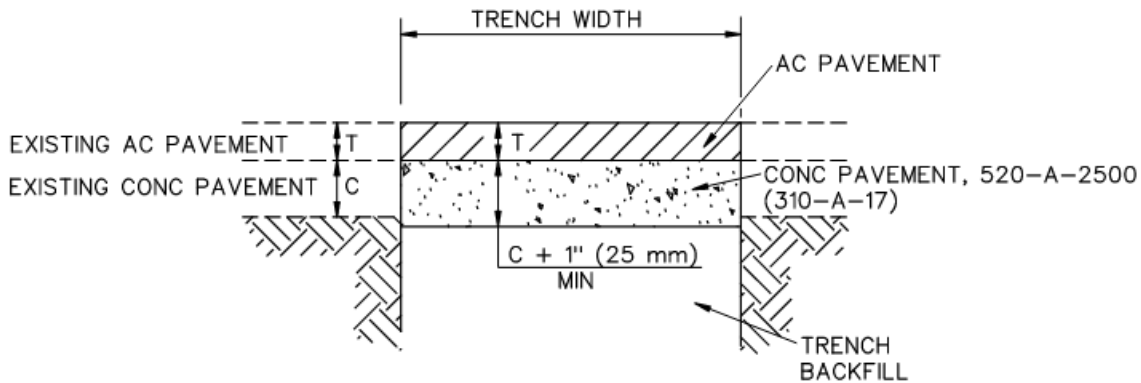
SHEET 2 OF 2



CASE I – AC PVMT ON TRENCH BACKFILL



CASE II – AC PVMT ON BASE MATERIAL



CASE III – AC PVMT ON CONCRETE PVMT

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ASPHALT CONCRETE PAVEMENT REPLACEMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

133-4

SHEET 1 OF 2

NOTES:

1. TRENCH BACKFILL AND DENSIFICATION SHALL CONFORM TO SSPWC 217-2 AND 306-12.
2. TRENCH RESURFACING SHALL BE PLACED PER SSPWC 306-13.

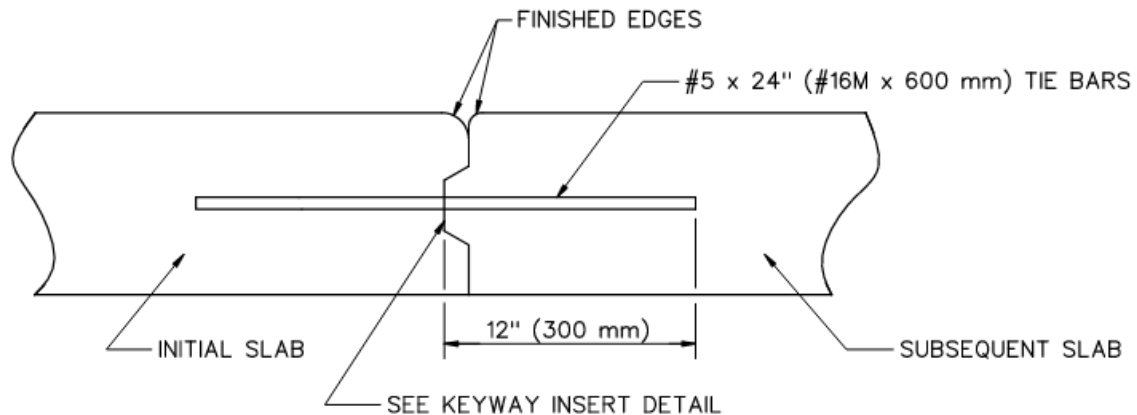
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

**ASPHALT CONCRETE PAVEMENT
REPLACEMENT**

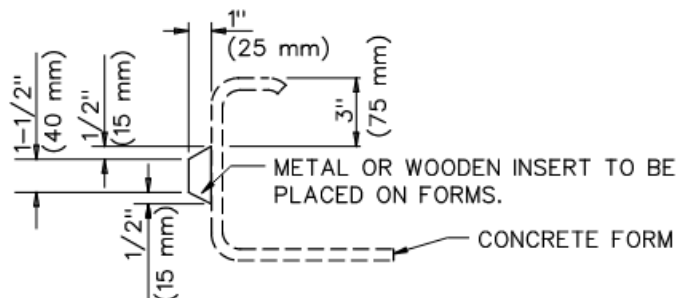
STANDARD PLAN

133-4

SHEET 2 OF 2



CONSTRUCTION JOINT WITH KEYWAY AND TIE BAR



KEYWAY INSERT DETAIL

NOTES:

1. LONGITUDINAL JOINTS SHALL BE LOCATED AS SHOWN ON PLAN. CONSTRUCTION OR WEAKENED PLANE JOINTS MAY BE USED AT THE CONTRACTOR'S OPTION.
2. TRANSVERSE WEAKENED PLANE JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF 15' (4500 mm) AND SHALL BE AT LEAST 5' (1500 mm) FROM ANY TRANSVERSE CONSTRUCTION JOINT. (SEE NOTE 5.)
3. TRANSVERSE CONSTRUCTION JOINTS SHALL BE CONSTRUCTED AS SHOWN HEREON AND AS DIRECTED BY THE ENGINEER.
4. SPACE TIE BARS AT 36" (900 mm) ON-CENTER FOR TRANSVERSE JOINTS AND 45" (1125 mm) FOR LONGITUDINAL JOINTS. PLACE IN MIDDLE THIRD OF SLAB.
5. CONCRETE PAVEMENT JOINTS SHALL CONFORM TO SSPWC 302-6.5.
6. CONSTRUCT CONSTRUCTION JOINTS IN THE APPROACH SLABS AT THE FIRST THREE TRANSVERSE JOINTS OF CONCRETE INTERSECTIONS.

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CONCRETE PAVEMENT JOINT DETAILS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

134-3

SHEET 1 OF 1

NOTES:

1. EXCEPT AS NOTED HEREON, THE PRECAST UNITS SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH ASTM C478 (C478M). AS AN ALTERNATE CURING METHOD, THE UNITS MAY BE CURED USING SATURATED STEAM FOR A MINIMUM OF 12 HOURS FOLLOWED BY 6 DAYS OF WATER CURING OR MEMBRANE CURING. IF THE UNITS ARE CURED BY THE ALTERNATE METHOD, THEY SHALL NOT BE SHIPPED PRIOR TO 8 DAYS AFTER CASTING NOR UNTIL THE CONCRETE HAS ATTAINED A STRENGTH OF 3500 PSI (25 MPa)
2. MANHOLE STEPS SHALL CONFORM TO SPPWC 635 TYPE 1 OR 3 OR SPPWC 636. THE MANHOLE STEPS SHALL BE UNIFORMLY SPACED AT A MAXIMUM OF 16" (400 mm). THE LOWEST STEP SHALL BE PLACED NOT LESS THAN 8" (200 mm) NOR MORE THAN 18" (450 mm) ABOVE THE SHELF. THE STEPS SHALL PROJECT 5" (125 mm) INSIDE THE MANHOLE.
3. RISER SECTIONS MAY BE REINFORCED OR UNREINFORCED. REINFORCED SECTIONS SHALL BE REINFORCED IN ACCORDANCE WITH ASTM C478 (C478M) AND SHALL HAVE A MINIMUM WALL THICKNESS OF 5" (125 mm). UNREINFORCED RISER SECTIONS SHALL HAVE A MINIMUM WALL THICKNESS OF 6" (150 mm).
4. THE 24" x 48" (600 mm x 1200 mm) ECCENTRIC CONES MAY BE REINFORCED OR UNREINFORCED. IF REINFORCED, THE WALL THICKNESS SHALL BE NOT LESS THAN 5" (125 mm). IF UNREINFORCED, THE WALL THICKNESS SHALL NOT BE LESS THAN 6" (150 mm).
5. JOINTS SHALL BE TONGUE AND GROOVE. JOINTS FOR REINFORCED STRUCTURES SHALL CONFORM WITH ASTM C478 (C478M) SECTION 14.
6. PRECAST UNITS SHALL BE ASSEMBLED USING CLASS "B" MORTAR.
7. IF 30" (762 mm) DIAMETER MANHOLE FRAME AND COVER IS REQUIRED, IT SHALL BE INSTALLED WHERE THE REDUCER RING IS SHOWN IN THE SECTION.
8. FOR REINFORCED PRECAST STRUCTURES, ALL REINFORCEMENT SHALL HAVE A MINIMUM OF 2" (50 mm) OF COVER OVER THE STEEL ON THE INSIDE FACE.
9. THE TOP OPENING OF THE MANHOLE AND THE STEPS SHALL BE PLACED DIRECTLY OVER THE OUTLET OF THE STRUCTURE EXCEPT AS OTHERWISE NOTED ON PLANS.
10. CONCRETE BASE AND STUB WALLS SHALL BE POURED IN ONE OPERATION TO A POINT 2" (50 mm) ABOVE THE INLET AND OUTLET PIPES. ALL PIPES SHALL BE RIGIDLY SUPPORTED BY TEMPORARY PIERS OR OTHER METHODS DURING THE OPERATION. CONCRETE SHALL SET FOR 24 HOURS BEFORE PLACING PRECAST UNITS.

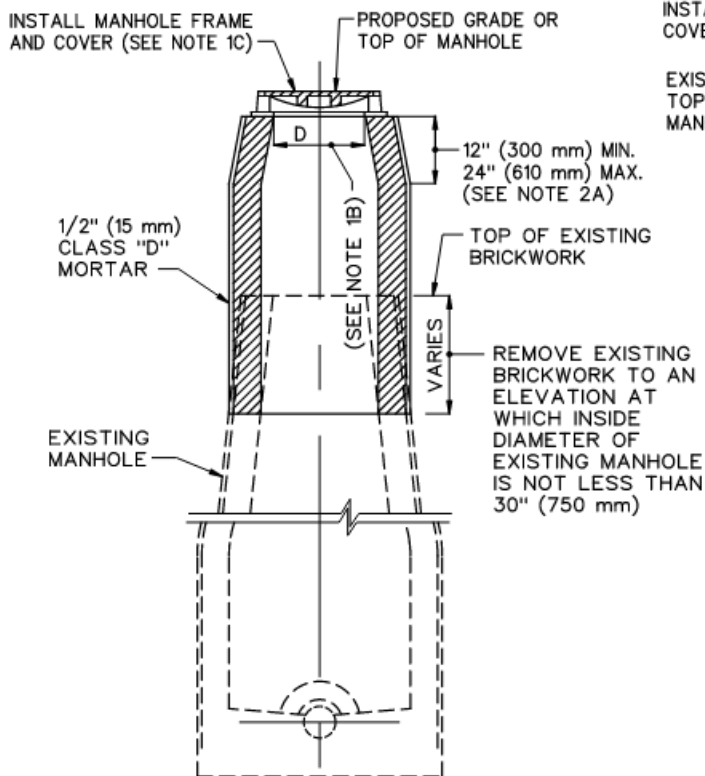
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PRECAST CONCRETE SEWER MANHOLE

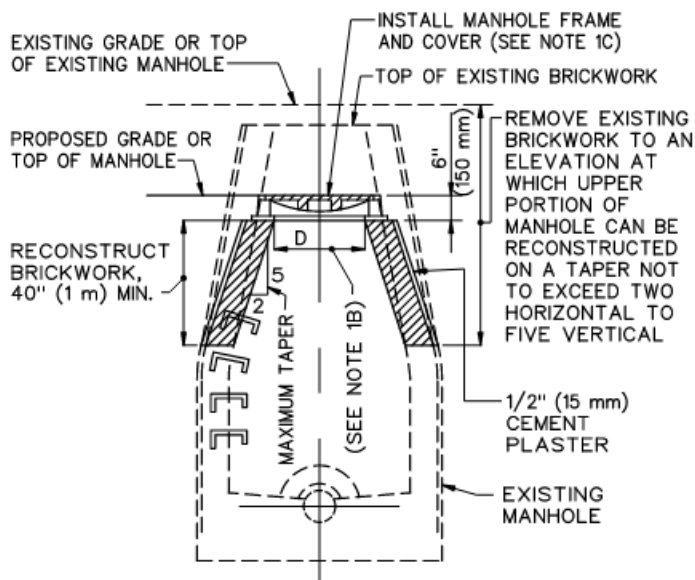
STANDARD PLAN

200-4

SHEET 2 OF 2

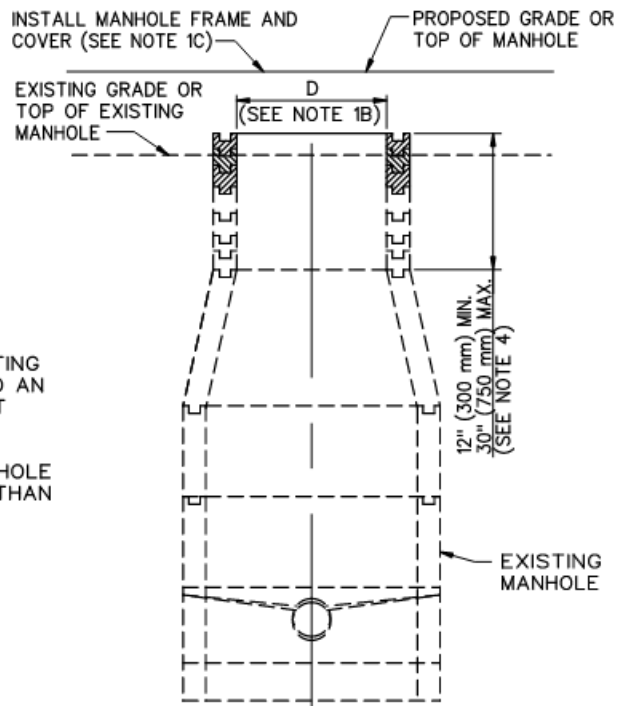


RAISING EXISTING BRICK MANHOLES

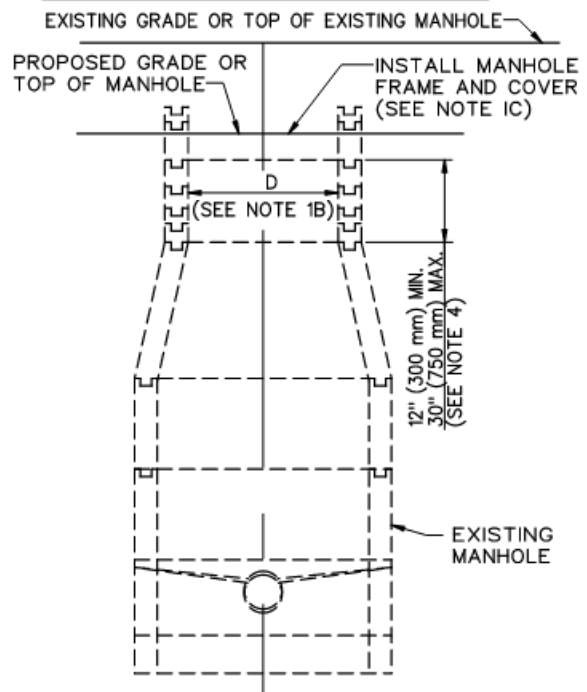


LOWERING EXISTING BRICK MANHOLES

BRICK MANHOLES



RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES



LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

PRECAST CONCRETE SEWER MANHOLES

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009, 2021

SEWER MANHOLE ADJUSTMENT

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

205-3

SHEET 1 OF 3

NOTES:

1. GENERAL

- A. EXCEPT AS INDICATED HEREON OR ON THE PLANS, MANHOLES SHALL CONFORM TO: SPPWC 200, PRECAST CONCRETE SEWER MANHOLE AND SPPWC 203, BRICK SEWER MANHOLE.
- B. DIMENSION "D" SHALL BE THE SAME AS THE SIZE OF MANHOLE FRAME AND COVER TO BE USED.
- C. THE CONTRACTOR MAY REUSE THE EXISTING MANHOLE FRAME AND COVER, UNLESS DAMAGED DURING THE WORK OR WHEN OTHERWISE SHOWN IN THE CONTRACT DOCUMENTS. ITEMS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH IDENTICAL NEW ITEMS AT NO EXPENSE TO THE AGENCY.
- D. EXISTING STEPS LOCATED WITHIN REMOVAL LIMITS SHALL BE REPLACED. WHEN REMOVAL OF EXISTING STEPS BEYOND THE MANHOLE REMOVAL LIMITS IS SHOWN ON THE PLANS, THE STEPS SHALL BE REMOVED TO A DEPTH OF 2" (50 mm) BEYOND THE INSIDE FACE OF THE BRICK MANHOLE AND THE HOLES SHALL BE FILLED WITH CLASS "D" MORTAR.

2. RAISING EXISTING BRICK MANHOLES

- A. BRICK MANHOLES TO BE RAISED LESS THAN 1' (300 mm) MAY BE EXTEND VERTICALLY, PROVIDED THAT AT A DEPTH OF 2 1/2' (750 mm) BELOW THE TOP OF THE MANHOLE AT ITS NEW ELEVATION, THE INSIDE DIAMETER OF THE MANHOLE IS 30" (750 mm) OR GREATER.
- B. BRICK MANHOLES TO BE RAISED LESS THAN 3 1/2" (90 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING BRICKWORK. IF THE BRICK MANHOLE IS TO BE RAISED 3 1/2" (90 mm) OR MORE, A NEW COURSE OR COURSES OF BRICKWORK SHALL BE PLACED ON TOP OF THE EXISTING BRICKWORK.

3. LOWERING EXISTING BRICK MANHOLES

- A. WHERE A BRICK MANHOLE IS TO BE LOWERED LESS THAN 1' (300 mm), THE FRAME MAY BE RESET ON THE EXISTING BRICKWORK AND THE 40" (1 m) MINIMUM BRICKWORK RECONSTRUCTION OMITTED, PROVIDED THAT THE BASE OF THE FRAME DOES NOT OVERHANG THE BRICKWORK ON THE INSIDE SURFACE OF THE MANHOLE MORE THAN AN AVERAGE OF 1 1/2" (35 mm) IN ANY QUADRANT NOR MORE THAN 2" (50 mm) AT ANY POINT.

4. RAISING EXISTING PRECAST CONCRETE SEWER MANHOLES

- A. PRECAST CONCRETE MANHOLES TO BE RAISED LESS THAN 3" (75 mm) MAY BE RAISED BY APPLYING CLASS "D" MORTAR TO THE TOP OF THE EXISTING MANHOLE, PROVIDED THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, DOES NOT EXCEED 3" (75 mm).
- B. WHERE THE PRECAST CONCRETE MANHOLE IS TO BE RAISED 3" (75 mm) OR MORE, OR WHERE THE TOTAL HEIGHT OF MORTAR, EXISTING AND NEWLY APPLIED, WOULD EXCEED 3" (75 mm), GRADE RINGS SHALL BE UTILIZED. CLASS "D" MORTAR MAY BE USED FOR FINAL ADJUSTMENT, BUT NOT MORE THAN 3" (75 mm) IN HEIGHT. WHERE RAISING THE MANHOLE WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING MORE THAN 30" (750 mm) IN HEIGHT, REMOVE THE REDUCER AND THE UPPER SEGMENT OF THE SHAFT, INSTALL ADDITIONAL RINGS OR PIPE TO THE LOWER SEGMENT OF THE SHAFT, AND REINSTALL THE REDUCER AND GRADE RINGS AS REQUIRED.

5. LOWERING EXISTING PRECAST CONCRETE SEWER MANHOLES

- A. REMOVE SUFFICIENT GRADE RINGS TO LOWER THE MANHOLES AS REQUIRED, APPLY CLASS "D" MORTAR TO A HEIGHT NOT EXCEEDING 3" (75 mm) FOR ADJUSTMENT TO FINAL GRADE.
- B. WHERE REMOVAL OF GRADE RINGS WOULD RESULT IN THE UPPER SEGMENT OF THE SHAFT BEING LESS THAN 12" (300 mm) IN HEIGHT, REMOVE THE REDUCER AND SUFFICIENT SECTIONS OF THE LOWER SEGMENT OF THE SHAFT AND REINSTALL ANY NECESSARY SEGMENT OF THE LOWER SHAFT, THE REDUCER, AND THE GRADE RINGS TO CONFORM TO THE REQUIREMENTS OF THIS PLAN.
- C. EXISTING GRADE RINGS NEED NOT BE REMOVED IF EXISTING MORTAR IS REMOVED, AND AT LEAST 1 1/2" (35 mm) OF MORTAR MAY BE PLACED ON TOP OF THE EXISTING GRADE RINGS TO RESEAT THE FRAME.

6. REPLACEMENT OF BRICK REDUCER WITH PRECAST CONCRETE REDUCER AND SHAFT
UNLESS OTHERWISE INDICATED ON THE PLANS, THE CONTRACTOR MAY INSTALL A PRECAST CONCENTRIC CONCRETE REDUCER, CONCRETE GRADE RINGS, AND CONCRETE PIPE IN LIEU OF RECONSTRUCTING A BRICK REDUCER, PROVIDED:

- A. THE MAXIMUM ID OF SEWER PIPE CONNECTED TO THE MANHOLE DOES NOT EXCEED 8" (200 mm).
- B. THE CONTRACTOR SECURES PRIOR APPROVAL FROM THE ENGINEER TO INSTALL THE CONCENTRIC REDUCER ONTO THE MANHOLE SHAFT. THE ENGINEER MAY, AS PART OF THE INSTALLATION REQUIREMENTS, REQUIRE THE CONTRACTOR TO COAT THE INSIDE OF THE REDUCER, RINGS, AND PIPE WITH AN APPROVED COATING.
- C. THE CONCRETE GRADE RINGS, THE CONCRETE REDUCER, AND ANY CONCRETE PIPE SHALL BE JOINED TOGETHER AND BEDDED ONTO THE EXISTING BRICK MANHOLE WITH CLASS "D" MORTAR. THE DEPTH, WIDTH, AND THICKNESS OF THE MORTAR SHALL BE OF SUFFICIENT DIMENSIONS TO PROPERLY AND ADEQUATELY JOIN AND BED THE COMPONENT PARTS.

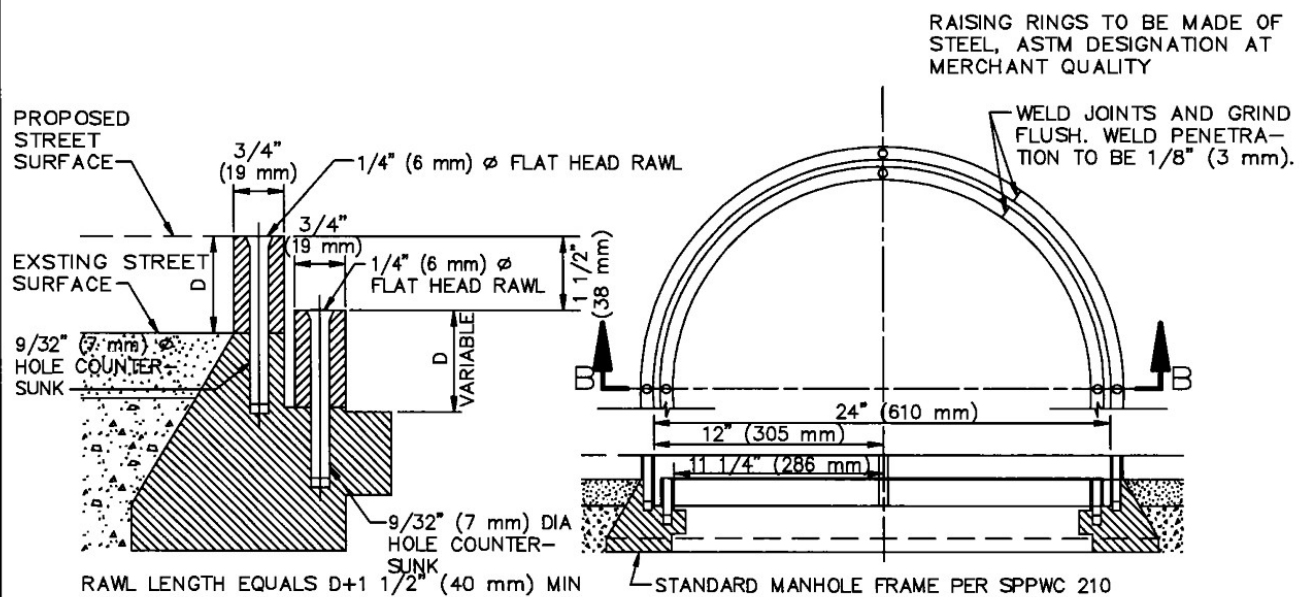
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SEWER MANHOLE ADJUSTMENT

STANDARD PLAN

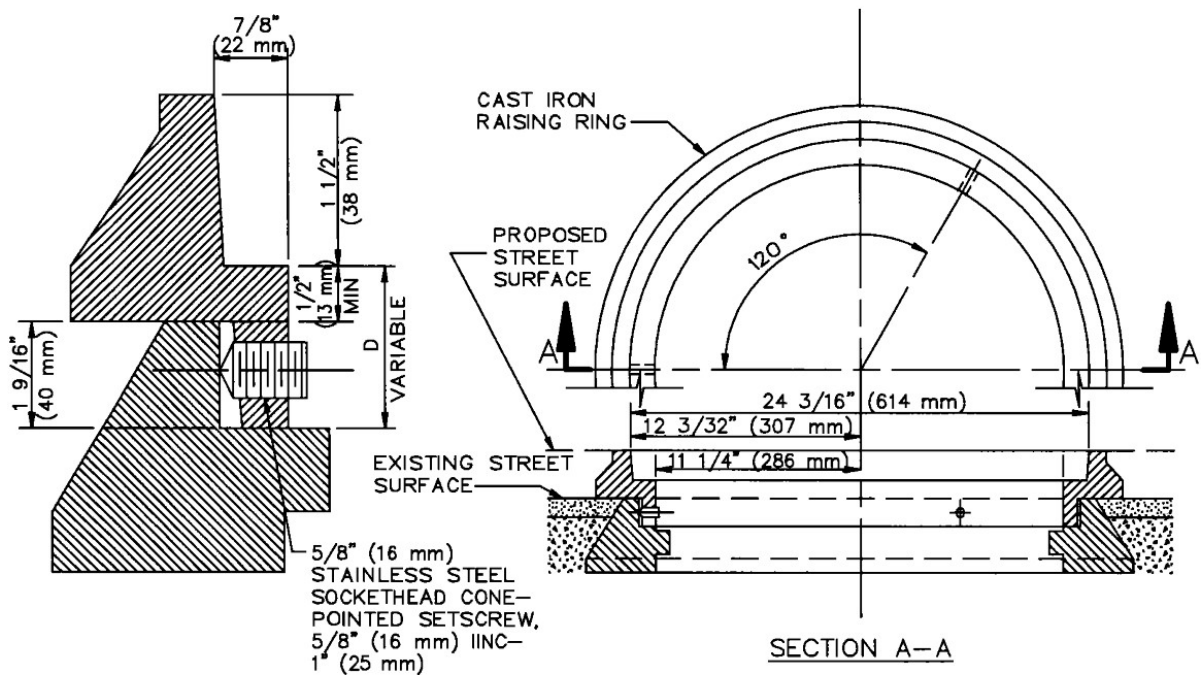
205-3

SHEET 3 OF 3



SECTION B-B

STEEL RAISING RINGS



CAST IRON RAISING RINGS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009

MANHOLE RAISING RINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

206-2

SHEET 1 OF 2

NOTES:

1. MACHINE SEATS FROM CAST IRON RINGS.
2. THE CAST IRON USED SHALL CONFORM TO SSPWC 206-3.
3. THE METAL RAISING RINGS MAY BE USED IN LIEU OF THE REGULAR METHOD OF ADJUSTMENT UTILIZING MORTAR OR BRICK AND MORTAR UNDER THE FOLLOWING CONDITIONS.
 - A. ONLY ONE ADJUSTMENT WITH RAISING RINGS WILL BE ALLOWED ON ANY MANHOLE.
 - B. MAXIMUM "D" SHALL BE 3" (75 mm).

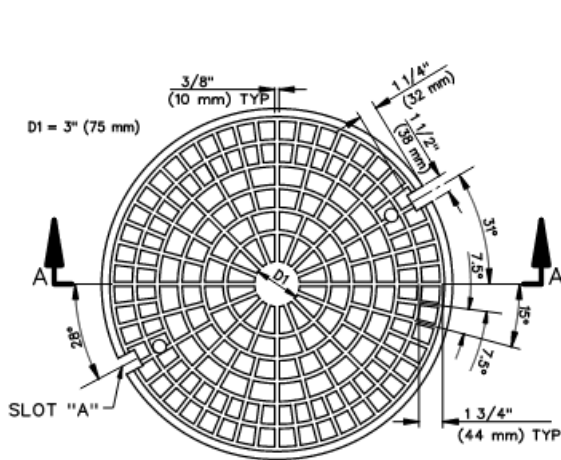
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

MANHOLE RAISING RINGS

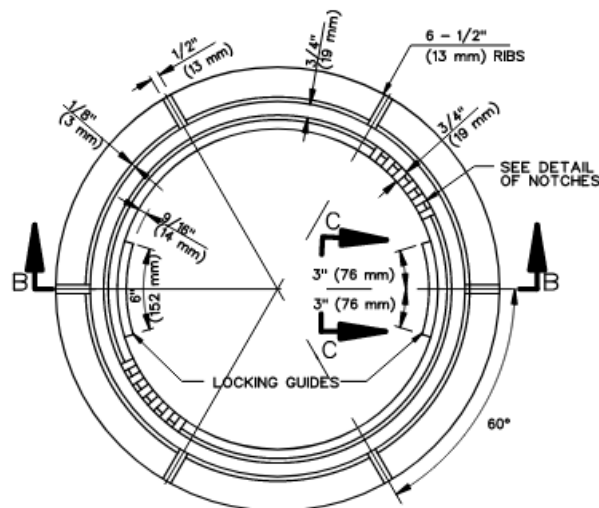
STANDARD PLAN

206-2

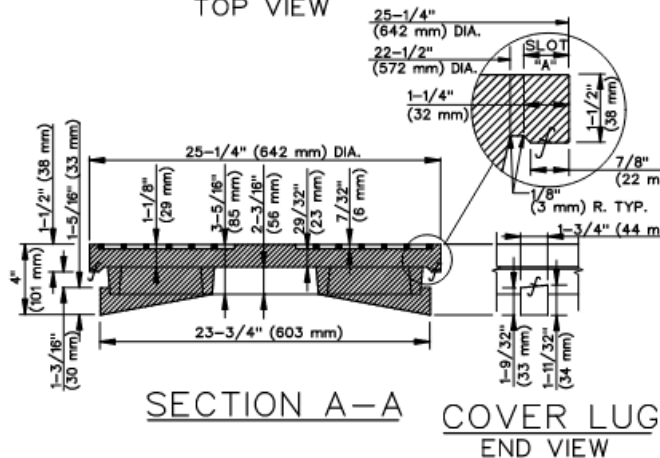
SHEET 2 OF 2



PLAN OF COVER
TOP VIEW

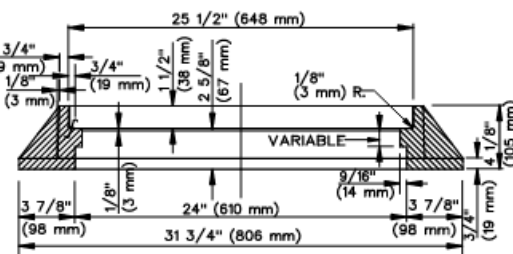


PLAN OF FRAME

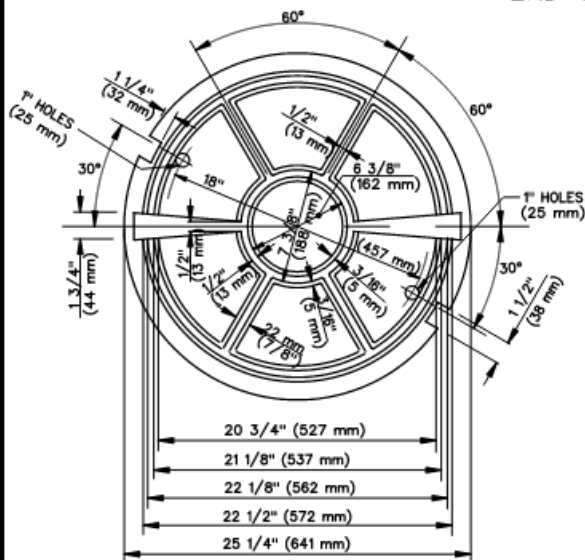


SECTION A-A

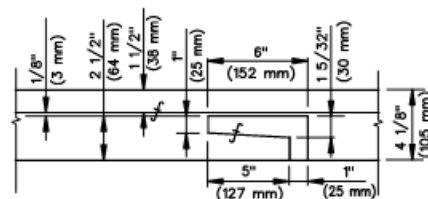
COVER LUG
END VIEW



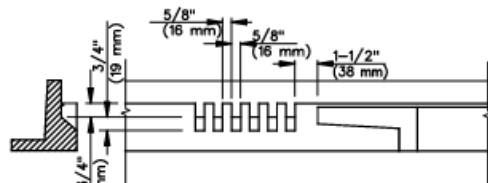
SECTION B-B



PLAN OF COVER
BOTTOM VIEW



LOCKING GUIDE
SECTION C-C



DETAIL OF NOTCHES

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1993, 1996, 2009, 2021

24" (610 mm) MANHOLE FRAME
AND COVER LOCKING TYPE

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

210-4

SHEET 1 OF 2

NOTES

1. EXCEPT AS OTHERWISE INDICATED ON THE PLANS, ALL HOUSE CONNECTION SEWERS SHALL BE TYPE "A" AND SHALL BE CONSTRUCTED ON STRAIGHT LINES AND GRADES BETWEEN CONTROL POINTS AND ELEVATIONS.
2. DIMENSIONS:
 - A. $Y = 6'$ (1.85 m)
 - B. LENGTHS "A" AND "B" – SEE PLANS
 - C. HEIGHT "H" – SEE PLANS
 - D. ELEVATIONS "E" AND "F" – SEE PLANS
3. ALL HOUSE CONNECTION SEWER PIPE SHALL BE 150 mm (6") UNLESS OTHERWISE INDICATED AND MAY BE ANY OF THE FOLLOWING:

- A. VC PIPE
- B. PE PIPE
- C. ABS SOLID WALL PIPE
- D. ABS COMPOSITE PIPE
- E. PVC PLASTIC PIPE

PROVIDED THAT CHANGES FROM ONE TYPE OF MATERIAL OR SIZE TO ANOTHER SHALL BE MADE ONLY BY MEANS OF SUITABLE ADAPTERS APPROVED BY THE ENGINEER.

4. THE UPPER END OF THE HOUSE CONNECTION SHALL BE SEALED BY INSTALLING A CAP AND SEALING THE CAP WITH 1" (25 mm) THICK TYPE "F" MORTAR AROUND THE CIRCUMFERENCE OF THE CAP.
5. EXCEPT AS CONTROLLED BY ELEVATIONS INDICATED ON THE PROJECT PLANS, THE MINIMUM SLOPE FOR ALL PIPE SHALL BE 2% ($S=0.02$ MINIMUM).
6. THE FIGURE IN A CIRCLE ON THE PLANS ADJACENT TO A HOUSE CONNECTION SEWER STATION INDICATES THE DEPTH IN FEET (METERS) BELOW THE EXISTING TOP OF CURB TO WHICH THE INVERT OF THE UPPER END OF THE HOUSE CONNECTION SEWER SHALL BE CONSTRUCTED. IF NO DEPTH IS INDICATED, THE INVERT OF THE UPPER END SHALL BE THE ELEVATION SHOWN ON THE PROFILE. WHERE NEITHER DEPTH NOR ELEVATION IS INDICATED, THE INVERT SHALL BE 6' (1.85 m) BELOW THE TOP OF THE EXISTING CURB.
7. BRANCHES SHALL BE EITHER TEES OR WYES AND SHALL BE ROTATED UPWARD FROM THE HORIZONTAL TO AN ANGLE OF $22\frac{1}{2}^{\circ}$ TO 45° WHEN TEES ARE USED. BENDS ARE NOT REQUIRED BUT MAY BE USED AT THE OPTION OF THE CONTRACTOR. WHEN THE BRANCH ROTATION DOES NOT CONFORM TO THE SLOPE OF THE HOUSE CONNECTION SEWER, PULLED JOINTS MAY BE USED FOR ADJUSTMENT.
8. THE MAXIMUM DEFLECTION AT EACH JOINT FOR 4" (100 mm) AND 6" (150 mm) VITRIFIED CLAY PIPE HOUSE CONNECTION SEWERS SHALL BE 4", WHICH IS EQUAL TO A PULL OF $\frac{9}{16}"$ (14 mm) FOR A 6" (150 mm) PIPE AND $\frac{3}{8}"$ (10 mm) FOR A 4" (100 mm) PIPE. (PULL IS DEFINED AS THE SEPARATION OF THE ABUTTING PIPE ENDS ON THE CONVEX SIDE OF THE CURVE MEASURED AT THE OUTSIDE PIPE BARREL.)
9. CONNECTION OF A BUILDING SEWER SMALLER THAN 6" (150 mm) TO A 6" (150 mm) HOUSE CONNECTION SEWER SHALL BE MADE USING AN APPROVED INCREASER TEE OR AN INCREASER FOLLOWED BY A TEE.
10. ALL HOUSE CONNECTION SEWERS OR PORTIONS THEREOF CONSTRUCTED ON A SLOPE EXCEEDING 45° SHALL BE ANCHORED PER SPPWC 221.
11. HOUSE CONNECTION SEWERS CONSTRUCTED PURSUANT TO A HOUSE CONNECTION PERMIT SHALL CONFORM TO ALL APPLICABLE STATUTES AND ORDINANCES.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

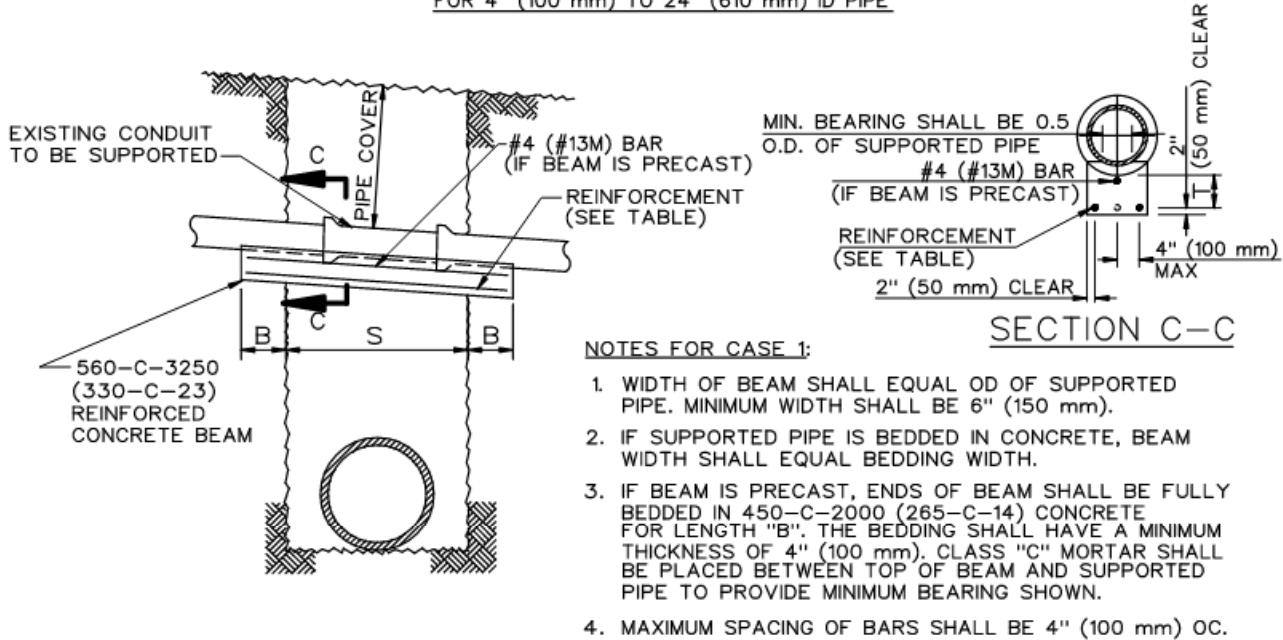
HOUSE CONNECTION SEWER

STANDARD PLAN

222-2

SHEET 2 OF 2

CASE 1 REINFORCED CONCRETE BEAM FOR 4" (100 mm) TO 24" (610 mm) ID PIPE



NOTES FOR CASE 1:

1. WIDTH OF BEAM SHALL EQUAL OD OF SUPPORTED PIPE. MINIMUM WIDTH SHALL BE 6" (150 mm).
2. IF SUPPORTED PIPE IS BEDDED IN CONCRETE, BEAM WIDTH SHALL EQUAL BEDDING WIDTH.
3. IF BEAM IS PRECAST, ENDS OF BEAM SHALL BE FULLY BEDDED IN 450-C-2000 (265-C-14) CONCRETE FOR LENGTH "B". THE BEDDING SHALL HAVE A MINIMUM THICKNESS OF 4" (100 mm). CLASS "C" MORTAR SHALL BE PLACED BETWEEN TOP OF BEAM AND SUPPORTED PIPE TO PROVIDE MINIMUM BEARING SHOWN.
4. MAXIMUM SPACING OF BARS SHALL BE 4" (100 mm) OC.

SEE REINFORCED CONCRETE BEAM TABLE (DIMENSIONS AND REINFORCEMENT) ON SHEET 2, THIS PLAN.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1996, 2009, 2021

SUPPORTS FOR CONDUITS ACROSS TRENCHES

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

224-3

SHEET 1 OF 4

REINFORCED CONCRETE BEAM (DIMENSIONS AND REINFORCEMENT)

PIPE COVER

S	PIPE COVER											
	0' TO 8'-0"				8'-0" TO 12'-0"				12'-0" TO 16'-0"			
	(0 m TO 2.4 m)				(2.4 m TO 3.7 m)				(3.7 m TO 4.9 m)			
	T	BARS	B	T	BARS	B	T	BARS	B	T	BARS	B
0' TO 4'-0" (0 TO 1.20 m)	8" (200 mm)	#4 (#13M)	1'-6" (0.50 m)	8" (200 mm)	#4 (#13M)	1'-6" (0.50 m)	9" (230 mm)	#4 (#13M)	1'-6" (0.50 m)	10" (255 mm)	#4 (#13M)	1'-6" (0.50 m)
4'-0" TO 5'-0" (1.20 TO 1.50 m)	8" (200 mm)	#4 (#13M)	1'-6" (0.50 m)	9 1/2" (250 mm)	#4 (#13M)	1'-6" (0.50 m)	11" (280 mm)	#5 (#16M)	1'-6" (0.50 m)	12 1/2" (320 mm)	#5 (#16M)	1'-6" (0.50 m)
5'-0" TO 6'-0" (1.50 TO 1.85 m)	9" (230 mm)	#4 (#13M)	1'-6" (0.50 m)	11" (280 mm)	#5 (#16M)	1'-6" (0.50 m)	12 1/2" (320 mm)	#5 (#16M)	1'-6" (0.50 m)	13 1/2" (340 mm)	#5 (#16M)	2'-0" (0.60 m)
6'-0" TO 7'-0" (1.85 TO 2.15 m)	10" (255 mm)	#5 (#16M)	1'-6" (0.50 m)	12 1/2" (320 mm)	#5 (#16M)	2'-0" (0.60 m)	14 1/2" (370 mm)	#5 (#16M)	2'-0" (0.60 m)	15 1/2" (395 mm)	#5 (#16M)	2'-0" (0.60 m)
7'-0" TO 8'-0" (2.15 TO 2.45 m)	11" (280 mm)	#5 (#16M)	1'-6" (0.50 m)	14" (355 mm)	#5 (#16M)	2'-0" (0.60 m)	16" (410 mm)	#5 (#16M)	2'-0" (0.60 m)	17 1/2" (445 mm)	#5 (#16M)	2'-6" (0.75 m)
8'-0" TO 9'-0" (2.45 TO 2.75 m)	12 1/2" (320 mm)	#5 (#16M)	2'-0" (0.60 m)	15 1/2" (395 mm)	#6 (#19M)	2'-6" (0.75 m)	17 1/2" (445 mm)	#6 (#19M)	3'-0" (0.90 m)	19 1/2" (495 mm)	#6 (#19M)	2'-6" (0.75 m)
9'-0" TO 10'-0" (2.75 TO 3.00 m)	13 1/2" (340 mm)	#6 (#19M)	2'-0" (0.60 m)	17" (430 mm)	#6 (#19M)	2'-6" (0.75 m)	19 1/2" (495 mm)	#6 (#19M)	3'-0" (0.90 m)	21 1/2" (545 mm)	#6 (#19M)	3'-0" (0.90 m)
10'-0" TO 11'-0" (3.00 TO 3.35 m)	14 1/2" (370 mm)	#6 (#19M)	2'-6" (0.75 m)	18 1/2" (470 mm)	#6 (#19M)	3'-0" (0.90 m)	21" (535 mm)	#6 (#19M)	3'-0" (0.90 m)	23 1/2" (595 mm)	#7 (#22M)	3'-0" (0.90 m)
11'-0" TO 12'-0" (3.35 TO 3.65 m)	15 1/2" (395 mm)	#6 (#19M)	2'-6" (0.75 m)	20" (510 mm)	#6 (#19M)	3'-0" (0.90 m)	23" (585 mm)	#7 (#22M)	3'-6" (1.10 m)	25 1/2" (650 mm)	#7 (#22M)	3'-6" (1.10 m)
12'-0" TO 13'-0" (3.65 TO 4.00 m)	17" (430 mm)	#6 (#19M)	3'-0" (0.90 m)	21 1/2" (545 mm)	#7 (#22M)	3'-6" (1.10 m)	24 1/2" (625 mm)	#7 (#22M)	3'-6" (1.10 m)	27 1/2" (700 mm)	#7 (#22M)	4'-0" (1.20 m)
13'-0" TO 14'-0" (4.00 TO 4.25 m)	18" (455 mm)	#7 (#22M)	3'-0" (0.90 m)	23" (585 mm)	#7 (#22M)	3'-6" (1.10 m)	26 1/2" (750 mm)	#7 (#22M)	4'-0" (1.20 m)	29 1/2" (800 mm)	#7 (#22M)	4'-0" (1.20 m)
14'-0" TO 15'-0" (4.25 TO 4.60 m)	19" (485 mm)	#7 (#22M)	3'-0" (0.90 m)	25" (635 mm)	#7 (#22M)	4'-0" (1.20 m)	28" (710 mm)	#7 (#22M)	4'-0" (1.20 m)	31 1/2" (800 mm)	#7 (#22M)	
15'-0" TO 16'-0" (4.60 TO 4.90 m)	20 1/2" (520 mm)	#7 (#22M)	3'-6" (1.10 m)	26 1/2" (675 mm)	#7 (#22M)	4'-0" (1.20 m)	30" (760 mm)	#8 (#25M)				
16'-0" TO 17'-0" (4.90 TO 5.20 m)	21 1/2" (545 mm)	#7 (#22M)	3'-6" (1.10 m)	28" (710 mm)	#8 (#25M)	4'-6" (1.40 m)						
17'-0" TO 18'-0" (5.20 TO 5.50 m)	22 1/2" (570 mm)	#8 (#25M)	4'-6" (1.40 m)	29 1/2" (750 mm)	#8 (#25M)	4'-6" (1.40 m)						

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

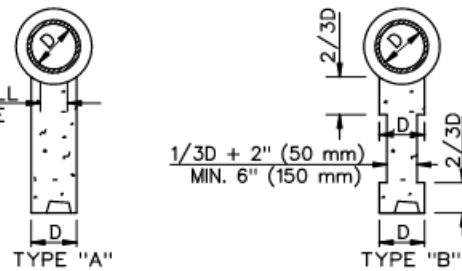
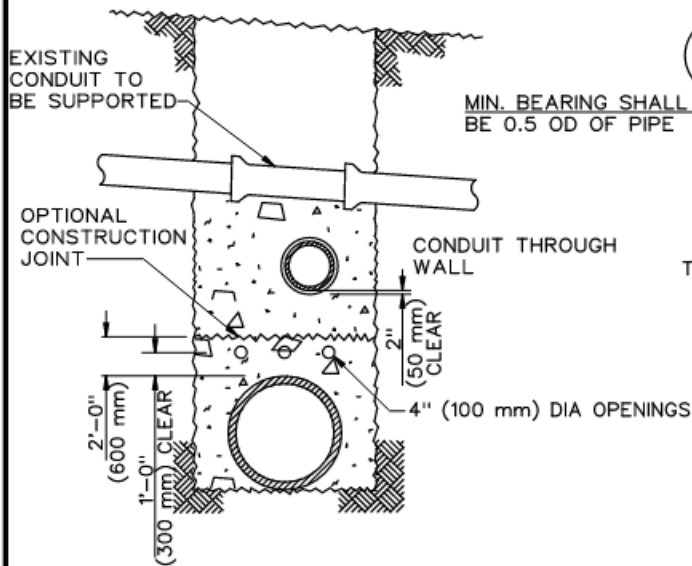
SUPPORTS FOR CONDUITS ACROSS TRENCHES

STANDARD PLAN

224-3

SHEET 2 OF 4

CASE 2 CONCRETE WALL

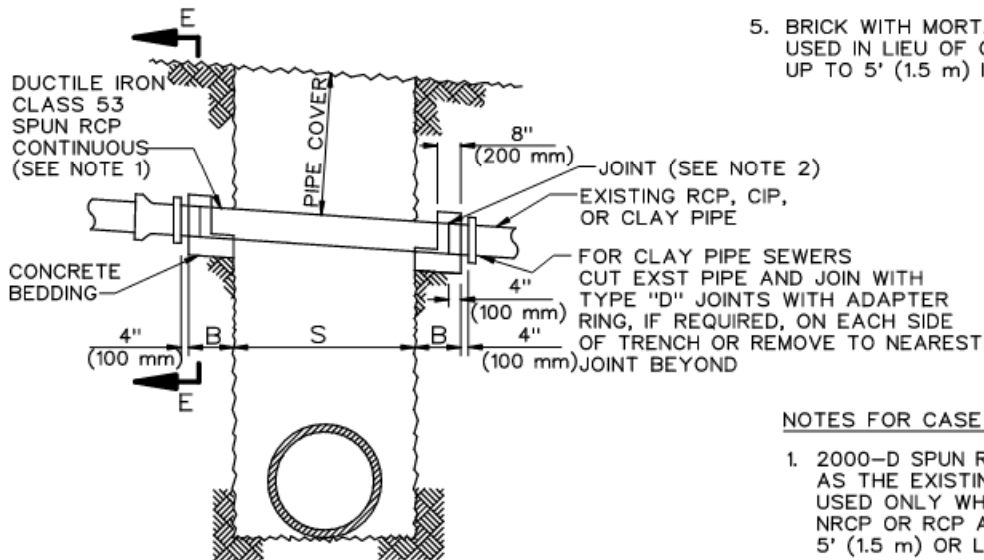


WALL SECTION

NOTES FOR CASE 2:

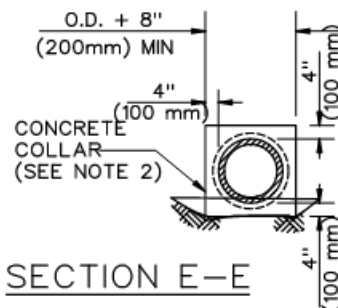
1. THE SUPPORTING WALL SHALL HAVE A FIRM BEARING ON THE SUBGRADE AND AGAINST THE SLIDES OF THE EXCAVATION.
2. ANY CONDUIT PASSING THROUGH THE WALL SHALL HAVE 2" (50 mm) CLEARANCE FROM THE WALL.
3. 4" (100 mm) DIA OPENING THROUGH THE WALL AT 2' (600 mm) OC HORIZONTALLY AND AT 5' (1.5 m) OC VERTICALLY SHALL BE PROVIDED TO PREVENT UNEQUAL PRESSURE RESULTING FROM JETTED BACKFILL.
4. IF SUPPORTED PIPE IS BEDDED IN CONCRETE, MINIMUM THICKNESS OF WALL SHALL EQUAL BEDDING WIDTH.
5. BRICK WITH MORTAR JOINTS MAY BE USED IN LIEU OF CONCRETE FOR WALLS UP TO 5' (1.5 m) IN HEIGHT OR LENGTH.

CASE 3 DUCTILE IRON PIPE



NOTES FOR CASE 3:

1. 2000-D SPUN RCP OF SAME DIAMETER AS THE EXISTING PIPE MAY BE USED ONLY WHEN THE EXISTING PIPE IS NRCP OR RCP AND THE TRENCH WIDTH IS 5' (1.5 m) OR LESS.
2. THE CONCRETE COLLAR JOINT SHALL BE USED FOR JOINTS IN STORM DRAIN PIPE.



SECTION E-E

ALLOWABLE SPANS AND MIN. REQUIRED BEARING FOR DUCTILE IRON PIPE

DEPTH OF COVER	6" (150 mm) PIPE		8" (200 mm) PIPE		10" (250 mm) PIPE	
	S (Max)	B (Min)	S (Max)	B (Min)	S (Max)	B (Min)
8'-0" TO 16'-0" (2.45 TO 4.90 m)	11'-0" (3.35 m)	1'-6" (0.50 m)	13'-6" (4.10 m)	1'-6" (0.50 m)	16'-6" (5.03 m)	2'-0" (0.60 m)
8'-0" TO 16'-0" (2.45 TO 4.90 m)	8'-0" (2.45 m)	1'-6" (0.50 m)	10'-0" (3.00 m)	2'-0" (0.60 m)	12'-0" (3.65 m)	2'-0" (0.60 m)
16'-0" TO 25'-0" (4.90 TO 7.60 m)	7'-0" (2.15 m)	1'-6" (0.50 m)	9'-0" (2.75 m)	2'-0" (0.60 m)	10'-6" (3.20 m)	2'-6" (0.75 m)

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SUPPORTS FOR CONDUITS ACROSS TRENCHES

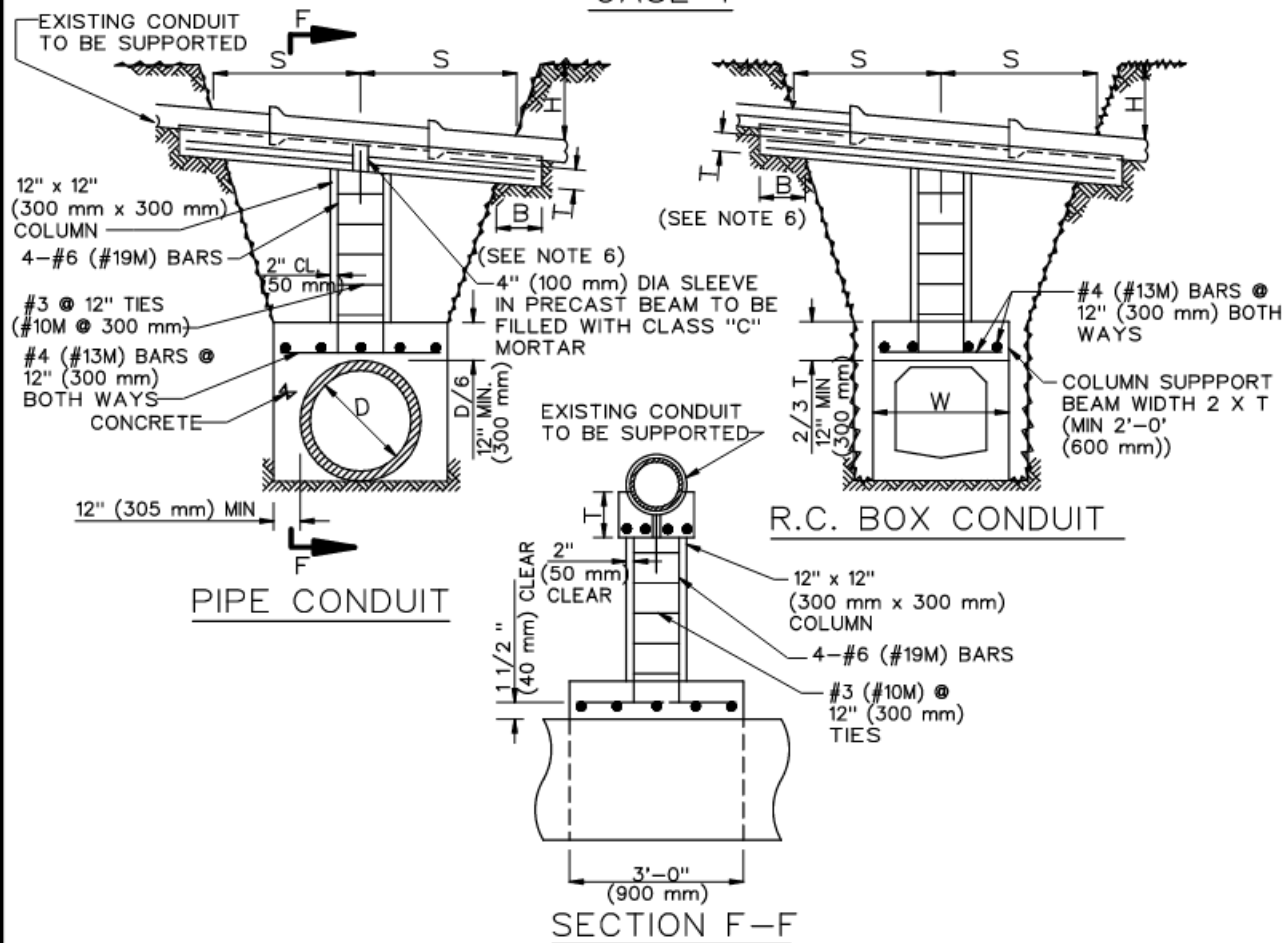
STANDARD PLAN

224-3

SHEET 3 OF 4

COLUMN SUPPORT WITH REINFORCED CONCRETE BEAM

CASE 4



NOTES FOR CASE 4:

1. SPAN "S" SHALL BE MAXIMUM 18' (5.5 m) FOR EARTH COVER 8' (2.45 m) OR LESS, 12' (3.65 m) FOR EARTH COVER 16' (4.9 m) OR LESS, AND 10' (3.0 m) FOR OVER 16' (4.9 m) EARTH COVER.
2. CONCRETE SHALL BE CLASS 560-C-3250 (330-C-23).
3. WHEN THE PIPE TO BE SUPPORTED CROSSES THE TRENCH ON A SKEW ANGLE, THE WALL OR BEAM WHICH SUPPORTS THE COLUMN SHALL BE CONSTRUCTED AT RIGHT ANGLE TO THE TRENCH.
4. SUPPORT SYSTEM MAY BE USED OVER CAST-IN-PLACE STRUCTURES.
5. BACKFILL ABOVE THE SUPPORT BEAM SHALL NOT BE PLACED UNTIL 72 HOURS AFTER THE SUPPORT IS POURED.
6. REINFORCED CONCRETE BEAM DIMENSIONED AND REINFORCED PER TABLE UNDER CASE 1.

GENERAL NOTES

1. "S" IS THE SPAN OF THE PIPE SUPPORT MEASURED ALONG ITS CENTERLINE.
2. "B" IS THE LENGTH OF BEARING OF THE SUPPORT AGAINST UNDISTURBED EARTH MEASURED ALONG THE PIPE CENTERLINE.
3. CASE 2 SHALL BE USED FOR PARTIAL CROSSINGS, EXCEPT THAT WHERE THE DISTANCE FROM A SEWER CHIMNEY TO UNDISTURBED EARTH IS 18" (450 mm) OR LESS, THE TRENCH BACKFILL MAY BE DENSIFIED TO 18" (450 mm) ABOVE A HOUSE CONNECTION SEWER AND THEN RE-EXCAVATED FOR THE PIPE INSTALLATION.
4. ANY SEWER OR STORM DRAIN EXPOSED OR PARTIALLY EXPOSED IN A TUNNEL EXCAVATION SHALL BE SUPPORTED WITH A WALL, CASE 2.
5. IF BEDDING IS REMOVED FROM AN EXISTING PIPE THAT WILL REMAIN IN PLACE, THE PIPE SHALL BE BEDDED WITH CONCRETE.
6. UNLESS OTHERWISE NOTED, CONCRETE SHALL BE CLASS 450-C-2000 (265-C-14).

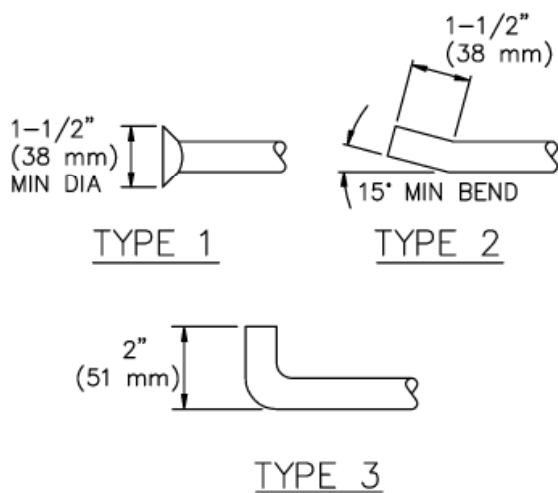
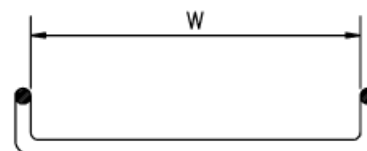
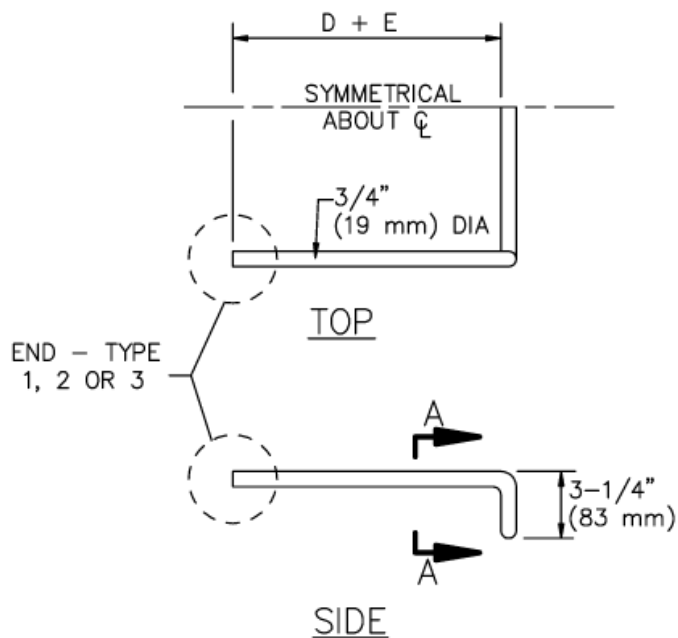
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

SUPPORTS FOR CONDUITS ACROSS TRENCHES

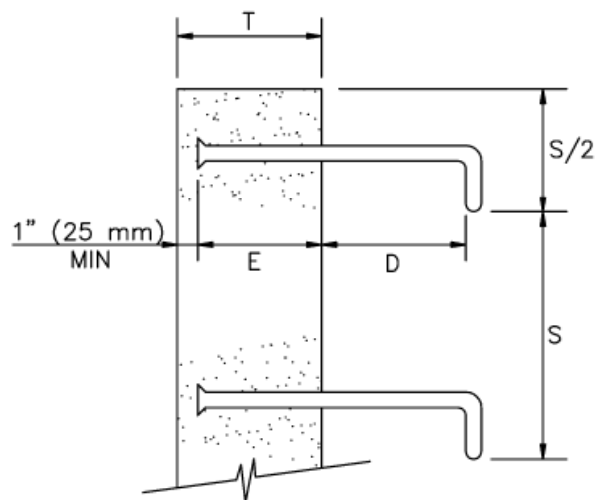
STANDARD PLAN

224-3

SHEET 4 OF 4



END DETAILS-SIDE VIEW



INSTALLATION DETAIL

UNLESS OTHERWISE NOTED:

D = 7" (175 mm)

E = 6" (150 mm) OR T - 1" (25 mm), WHICHEVER IS LESS
MINIMUM E IS 3" (75 mm)

S = 12" (300 mm) MAX, EVENLY SPACED

W = 16" (400 mm) MIN

FOR MANHOLES AND UNDERGROUND VAULTS:

S = 16" (400 mm) MAX, EVENLY SPACED

W = 14" (350 mm) MIN

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1984
REV. 1992, 1996, 2009

STEEL STEP

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

635-3

SHEET 1 OF 2

NOTES:

1. STEPS SHALL BE STEEL CONFORMING TO ASTM A307 AND SHALL BE GALVANIZED AFTER FABRICATION. UNLESS OTHERWISE NOTED, STEPS MAY ALSO BE POLYPROPYLENE STEPS, STEEL REINFORCED, CONFORMING TO SPPWC 636.
2. IF STAINLESS STEEL STEPS ARE REQUIRED, THE MATERIAL SHALL CONFORM TO ASTM A276, 300 SERIES.
3. STEP ENDS MAY BE TYPE 1, 2 OR 3, AS SHOWN.
4. BOTTOM STEP SHALL BE A MAXIMUM OF 2' (600 mm) ABOVE FLOOR OR SHELF.
5. STEPS WITH TYPE 1 OR 2 ENDS MAY BE CAST IN PLACE, OR PLACED IN THE CENTER OF 1-1/2" (40 mm) MIN DIA DRILLED OR FORMED HOLES AND SET WITH HIGH STRENGTH NON-SHRINK GROUT, 6000 PSI (40 MPa) MIN. STEPS WITH TYPE 3 ENDS SHALL BE CAST-IN-PLACE.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STEEL STEP

STANDARD PLAN

635-3

SHEET 2 OF 2

NOTES:

1. ALL MANHOLES SHALL BE PROVIDED WITH A STANDARD PULL RING IN ACCORDANCE WITH S-a-220. THE PULL RING SHALL BE LOCATED 5" ABOVE THE TOP OF PIPE ON THE UPSTREAM SIDE OF THE MANHOLE AND ALONG THE AXIS OF THE DOWNSTREAM OUTLET. WHERE THE MANHOLE IS TO BE USED AS A DOWNSTREAM SIPHON MANHOLE, IT SHALL BE PROVIDED WITH AN ADDITIONAL STANDARD PULL RING, BUT LOCATED 5" ABOVE THE TOP OF PIPE ON THE DOWNSTREAM SIDE OF THE MANHOLE AND ON THE CENTERLINE OF THE UPSTREAM SIPHON PIPE.
2. MANHOLE STEPS SHALL BE IN ACCORDANCE WITH S-a-209 AND SHALL BE UNIFORMLY SPACED NOT MORE THAN 16" APART. THE TOP STEP SHALL BE PLACED WITHIN 16" BELOW THE MANHOLE FRAME. THE BOTTOM MANHOLE STEP SHALL BE PLACED WITHIN 16" ABOVE THE SHELF. IN MANHOLE SHAFTS 36" IN DIAMETER AND LARGER, THE MANHOLE STEPS SHALL PROJECT 5". IN MANHOLE SHAFTS SMALLER THAN 36" IN DIAMETER, THE MANHOLE STEPS SHALL PROJECT 4". THE MANHOLE STEPS SHALL BE PLACED SUCH THAT THEY ARE ADJACENT TO BUT NOT INTERFERING WITH ACCESS TO THE PULL RING.
3. THE MANHOLE SHALL BE PROVIDED WITH PLASTIC LINER WITH LOCKING EXTENSIONS. THE PLASTIC LINER AND ITS INSTALLATION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. THE LINER SHALL EXTEND FROM THE BOTTOM OF THE ADJUSTING RINGS TO THE TOP OF THE SHELF. LINER RETURNS SHALL BE PROVIDED WHERE THE LINER TERMINATES AT THE ADJUSTING RING AND THE SHELF. THE JOINT BETWEEN THE LINER AND THE STAINLESS STEEL STEPS AND PULL RING SHALL BE THOROUGHLY SEALED WITH MASTIC SEAM MATERIAL AS MANUFACTURED BY LINABOND INC., CAMARILLO, CALIFORNIA (805) 484-7373, OR EQUAL, AFTER APPLICATION OF CLA-2 ACTIVATOR ON PLASTIC LINER AND EP30-HS PRIMER ON STEEL SURFACES. APPLICATION OF SEALANT AND PREPARATION OF SURFACES SHALL BE IN STRICT CONFORMANCE WITH THE MANUFACTURER'S DIRECTIONS.
4. UNLESS OTHERWISE SPECIFIED, ALL CONCRETE SHALL BE 660-C-4000 ALL REINFORCING BARS SHALL BE DEFORMED BARS CONFORMING TO ASTM-A706 GRADE 60.
5. IN PAVED AREAS SUBJECT TO TRAFFIC, A 24" TRAFFIC MANHOLE FRAME AND COVER IN ACCORDANCE WITH S-a-228 SHALL BE PROVIDED. IN ALL OTHER AREAS, A 24" LOCKING MANHOLE FRAME AND COVER IN ACCORDANCE WITH S-a-207 SHALL BE PROVIDED. IF A 30" MANHOLE FRAME AND COVER IS REQUIRED, A FRAME AND COVER IN ACCORDANCE WITH S-a-223 SHALL BE PROVIDED. IN UNIMPROVED AREAS, MANHOLE COVER SHALL BE SET 6" ABOVE SURROUNDING GRADE.
6. A 12" WIDE BY 12" HIGH CONCRETE RING SHALL BE PROVIDED AROUND THE MANHOLE FRAME. IN UNPAVED AREAS, THE CONCRETE RING SHALL BE PROVIDED WITH #3 REBAR, 30 DIAMETER LAP. WIDTH OF RING SHALL BE 12" AS MEASURED FROM CENTER OF LIFTING EYE; HEIGHT SHALL BE AS MEASURED FROM 1.5" BELOW FINAL GRADE IN PAVED AREAS AND AT GRADE IN UNPAVED AREAS.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

ROBERT FERRANTE
CHIEF ENGINEER

STANDARD MANHOLE, TYPE "D"

STANDARD DRAWING
2021 EDITION

S - a - 2 0 4

SHEET 2 OF 3

NOTES CONT.:

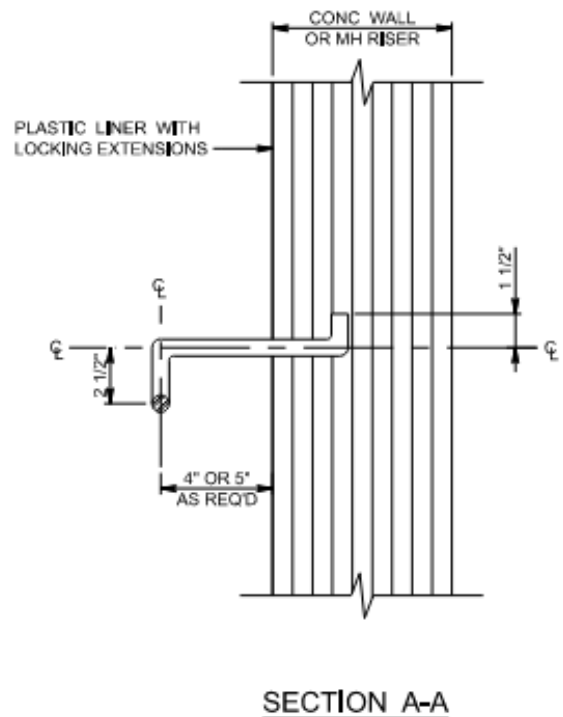
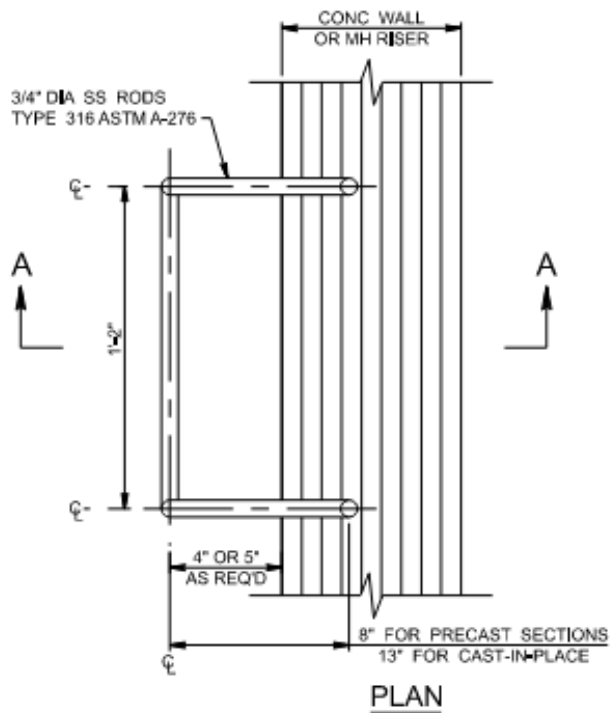
7. EXCEPT AS NOTED HEREON, THE PRECAST UNITS SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH ASTM C478. THE CURING OF THE PRECAST UNITS SHALL CONFORM TO SECTION 207-2.7 OF THE STANDARD SPECIFICATIONS. AS AN ALTERNATE, THE UNITS MAY BE CURED USING SATURATED STEAM FOR A MINIMUM OF 12 HOURS FOLLOWED BY 6 DAYS OF WATER CURING OR MEMBRANE CURING. IF THE UNITS ARE CURED BY THE ALTERNATE METHOD, THEY SHALL NOT BE SHIPPED PRIOR TO 8 DAYS AFTER CASTING NOR UNTIL THE CONCRETE HAS ATTAINED A MINIMUM STRENGTH OF 4,000 PSI. THE RISER SECTIONS MAY BE REINFORCED OR UNREINFORCED. REINFORCED SECTIONS, INCLUDING ECCENTRIC CONES, SHALL HAVE A MINIMUM WALL THICKNESS OF 5" AND UNREINFORCED SECTIONS, INCLUDING CONES, SHALL HAVE A MINIMUM WALL THICKNESS OF 6". JOINTS SHALL BE TONGUE AND GROOVE AND SHALL BE ASSEMBLED USING CLASS "B" MORTAR. THE MORTARED JOINTS SHALL BE FLUSH AND TROWELED SMOOTH.
8. THE TOP PORTION OF THE PIPES WITHIN THE MANHOLE SHALL BE CUT OUT AS NECESSARY TO PROVIDE A CIRCULAR OPENING BETWEEN THE PIPE ENDS OF AT LEAST 42". THE CUT ENDS SHALL BE PLASTERED SMOOTH WITH CEMENT MORTAR FOR CONCRETE PIPE AND EPOXY FOR CLAY PIPE. THE CIRCULAR OPENING SHALL BE CUT PRIOR TO INSTALLATION OF THE RISER SECTIONS.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

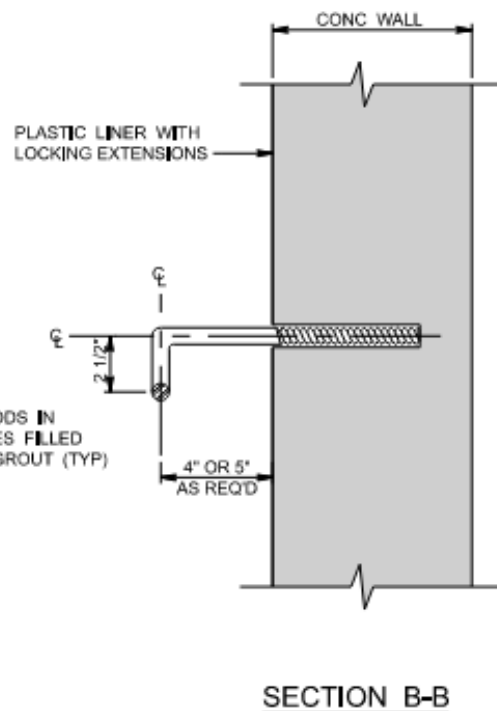
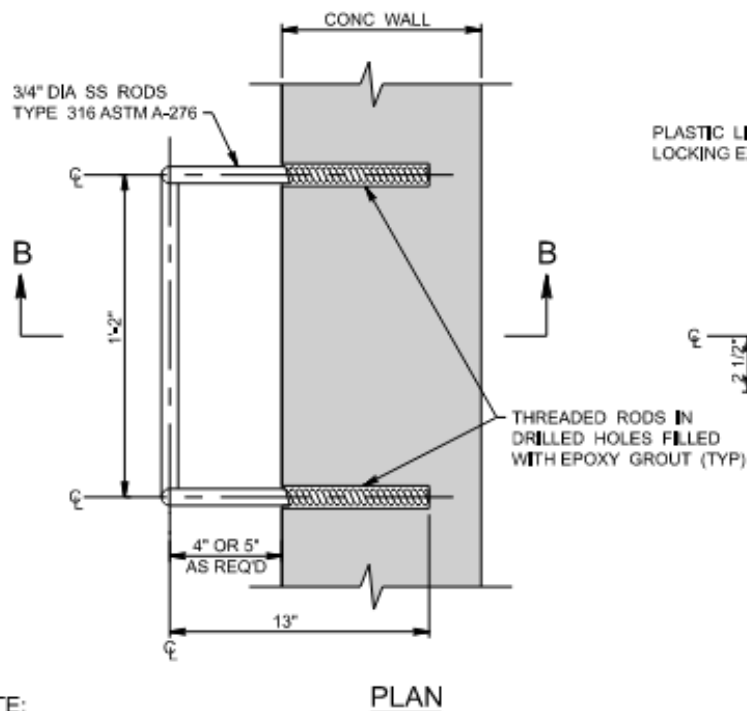
ROBERT FERRANTE
CHIEF ENGINEER

STANDARD MANHOLE, TYPE "D"

STANDARD DRAWING
2021 EDITION
S - a - 204
SHEET 3 OF 3



TYPE I MANHOLE STEP



NOTE:

SEE NOTE 3 OF S-a-202
FOR PLASTIC LINER JOINT
SEALING REQUIREMENTS AT
STEP PENETRATIONS

TYPE II MANHOLE STEP

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

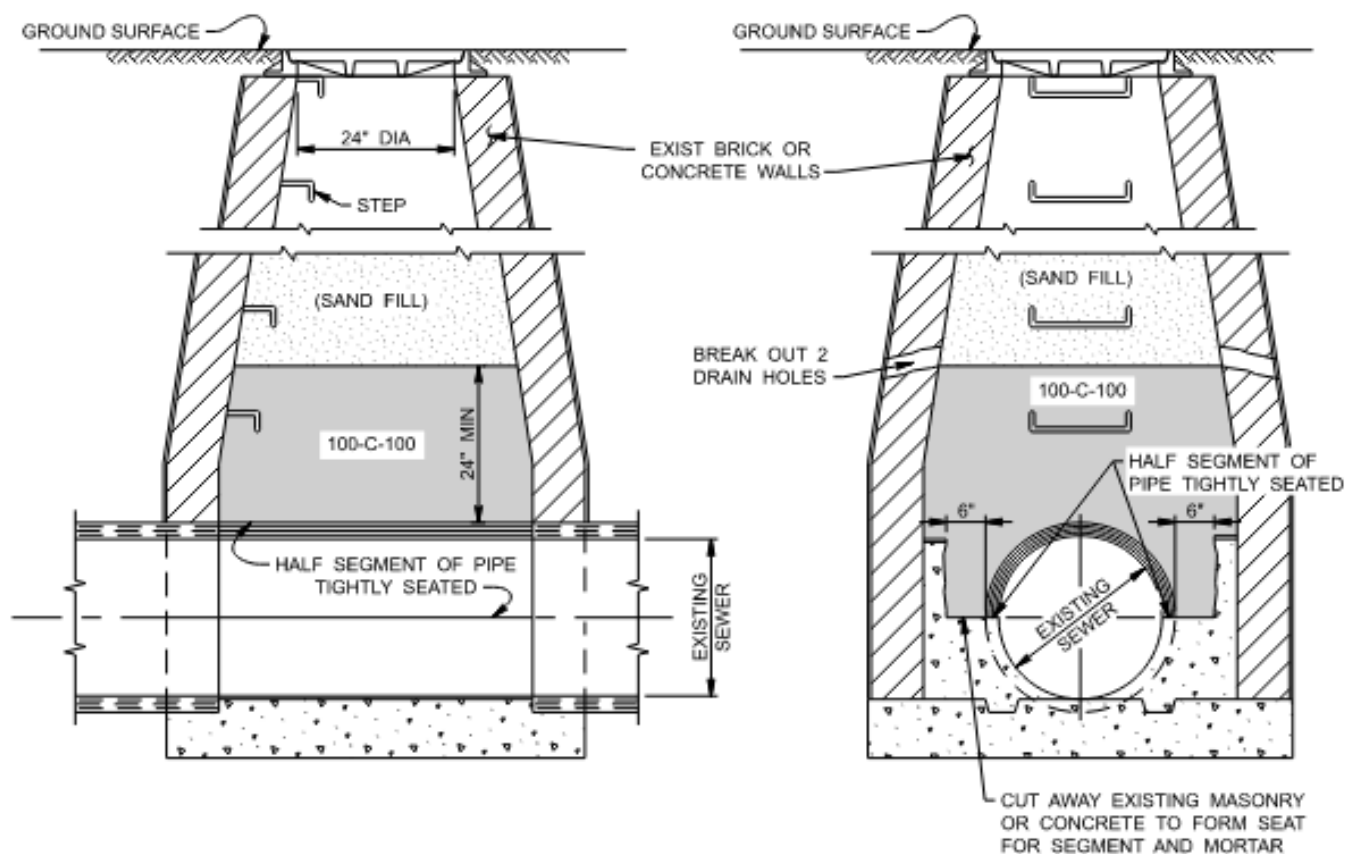
ROBERT FERRANTE
CHIEF ENGINEER

STANDARD MANHOLE STEP

STANDARD DRAWING
2021 EDITION

S-a-209

SHEET 1 OF 1
Page 432 of 1116



LONGITUDINAL SECTION

CROSS SECTION

NOTES:

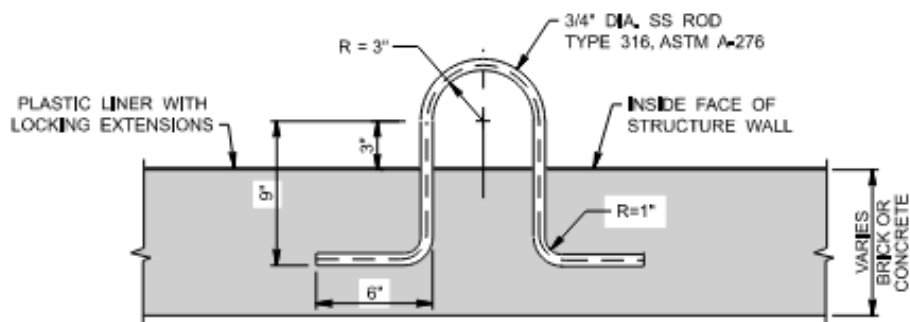
1. FORTY-EIGHT HOURS PRIOR TO COMMENCING THE ABANDONMENT OF THE MANHOLE, THE CONTRACTOR SHALL CONTACT THE DISTRICTS' SUPERINTENDENT OF MAINTENANCE AT (310) 638-1161.
2. NO WORK SHALL BE DONE ON MANHOLE EXCEPT IN THE PRESENCE OF THE DISTRICTS' REPRESENTATIVE.
3. MANHOLE FRAME AND COVER SHALL BE SALVAGED, CLEANED AND DELIVERED TO THE DISTRICTS' COMPTON FIELD OFFICE, 920 SOUTH ALAMEDA STREET, COMPTON, CALIFORNIA 90221.
4. THE CONTRACTOR SHALL REMOVE A MINIMUM OF 4 FEET OF THE MANHOLE SHAFT BELOW GROUND SURFACE.
5. IF THE LOWER PORTION OF THE EXISTING CHANNEL THROUGH THE MANHOLE IS NOT AS SHOWN. THE CHANNEL SHALL BE REFORMED AS DIRECTED BY THE DISTRICTS' REPRESENTATIVE.
6. HALF SEGMENT OF PIPE SHALL BE OF THE TYPE USED IN THE SEWER.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

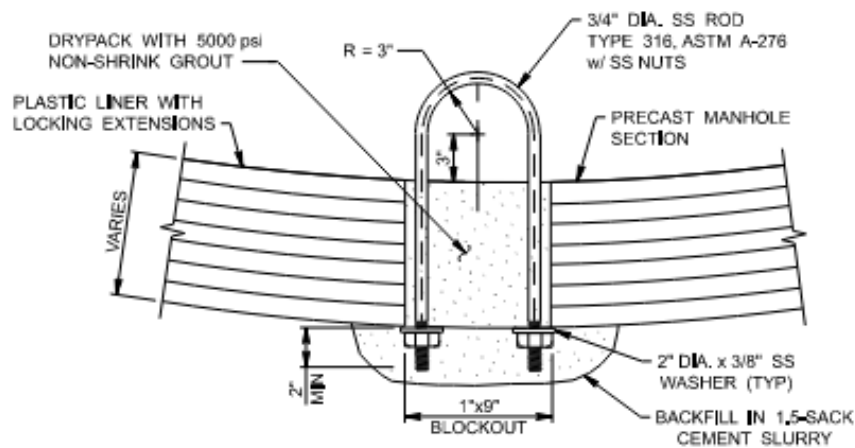
ROBERT FERRANTE
CHIEF ENGINEER

**STANDARD ABANDONMENT OF EXISTING
MANHOLES TYPE "A" OR "D"**

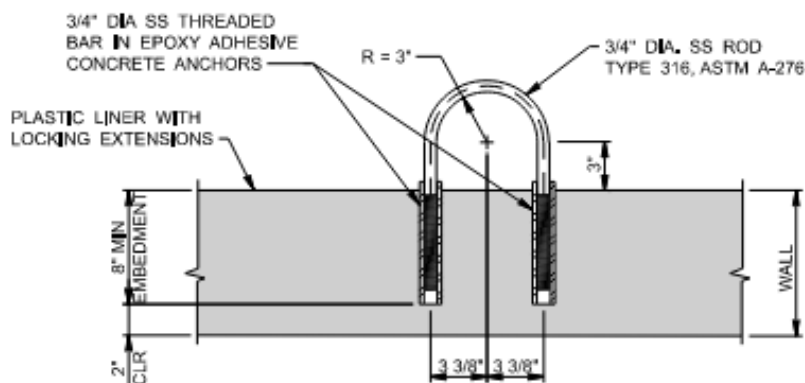
STANDARD DRAWING
2021 EDITION
S - a - 218
SHEET 1 OF 1



FOR CONCRETE STRUCTURE OR
TYPE "A" MANHOLE WALL



FOR PRECAST MANHOLE SECTION OR
CONCRETE WALL 8" OR LESS



ALTERNATE PULL RING FOR
CONCRETE STRUCTURE

NOTE:

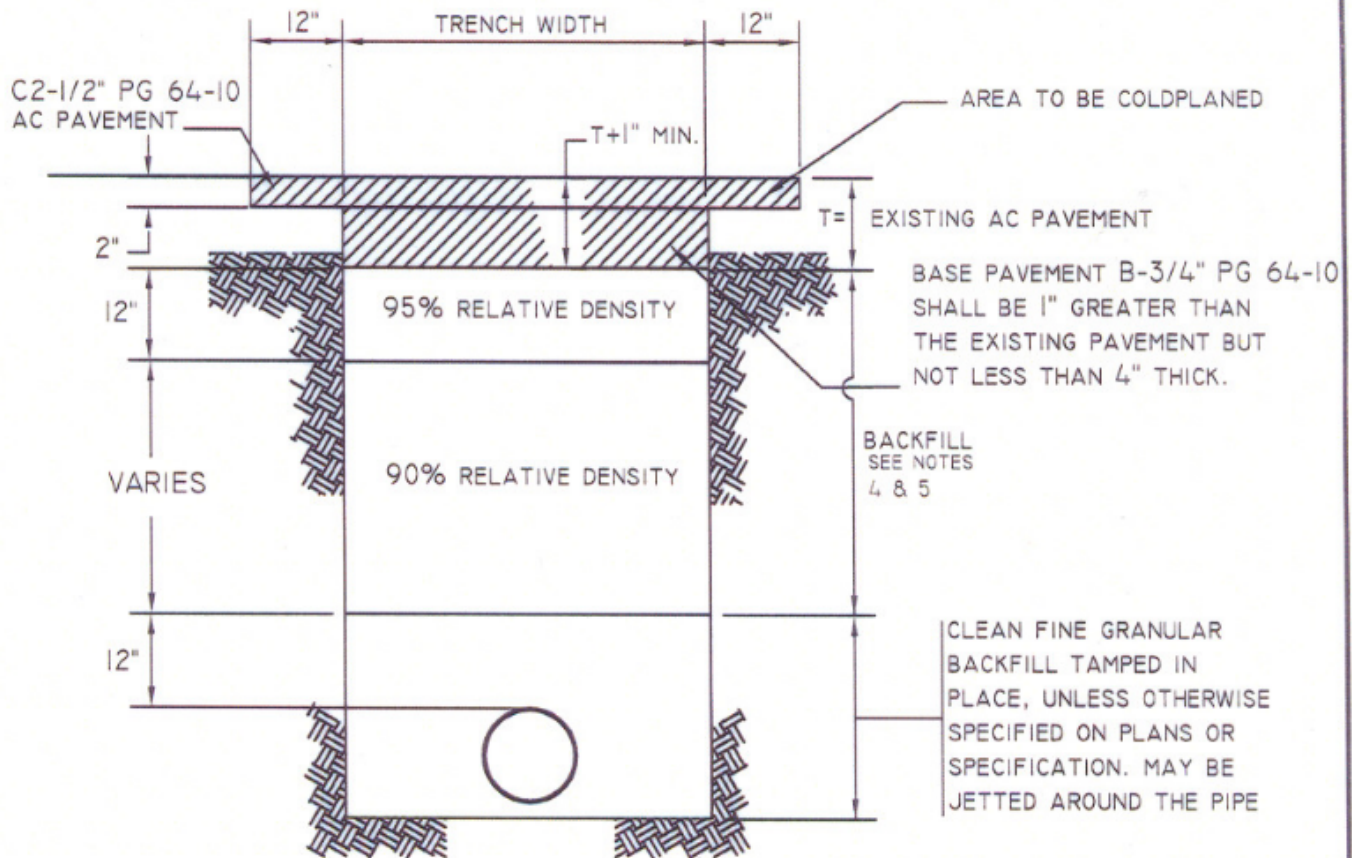
SEE NOTE 3 OF S-a-202
FOR PLASTIC LINER JOINT
SEALING REQUIREMENTS AT
PULL RING PENETRATIONS.

COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY
OFFICE OF CHIEF ENGINEER

ROBERT FERRANTE
CHIEF ENGINEER

STANDARD PULL RING

STANDARD DRAWING
2021 EDITION
S - a - 220
SHEET 1 OF 1



NOTES:

1. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" BY A.P.W.A.
2. ALL PAVEMENT REMOVALS SHALL BE MADE ON STRAIGHT LINE SAW CUTS TO A MINIMUM OF 1-1/2" DEEP. IF CUT LINE IS LESS THAN 36" FROM CUT LINE, EXPANSION JOINT OR EDGE OF THE GUTTER, THE EXISTING PAVEMENT SHALL BE REMOVED TO CUT LINE, EXPANSION JOINT OR EDGE OF THE GUTTER.
3. DURING EXCAVATION AND SUBGRADE PREPARATION, THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO ENSURE THE PROTECTION OF ALL IMPROVEMENTS, WHETHER PUBLIC OR PRIVATE, INCLUDING UTILITIES AND THEIR SERVICES, FROM ANY DAMAGE THAT COULD OCCUR DUE TO CONTRACTOR'S OPERATION.
4. BACKFILL AND DENSIFICATION SHALL BE DONE IN CONFORMANCE WITH SUBSECTION 306-1.3 OF THE STANDARD SPECIFICATIONS, EXCEPT AS FOLLOWS:
 - A) TRENCH BACKFILL SHALL BE DENSIFIED AS SHOWN ABOVE.
 - B) ALL EXISTING BASE SHALL BE REPLACED WITH C.A.B. AND COMPACTED TO A RELATIVE COMPACTION OF 95 PERCENT.
 - C) WHEN PAVEMENT IS TO BE PLACED DIRECTLY ON THE SUBGRADE MATERIAL, THE TOP 12" OF THE SUBGRADE MATERIAL SHALL BE COMPACTED TO A RELATIVE COMPACTION OF 95 PERCENT.
5. CLASS 60-E-0.7 (100-E-100) SAND SLURRY BACKFILL MAY BE REQUIRED BY THE AGENCY.

CITY OF MONTEBELLO ENGINEERING DEPARTMENT

STANDARD TRENCH BACKFILL

SHEET 1 OF 1

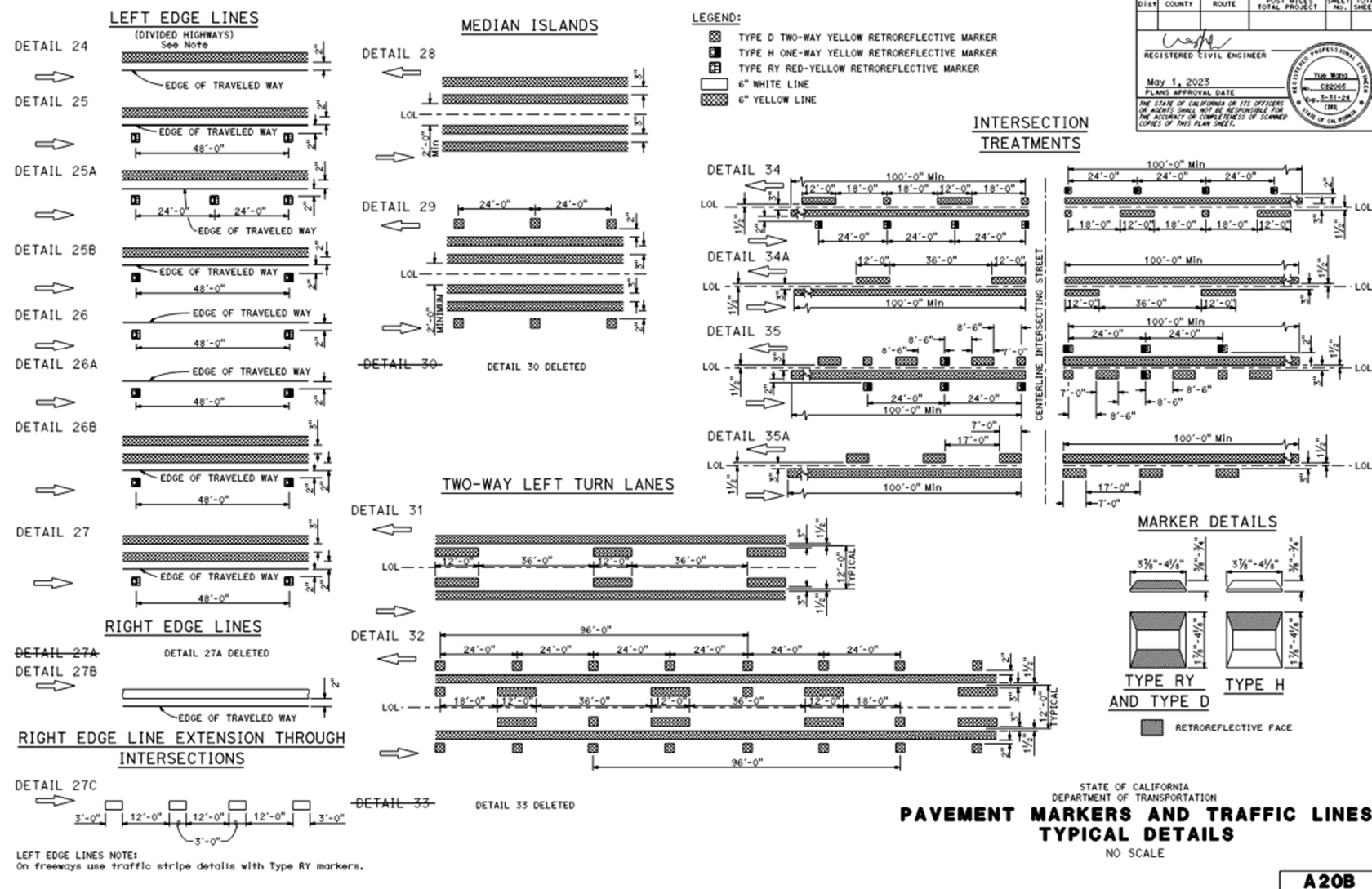
STANDARD PLAN

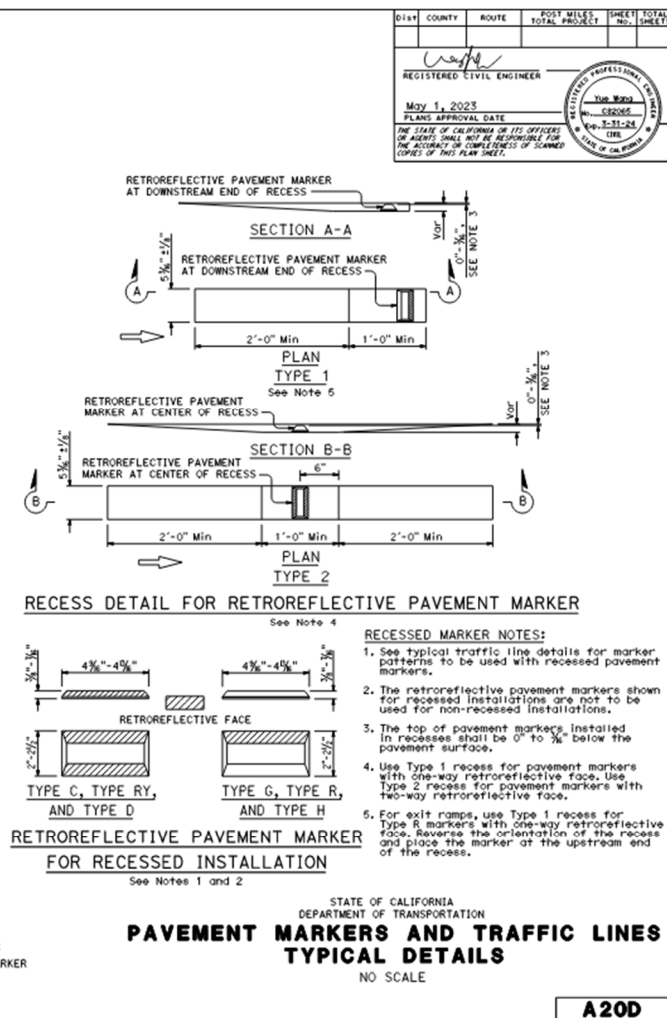
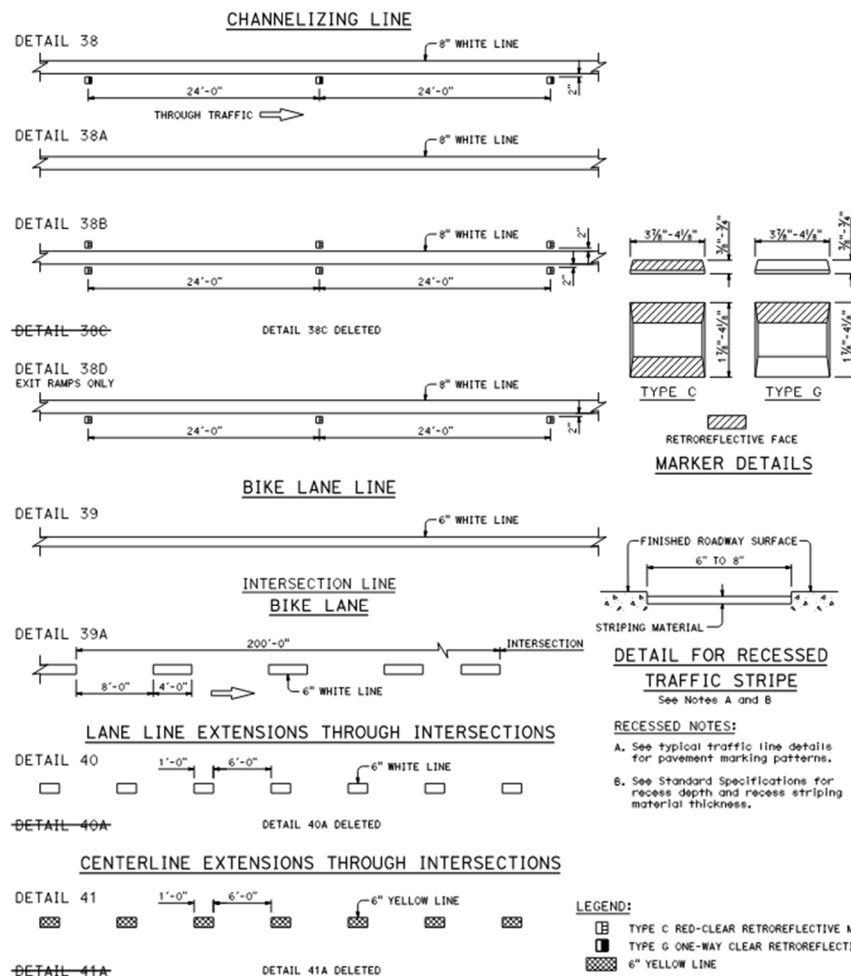
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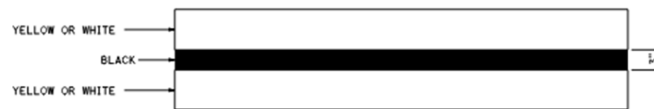
UNDER REVIEW:

Tom M. [Signature]
CITY ENGINEER

09/17/07
DATE







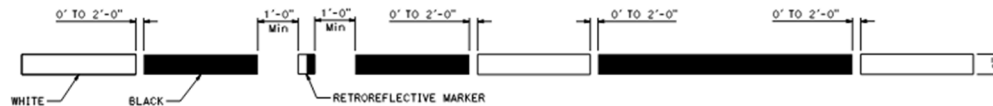
TYPICAL DOUBLE STRIPE CONTRAST DETAIL

NOTES:

1. See Standard Plans A20A, A20B, A20C, A20D and A20F for traffic lines typical details.
2. Detail 9 Traffic stripe shown. See project plans for traffic stripe details.



OPTION 1
TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL



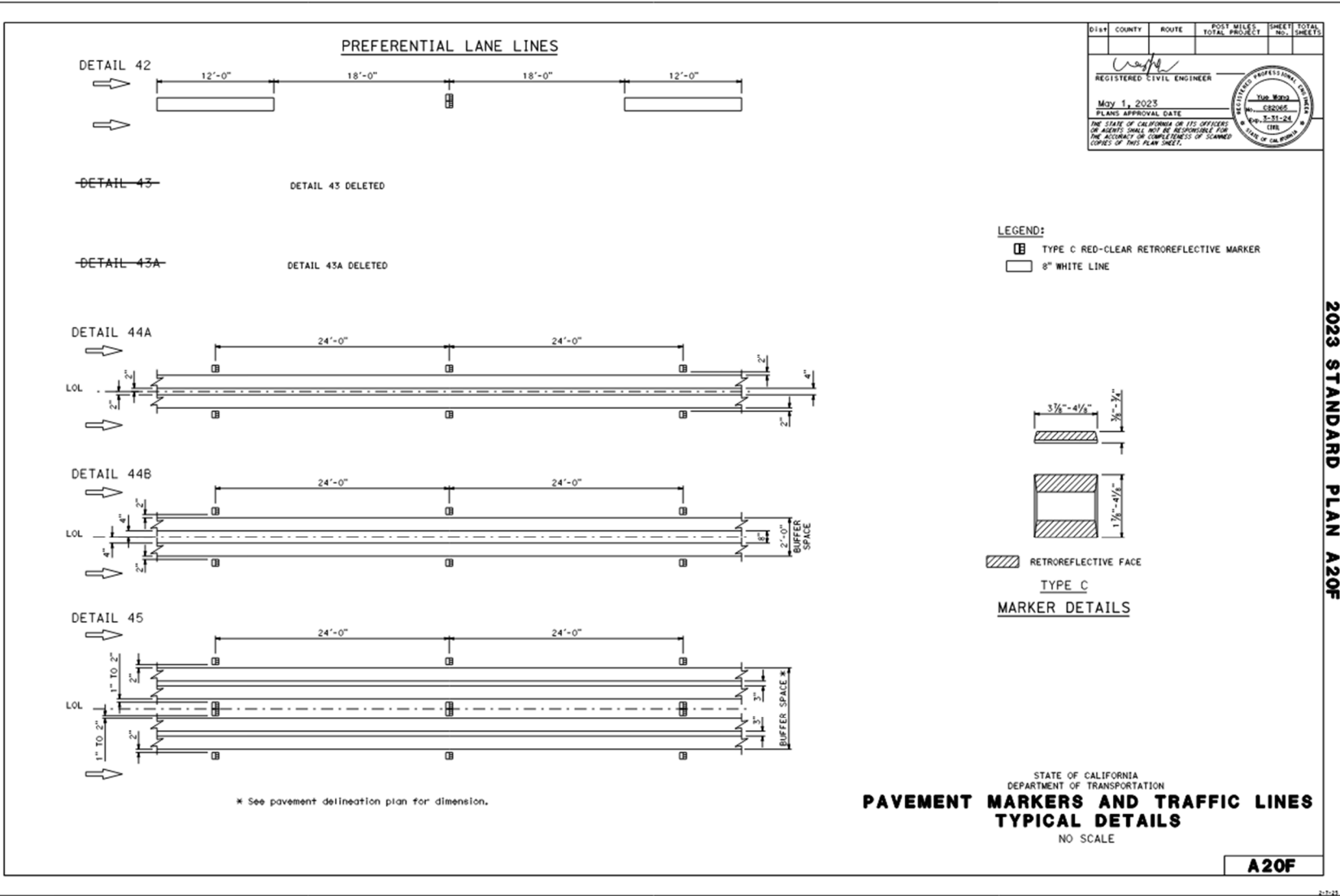
OPTION 2
TYPICAL LANE LINE CONTRAST DETAIL
See Note 2

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC LINES
TYPICAL DETAILS
FOR CONTRAST STRIPING**
NO SCALE

A20E

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023			PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

2023 STANDARD PLAN A20E



2023 STANDARD PLAN A20F

2-7-23

17

NOTES:

1. May be a limit line or crosswalk.
2. See Standard Plans A24F and A24G for crosswalk and pavement marker details.
3. For raised markers, place Type R one-way red retroreflective markers on outermost limit line or crosswalk line with red facing the intersection. For recessed markers, place Type R one-way red retroreflective markers with red facing the intersection and as shown on Standard Plan A24G.
4. The distances and marker spacings may be adjusted based on site specific conditions, exit ramp geometry, or loop detectors.
5. See Standard Plan A200 for recess details.
6. See Standard Plan A24G for Type V arrow detail with Type R one-way red retroreflective markers.
7. The Type R marker body must be white in color.

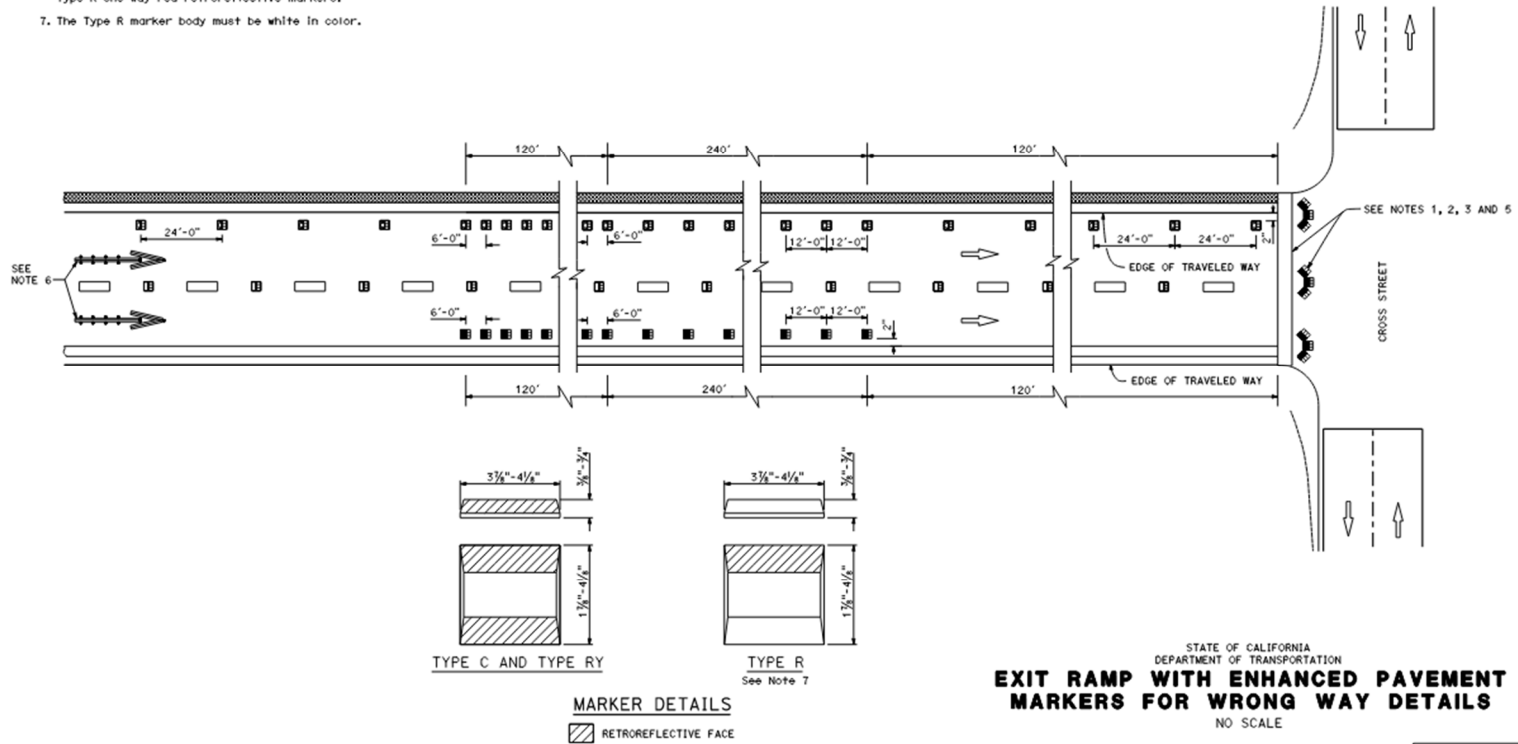
LEGEND:

MARKERS

- TYPE C TWO-WAY RED-CLEAR RETROREFLECTIVE MARKER
- TYPE RY TWO-WAY RED-YELLOW RETROREFLECTIVE MARKER
- TYPE R ONE-WAY RED RETROREFLECTIVE MARKER

LINES

- 6" WHITE LINE
- 6" YELLOW LINE



DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023

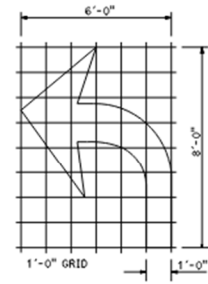
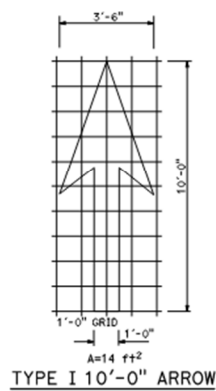
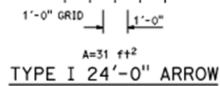
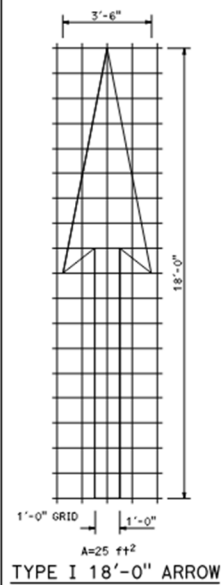
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICIALS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
REGISTERED PROFESSIONAL ENGINEER
No. 5000
Exp. 5-31-24
Title: 682065
City: 1111

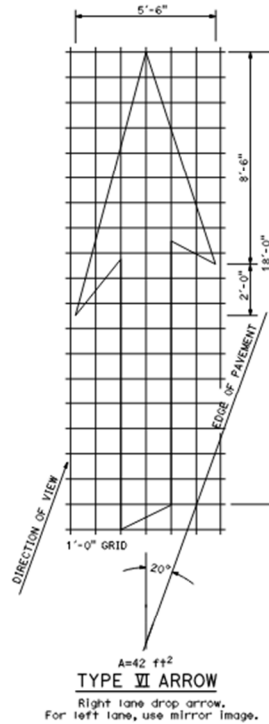
2023 STANDARD PLAN A20G

A20G

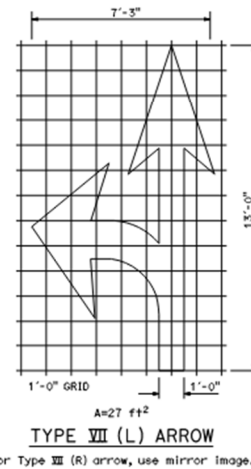
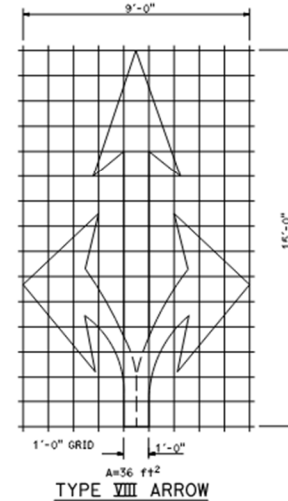
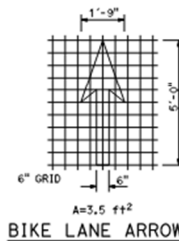


For Type IV (R) arrow, use mirror image.

NOTE:
Minor variations in dimensions
may be accepted by the Engineer.

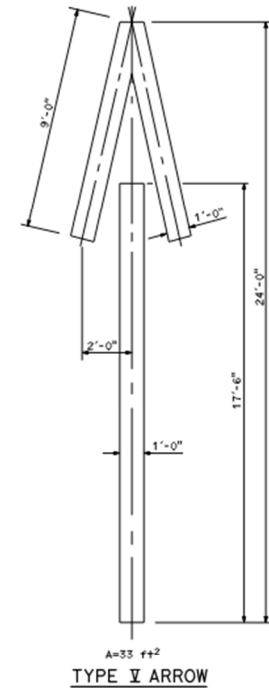


Right lane drop arrow.
For left lane, use mirror image.



For Type VIII (R) arrow, use mirror image.

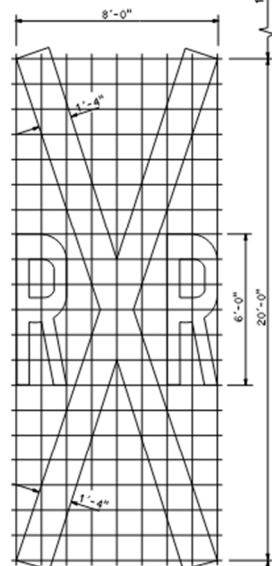
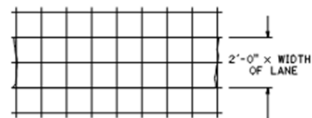
DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER				
MAY 1, 2023				
PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

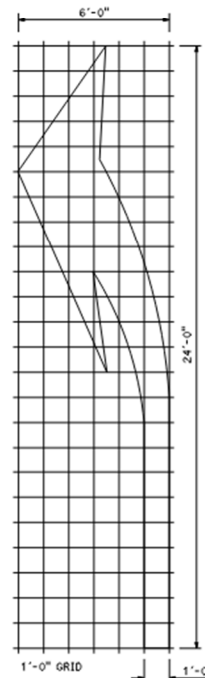
A24A

2023 STANDARD PLAN A24A



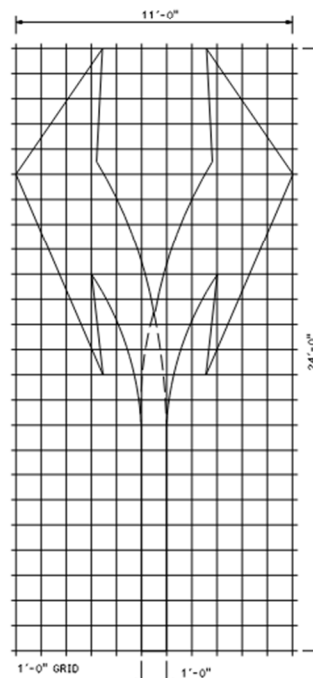
RAILROAD CROSSING SYMBOL

* 70 ft² does not include the 2'-0" x variable width transverse lines.

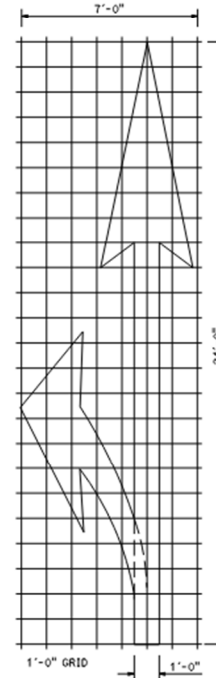


A=42 ft²
TYPE III (L) ARROW

For Type III (R) use mirror image.

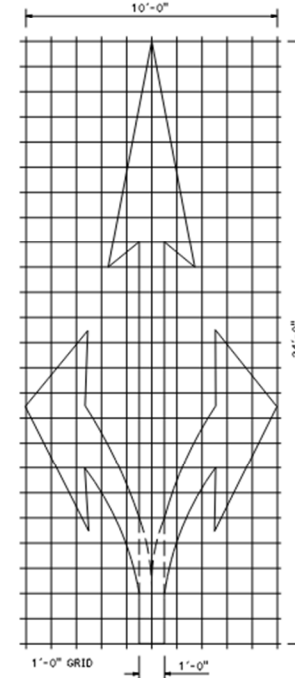


A=73 ft²
TYPE III (B) ARROW



A=45 ft²
TYPE II (L) ARROW

For Type II (R) use mirror image.



A=59 ft²
TYPE II (B) ARROW

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS AND SYMBOLS**
NO SCALE

A24B

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER

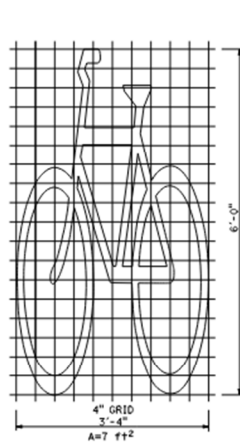
Yuh Wang

CE 20065

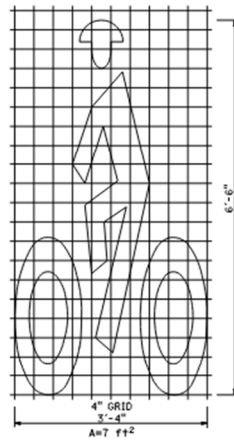
Exp. 3-31-24

STATE OF CALIFORNIA

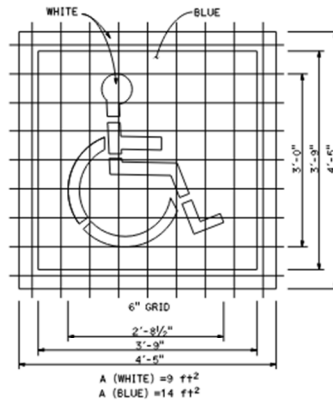
2023 STANDARD PLAN A24B



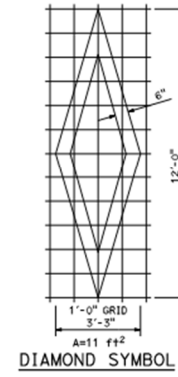
**BIKE LANE SYMBOL
WITHOUT PERSON**



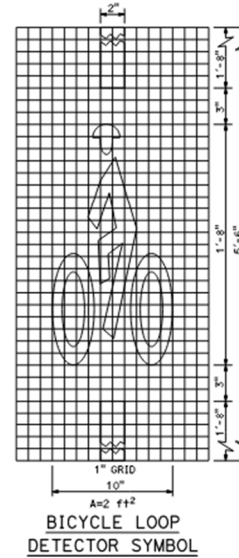
**BIKE LANE SYMBOL
WITH PERSON**



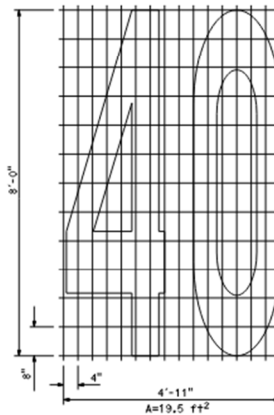
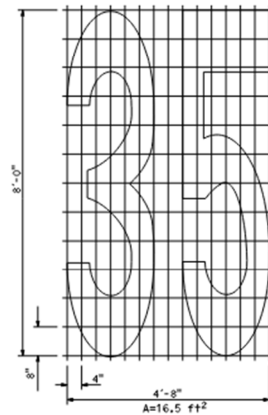
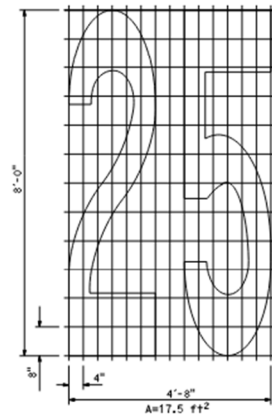
**INTERNATIONAL SYMBOL OF
ACCESSIBILITY (ISA) MARKING**



DIAMOND SYMBOL

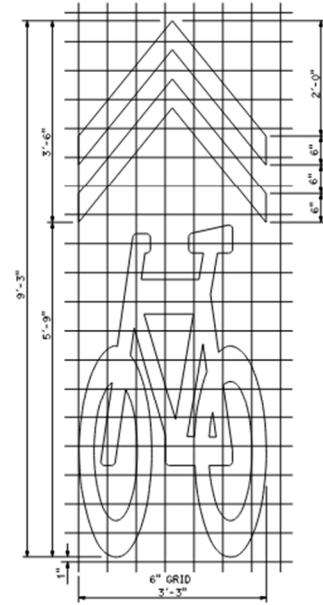


**BICYCLE LOOP
DETECTOR SYMBOL**



NUMERALS

NOTE:
Minor variations in dimensions may be accepted
by the Engineer.



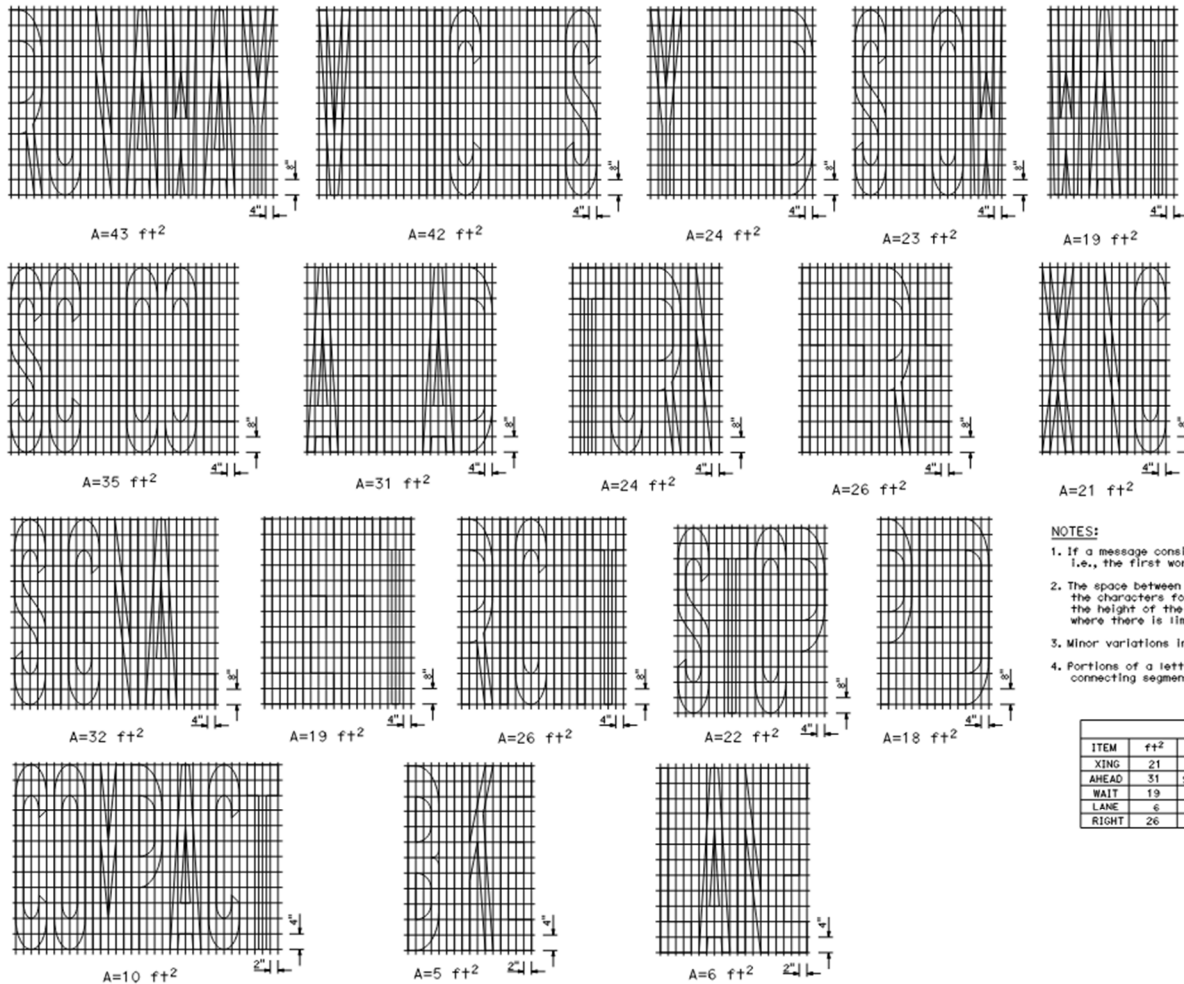
SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

A24C

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023			PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS AND AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

2023 STANDARD PLAN A24C

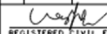
**NOTES:**

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

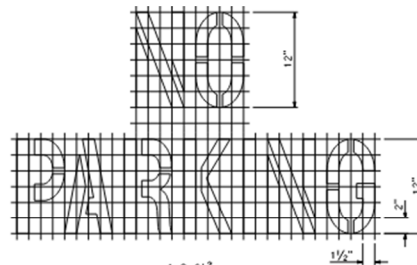
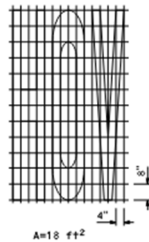
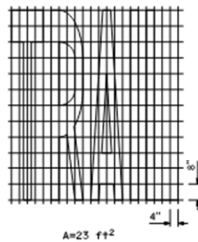
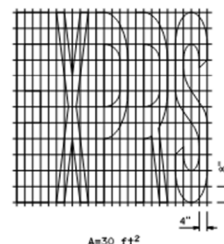
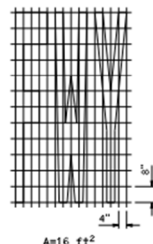
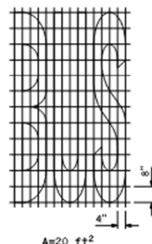
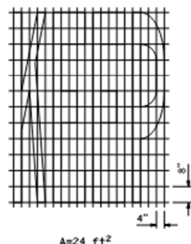
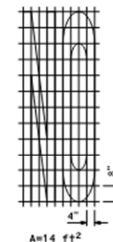
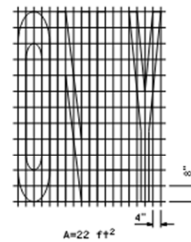
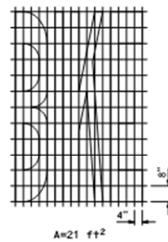
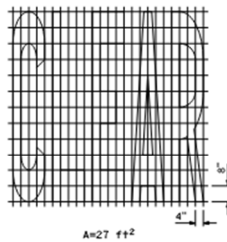
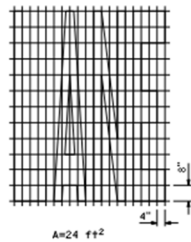
WORD MARKINGS					
ITEM	ft+2	ITEM	ft+2	ITEM	ft+2
XING	21	YIELD	24	BIKE	5
AHEAD	31	SCHOOL	35	SLOW	23
WAIT	19	SIGNAL	32	STOP	22
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	26	VEHICLES	42
				PED	18
				COMPACT	10
				RUNAWAY	43

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO SCALE

A24D

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
 REGISTERED CIVIL ENGINEER May 1, 2023 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
				

2023 STANDARD PLAN A24D



See Notes 5 and 6

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER May 1, 2023 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICIALS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number, or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

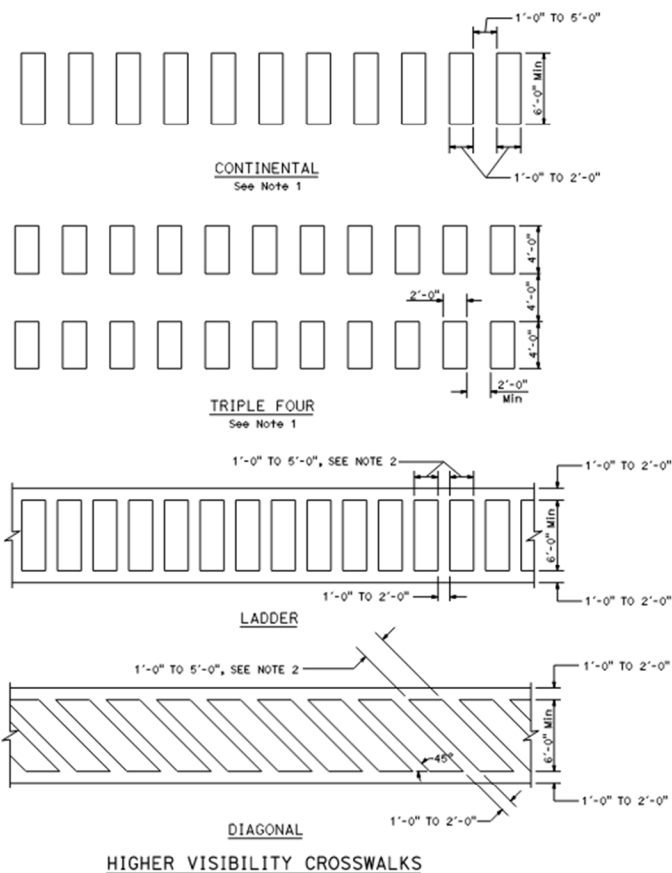
WORD MARKINGS			
ITEM	SOFT	ITEM	SOFT
LANE	24	NO	14
CLEAR	27	BIKE	21
KEEP	24	BUS	20
HOV	18	ONLY	22
TRAIL	23	FWY	16
EXPRS	30		

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO SCALE

A24E

2023 STANDARD PLAN A24E

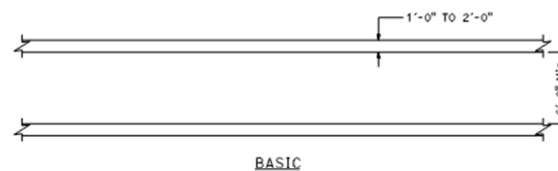
2-7-23



DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023			PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.

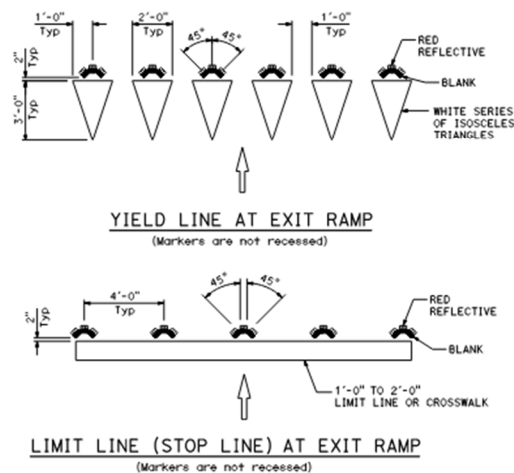
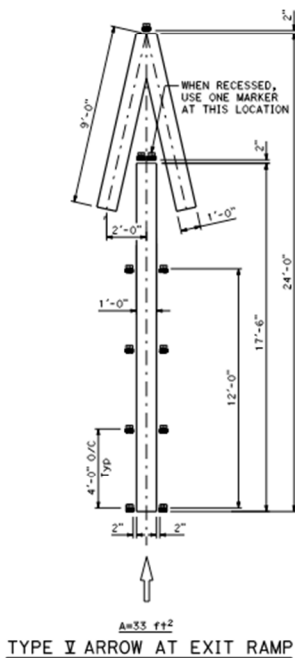


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

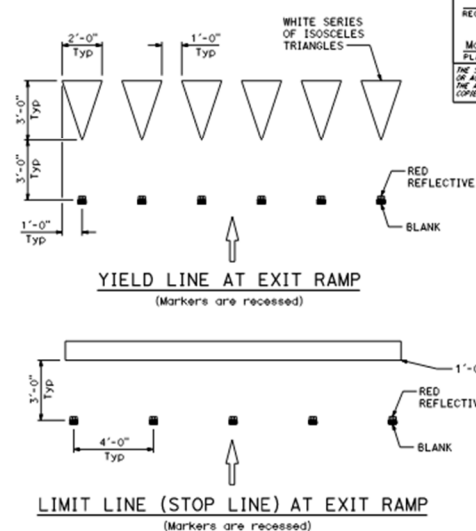
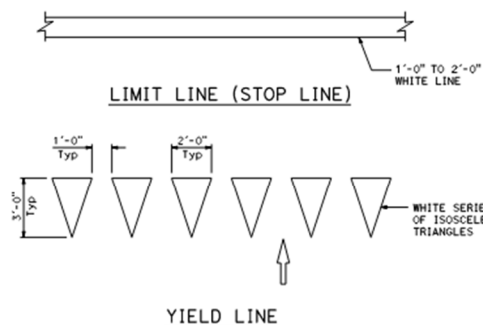
A24F

2023 STANDARD PLAN A24F

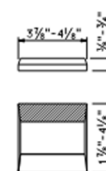
2-7-23

**NOTE:**

1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.

**LEGEND:**

- TYPE R ONE-WAY RED RETROREFLECTIVE MARKER

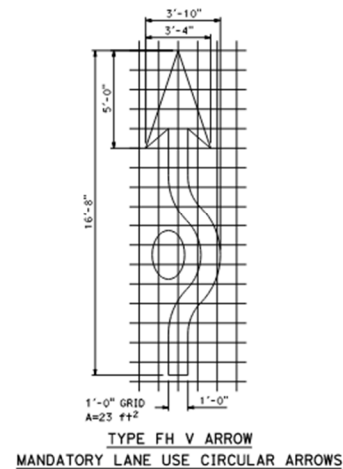
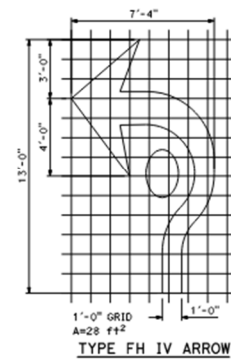
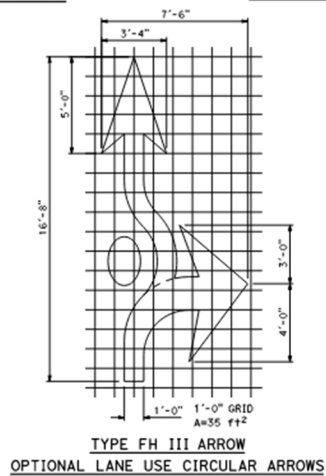
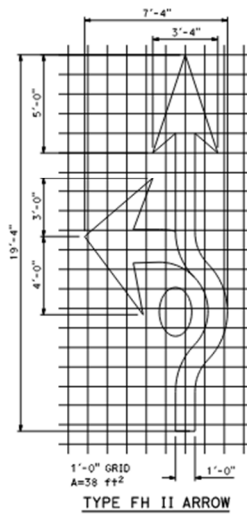
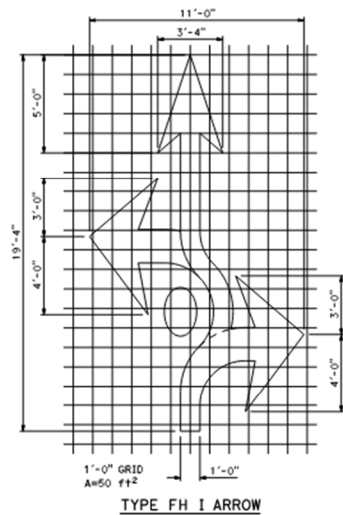
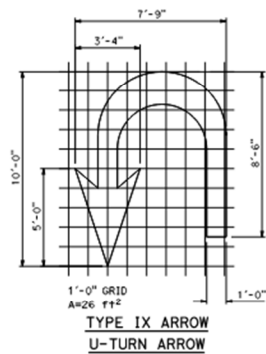
**TYPE R****MARKER DETAILS**

- RETROREFLECTIVE FACE ON BACKSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
YIELD LINES, LIMIT LINES
AND WRONG WAY DETAILS**
NO SCALE

A24G

Dist	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023				
PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				



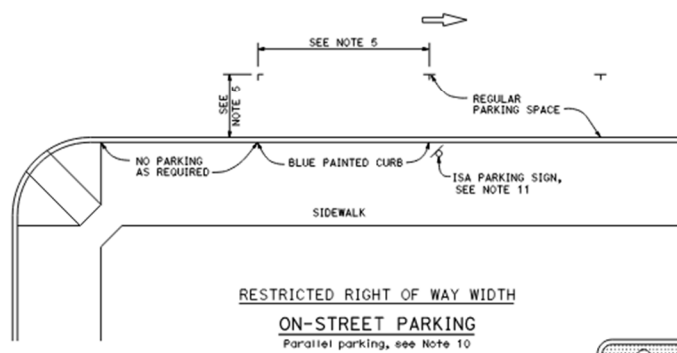
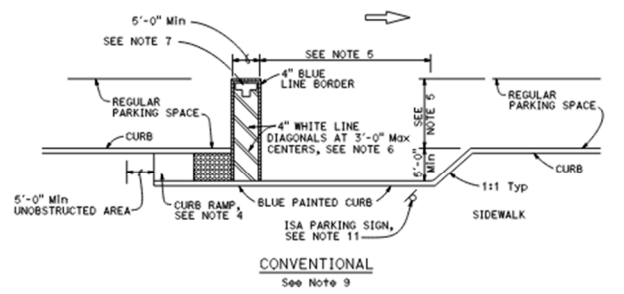
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

A24H

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
REGISTERED CIVIL ENGINEER				
May 1, 2023			PLANS APPROVAL DATE	
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2023 STANDARD PLAN A24H

171



NO
PARKING

PAVEMENT MARKING
See Note 7



SIGN R99 (CA) with PLAQUE R99B (CA),
See Note 3



NOTES:

1. Parking spaces shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own.
2. Surface slopes of accessible on-street parking spaces shall be the minimum feasible.
3. Where Plaque R99B (CA) or Sign R99C (CA) are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
4. Curb ramps shall conform to the details shown on Standard Plan A88A.
5. Accessible on-street parking spaces shall not be smaller in length or width than that specified by the local jurisdiction for other parking spaces, but not less than 20'-0" in length and not less than 8'-0" in width.
6. Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
7. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials. See Standard Plan A24E for square foot area for painting the words "NO PARKING".
8. There shall be no obstructions on the sidewalk adjacent to and for the full length of the parking space, except for the ISA parking sign shown.
9. The Conventional detail should be the primary choice of accessible on-street parking. However, if the sidewalk lacks adequate space to construct a standard curb ramp, the Restricted Right of Way detail should be used.
10. If the Restricted Right of Way width detail is selected and it conflicts with a bus stop or other uses, this detail may apply to the other end of the block.
11. Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).

LEGEND

ISA - International Symbol of Accessibility

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ACCESSIBLE PARKING
ON-STREET**
NO SCALE

A90B

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED CIVIL ENGINEER

May 1, 2023

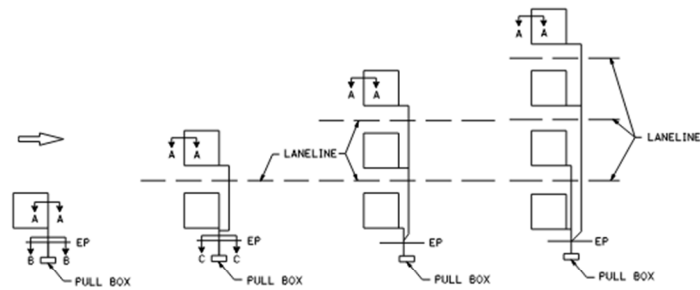
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
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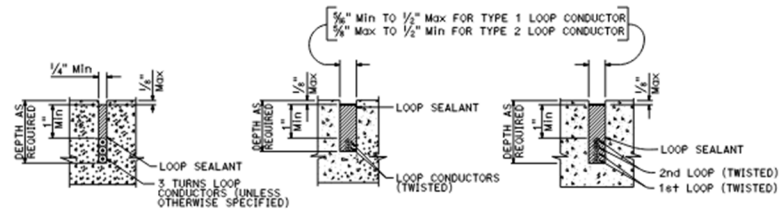
REGISTERED PROFESSIONAL ENGINEER
No. 44000
LYNN MONTY
Exp. 12-31-27
CIVIL
STATE OF CALIFORNIA

2023 STANDARD PLAN A90B

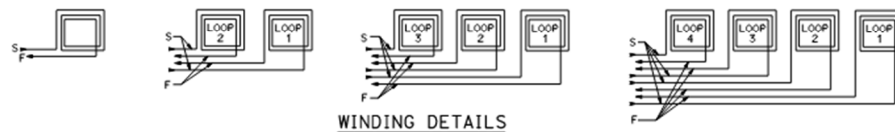
1-30-22



SAW CUT DETAILS
Type A loop detector configurations illustrated



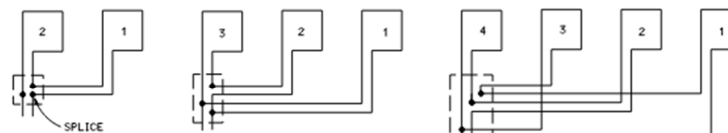
SECTION A-A **SECTION B-B** **SECTION C-C**
SLOT DETAILS - TYPE 1 AND TYPE 2 LOOP CONDUCTOR



WINDING DETAILS

ABBREVIATIONS:

S - START
F - FINISH



TYPICAL LOOP CONNECTIONS
Dashed lines represent the pull box

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(LOOP DETECTORS)**

NO SCALE

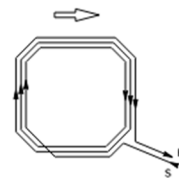
ES-5A

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Chris Medina
REGISTERED CIVIL ENGINEER
MAY 1, 2023
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

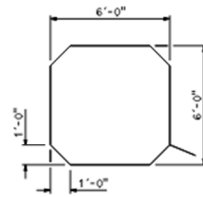
Chris Medina
REGISTERED PROFESSIONAL ENGINEER
NO. 617282
EXP. 12-31-24
STATE OF CALIFORNIA

2023 STANDARD PLAN ES-5A



WINDING DETAIL

TYPE A LOOP DETECTOR CONFIGURATION

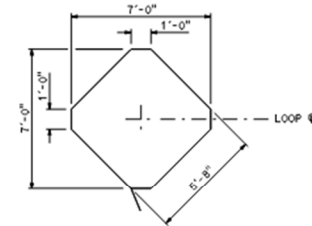


SAW CUT DETAIL



WINDING DETAIL

TYPE B LOOP DETECTOR CONFIGURATION



SAW CUT DETAIL

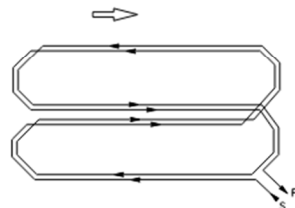
Dist	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	NO.	SHEETS

Chris Mendenhall
 REGISTERED CIVIL ENGINEER
 May 1, 2023
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
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 COPIES OF THIS PLAN SHEET.

PROFESSIONAL ENGINEER
 CIVIL
 No. 617262
 Exp. 12-31-24
 STATE OF CALIFORNIA

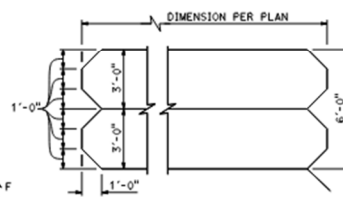
NOTES:

1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, E, and F installation in single lane.
3. Use Type D and F loops for limit line detection and bicycle lanes.

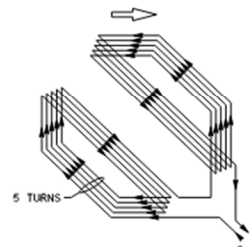


WINDING DETAIL

TYPE C LOOP DETECTOR CONFIGURATION

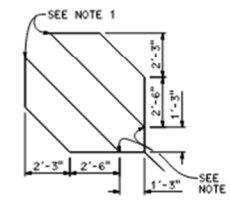


SAW CUT DETAIL

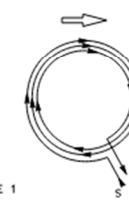


WINDING DETAIL

TYPE D LOOP DETECTOR CONFIGURATION

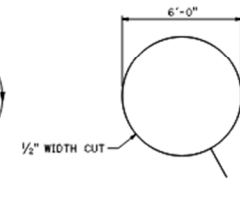


SAW CUT DETAIL

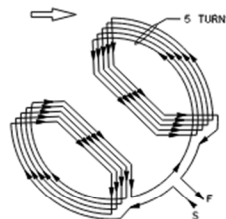


WINDING DETAIL

TYPE E LOOP DETECTOR CONFIGURATION

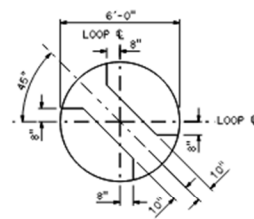


SAW CUT DETAIL

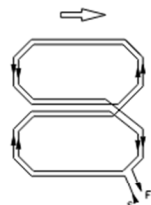


WINDING DETAIL

TYPE F LOOP DETECTOR CONFIGURATION

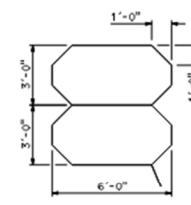


SAW CUT DETAIL

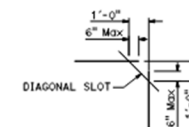


WINDING DETAIL

TYPE Q LOOP DETECTOR CONFIGURATION



SAW CUT DETAIL

PLAN VIEW OF
DIAGONAL SLOT
AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(DETECTORS)**

NO SCALE

ES-5B

2023 STANDARD PLAN ES-5B

1-11-23

APPENDIX “B”

**DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)
CONTRACTOR REGISTRATION NUMBER FORM**

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Contractor Name

Contractor Department of Industrial Relations Registration Number:

Expiration Date of Registration Number

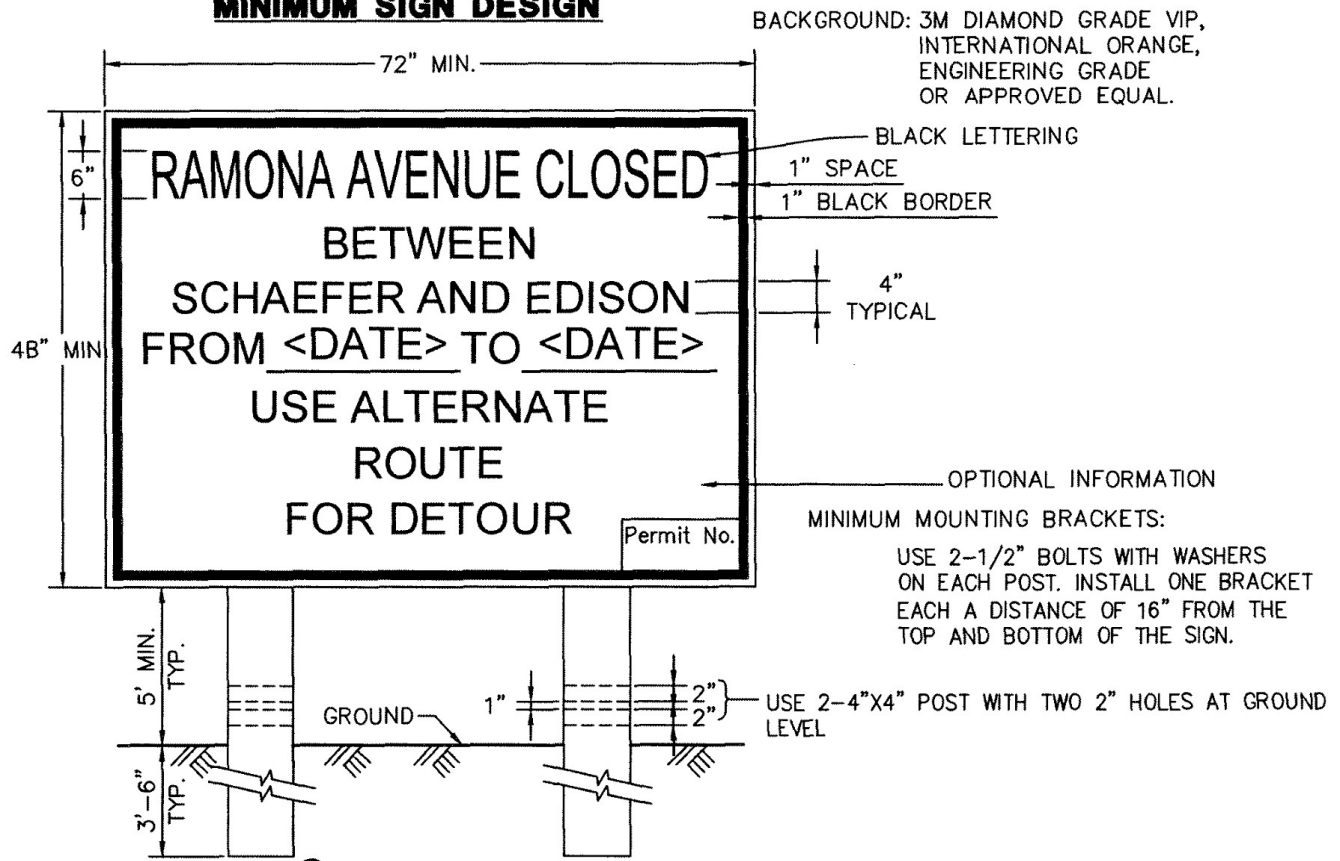
*(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID) *

APPENDIX “C”
PROJECT SIGN

THE FOLLOWING MINIMUM INFORMATION IS REQUIRED
ON EACH SIGN POSTED FOR LANE/ROAD CLOSURE:

1. STREET NAME : NAME OF EACH STREET AFFECTED DURING THE ROAD CLOSURE.
2. STREET LIMITS : NAME OF EACH STREET AT THE LIMITS OF THE WORK AREA.
3. DATES : THE BEGINNING AND ENDING DATES DURING THE TIME WORK WILL BE IN PROGRESS.
4. OTHER INFORMATION : INFORMATION PERTINENT FOR PUBLIC SAFETY, I.E. ALTERNATIVE ROUTING.
5. SIGN PLACEMENT : A) PER STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS
SECTION 5-02.4, EXCEPT AS INDICATED HEREON.
B) SIGN SHALL BE VISIBLE FOR A MINIMUM OF 500 FEET.
C) ALL SIGNS SHALL BE PLACED ON THE SIDE OR THE STREET
FACING THE DIRECTION OF TRAFFIC.
D) WHERE A ROAD IS TO BE COMPLETELY CLOSED, SIGNS SHOULD BE
PLACED AT THE INTERSECTIONS WHICH PRECEDE THE CLOSURE.
A SIGN SHALL BE PLACED FACING EACH DIRECTION OF TRAFFIC
APPROACHING THE PROPOSED CLOSURE AREA.

MINIMUM SIGN DESIGN



APPENDIX “D”

PAVEMENT PROFILING REPORT
(PAVEMENT CORES)



September 24, 2024

EMI Project No. 23-102-03

Mark Thomas & Company, Inc.
2121 Alton Parkway, Suite 210
Irvine, CA 92606

Attention: Mr. Pat Somerville, P.E.

Subject: **Geotechnical Memorandum
Montebello Sewer Program
Montebello, California**

Dear Mr. Somerville:

This memorandum presents the findings and conclusions of a geotechnical study conducted by Earth Mechanics, Inc. (EMI) in City of Montebello as part of the Montebello Sewer Program.

The purpose of this geotechnical study was to evaluate the existing site conditions, obtain information on subsurface soils, and develop design and construction recommendations for the proposed improvements to assist Mark Thomas & Company, Inc. (MTC) in preparing the Plans, Specifications, and Estimates (PS&E) for the project.

1.0 Introduction

The City of Montebello proposes to replace multiple sewer lines along the following streets. Northerly and southerly alleys are located just north and south sides of the W Whittier Boulevard between S Montebello Boulevard and Rio Hondo Channel:

- Palm Place from N Spruce St to a distance of about 330 feet
- Northerly Alley between N Montebello Boulevard and N Poplar Avenue for a distance of about 2,600 feet. This alley includes laterals along N Montebello Boulevard, N 6th Street and N 5th Street towards W Whittier Boulevard
- Southerly Alley between S Montebello Boulevard and S Bluff Road for a distance of about 2,300 feet. This alley includes laterals along S Montebello Boulevard, S 7th Street, S 6th Street and S 5th Street towards W Whittier Boulevard

It is our understanding that, after the completion of the installation of sewer lines and backfilling the trench, the existing roadway will be reconstructed with new pavements. The project location is shown in Figure 1.

2.0 Climatic Conditions

The climate of the project region is Mediterranean. The hottest months are July through September with average high temperatures in the high 80's (°F) and average low temperatures in the mid 60's (°F). The coolest temperatures occur in the winter months of November through March with

the average high temperatures in the high 60's to mid 70's (°F) and average low temperatures in the high 40's to low 50's (°F).

Annual average precipitation is about 14.8 inches with most of the rain falling in January. Snowfall is not anticipated in the area. Based on the above information, freeze-thaw recommendations are not expected to be required.

Per Caltrans Highway Design Manual (Caltrans, 2023a), the project site is located in the “South Coast” climate region.

3.0 Geotechnical Investigation

A geotechnical field investigation was conducted along the proposed sewer replacement by EMI on September 3, 2024. The field investigation included three hollow-stem auger borings and two hand auger borings. Soil exploration information is summarized in Table 1. The coordinates and elevations were obtained using handheld GPS device. All the boring logs are included in Appendix A. The approximate locations of the borings are shown in Figure 2.

Table 1. Soil Exploration Information

Boring No.	Boring Type	Approx. Latitude	Approx. Longitude	Approx. Ground Surface El. (feet)	Approx. Bottom of Hole El. (feet)	Approx. Groundwater El. During Drilling (feet)
B-1	HSA	34.0127	-118.1086	+195.2	+179.7	NE
B-2	HSA	34.0102	-118.1062	+198.1	+182.6	NE
B-3	HA	34.0091	-118.1013	+212.5	+202.5	NE
B-4	HSA	34.0094	-118.1061	+202.0	+186.6	NE
B-5	HA	34.0083	-118.1023	+209.6	+199.6	NE
<u>Notes:</u> HSA = Hollow-Stem Auger, HA = Hand Auger; NE = Not Encountered.						

The hollow-stem auger borings were drilled using track-mounted drill rig (CME 75) equipped with 8-inch diameter hollow-stem augers. The hand auger borings were drilled using a 3-inch diameter stainless steel hand auger. Subsurface soils and conditions were logged, and samples of soils were collected for laboratory testing. Smaller disturbed and relatively undisturbed soil samples were collected from borings generally at 2.5-foot intervals using the Modified California Drive (MCD) sampler. The MCD sampler is lined with a series of 1-inch tall brass rings with an inside diameter of 2.4 inches. Bulk samples were also collected from the borings.

4.0 Soil Laboratory Testing and Results

Soil samples, considered representative of the subsurface conditions, were tested to obtain or derive relevant physical and engineering properties. The type of laboratory tests include: moisture content, dry density, percentage passing the No. 200 sieve, Atterberg Limits, direct shear, UU triaxial, compaction, and R-value. The laboratory soil tests were conducted in general accordance with California Test (CT) methods or American Society for Testing and Materials (ASTM) standards. The laboratory test results of the near surface soils samples are provided in Appendix B.

5.0 Existing Site Conditions

The proposed sewer replacement is located along the existing paved roadways and rear alleys. The Montebello Sewer Program alignment crosses several streets. Existing roadways are primarily residential streets with one lane in each direction. Rear alleys are paved alleyways with concrete gutters in the middle. Multiple underground and overhead utilities are located along the project alignments.

6.0 Subsurface Conditions

Subsurface information obtained from the EMI field exploration indicates that the project area is underlain by alternating layers of coarse-grained soils consisting of dense to very dense silty sand, clayey sand, sandy silt, and sand and fine-grained soils consisting of stiff to hard clay and silty clay. Variable amounts of gravel were also encountered in a few of the borings at various depths.

The above soil description is general and is intended to describe the subsurface in very broad terms. The soil description above should not be construed to mean that the subsurface profile is uniform, and that soil is homogeneous along the project alignments. Details on the stratigraphy at each exploratory location are shown on the borehole logs provided in Appendix A.

7.0 Groundwater

During the field investigation performed by EMI along the project alignments, groundwater was not encountered in any of the borings advanced to maximum depth of 15.5 feet below existing ground surface.

The California Department of Water Resources Data Library was reviewed for additional groundwater level readings in the vicinity of the project site. One well is located at a distance of 5,000 feet west of the project site. The well shows a highest groundwater elevation of about +102 feet; the ground surface of this well is about +193 feet.

It should be noted that the groundwater elevation can fluctuate due to variations in seasonal rainfall, runoff volume, nearby irrigation, changes in or addition of flood control improvements, groundwater extraction and recharge of local and regional aquifers, construction activities, and other manmade or natural conditions. Therefore, the groundwater elevation during construction may be different from those measured in the past and recent borings.

8.0 Corrosion Testing

Representative soil samples collected from throughout the project area were tested to determine corrosivity including minimum resistivity, pH, soluble sulfate content, and soluble chloride content. Four soil samples were tested for corrosivity, and the results are summarized in Table 2.

Table 2. Soil Corrosion Test Results

Boring No.	Sample Depth (feet)	Sample Elevation (feet)	Groundwater El. During Drilling (feet)	USCS Soil Type	Minimum Resistivity (ohm-cm)	pH	Chloride Content (ppm)	Sulfate Content (ppm)
B-1	0	+195.2	NE	Lean Clay with Sand (CL)	3,800	7.7	153	285
B-2	0	+198.1	NE	Sandy Lean Clay (CL)	4,000	8.2	105	106
B-4	5	+197.0	NE	Lean Clay with Sand (CL)	2,900	8.3	196	741
B-5	0	+209.6	NE	Sandy Silty Clay (CL-ML)	7,800	7.6	153	311
Note: NE = Not Encountered.								

According to the Caltrans Corrosion Guidelines V3.2 (Caltrans, 2021), soils are considered corrosive if the pH is 5.5 or less, chloride concentration is 500 parts per million (ppm) or greater, or sulfate concentration is 1,500 ppm or greater. Based on Caltrans criteria, on-site soils are considered non-corrosive to concrete or metal.

We understand that the values may be used to estimate potential corrosive characteristics of the on-site soils with respect to contact with the various underground materials which will be used for project construction. We recommend that corrosive potential of the on-site soils to underground ferrous metals should be evaluated by a corrosion engineer.

9.0 Trenching and Shoring

Based on OSHA excavation safety guideline, any excavation deeper than 4 feet should be sloped or shored. Due to the limited space along the roadway, we anticipate that shored temporary excavation with vertical sidewalls will be required for the project. The anticipated shoring system might be cantilevered shoring or braced shoring. For cantilevered shoring retaining level ground, a lateral active earth pressure of $42H$ psf (H is the total height of excavation) is recommended. For the design of braced shoring, total lateral earth pressure of $36H$ pounds per foot (H is the total height of excavation) is recommended. The total lateral earth pressure should be considered at the mid height of the shoring. The lateral earth pressures provided above do not include surcharge pressures. Therefore, if applicable, lateral pressures due to surcharges from vehicle traffic or adjacent structures should be added to the above lateral earth pressures.

Design of temporary shoring is the contractor's responsibility during construction. Heavy construction equipment should not be used immediately adjacent to shoring due to large lateral pressures induced by such equipment unless the shoring is designed to accommodate resulting pressures. Excavated soil or construction materials should not be stockpiled adjacent to shoring or open excavations. Stockpiled soil and construction materials should be set back a distance at least equal to the height of the excavation. It should be noted that it is the responsibility of the contractor to oversee the safety of the workers in the field during construction. The contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California. The geotechnical consultant should review the trench shoring design and safety plan to confirm that recommendations presented in this memorandum have been applied to the design.

Qualified geotechnical personnel should inspect temporary slopes for erosion and sloughing, and should inspect temporary shoring for signs of instability and deformations, during construction on a daily basis.

The contractor is responsible for evaluating the ease/difficulty of installing and extracting structural elements for temporary shoring walls in contact with the ground.

10.0 Trench Bottom Preparation and Backfill

Backfill and excavation should follow Caltrans Standard Plan Sheet A62D for concrete pipes. Typically, backfill materials placed on the sides and underneath the pipe should be either granular soils with a Sand Equivalent (SE) of at least 30 or Structure Backfill. On-site materials may be used as backfill above the top of the pipe. We recommend the materials specifications and minimum relative compaction presented in Table 3.

Table 3. Summary of Trench Backfill Materials Specifications

Caltrans Standard Plan Sheet A62D Designation	Materials Specifications	Min. Relative Compaction
Structure Backfill	Caltrans Structure Backfill with a minimum Sand Equivalent (SE) of 30	95%
Roadway Embankment	Same as above or Onsite Soils	90%

Any loose materials, oversize particles larger than 2 inches and/or unsuitable materials encountered at the bottom of the excavation should be removed and replaced with adequate bedding materials. The storm drain pipe subgrade should be level, uniform, firm and free of loose materials. The subgrade should be properly graded to provide uniform bearing and support to the entire section of the storm drain pipe. If pumping or yielding of the subgrade is observed during construction, appropriate measures should be taken by the contractor to stabilize the subgrade.

11.0 R-Values

Two soil samples, collected from the upper five feet of the existing subgrade, were tested to determine their R-value, percent passing No. 200 Sieve, and Plasticity Index. The test results along with the USCS soil type are presented in Table 4.

Table 4. Subgrade Soil Type, R-Value, and No. 200 Wash

Boring No.	Sample No.	Sample Depth (feet)	USCS Soil Type	R-Value	No. 200 Wash (%)	PI
B-1	B-0	0-5	Lean Clay with Sand (CL)	5	75	-
B-4	B-0	0-5	Sandy Lean Clay (CL)	4	66	12

Based on the above, EMI recommends using a design R-value of 4 for flexible pavement design. The project site is located in the “South Coast” climate region.

12.0 Pavement Structural Sections

Based on the information provided by the client, the existing roadway within the project alignments may be reconstructed with new asphalt concrete (flexible pavements) pavements. The flexible pavements were designed using the web-based program developed by Caltrans and the methodology given in Chapter 630 of Caltrans Highway Design Manual (2023a).

As shown in the table below, a 20-year design life Traffic Index (TI) values of 6 to 9 are considered. Based on the laboratory test results, a design R-value of 4 is recommended.

The recommended flexible pavement sections are presented in Table 5.

Table 5. Recommended Flexible Pavement Structural Sections

Location	Design Life (Years)	Design R-Value	TI	Recommended Pavement Sections
Palm Place, North 6th Street, South 6th Street, North 5th Street, South 5th Street	20	4	6.0	0.35' HMA-A / 0.65' AB
			7.0	0.40' HMA-A / 0.70' AB
			8.0	0.45' HMA-A / 0.85' AB
			9.0	0.55' HMA-A / 1.00' AB
<u>Note:</u> HMA-A = Hot Mix Asphalt (Type A); AB = Aggregate Base (Class 2)				

13.0 Pavement Subgrade

A design R-value of 4 is recommended for the flexible pavement design. If the R-value of subgrade exposed during construction comes into question, the exposed soils should be sampled and tested during grading to verify the R-value. In locations where structural pavement sections will be constructed atop import fill (Select) materials, the Select Materials placed within four feet of the grading plane should have a minimum R-Value of 4 and a Plasticity Index of less than or equal to 12%.

Prior to placing the pavements, the exposed subgrade should be scarified to minimum depth of 10 inches, moisture conditioned and compacted to at least 90% relative compaction based on the maximum densities determined by ASTM D1557 or CT 216. Special care is required when compacting soils near buried utility lines, drainage devices, and other sensitive buried structures, to avoid damaging the existing facilities.

14.0 Pavement Materials and Construction

HMA should conform to requirements of Section 39 of the Caltrans Standard Specifications and Special Provisions. The asphalt specifications should include ¾-inch or 1-inch aggregate gradation with PG 64-10 binder for HMA-A thickness of 0.25-feet or greater.

For HMA dikes and miscellaneous areas, use 3/8-inch or 1/2-inch aggregate gradation and PG 64-10 asphalt binder. Recommended aggregate gradations for HMA miscellaneous areas and

HMA dikes are currently found in Section 39 of the Caltrans Standard Specifications (2023b) and Standard Special Provisions (2022).

For flexible pavement sections, prime coat shall be applied to the aggregate base material per Section 39-2.01C(3)(c) of Caltrans Standard Special Provisions (2022) prior to placing Hot Mix Asphalt. Tack coat shall be applied between successive layers of HMA as required by the specifications.

15.0 Limitations

This memorandum is intended for use by Mark Thomas & Company, Inc. (MTC) and the City of Montebello for the replacement of three sewer lines within the Montebello Sewer Program. This memorandum is based on the project as described herein and the information obtained from the exploratory boreholes at the approximate locations shown on the enclosed plan. Findings and recommendations contained herein are based on the results of the field investigation, laboratory soil tests, and geotechnical engineering analyses. In addition, soils and subsurface conditions encountered in the exploratory boreholes are presumed to be representative of the project area. However, subsurface conditions and soils characteristics between exploratory boreholes can vary. The findings reflect an interpretation of the direct evidence obtained. The recommendations presented in this memorandum are based on the assumption that an appropriate level of quality control and quality assurance (inspections and tests) will be provided during construction. EMI should be notified of any pertinent changes in the project plans or if subsurface conditions are found to vary from those described herein. Such changes or variations may require a re-evaluation of recommendations contained in this memorandum.

The data, opinions, and recommendations contained in this memorandum are applicable to the specific design elements and locations which are the subject of this memorandum. The data, opinions, and recommendations have no applicability to any other design elements or to any other locations. Any and all subsequent users accept any and all liability resulting from any use or reuse of the data, opinions, and recommendations without the prior written consent of EMI.

EMI has no responsibility for construction means, methods, techniques, sequences, procedures, or safety programs in connection with the construction, for the acts or omissions of the Contractor, or any other person performing any of the design or construction, or for the failure of any worker to carry out the construction in accordance with the Final Construction Drawings and Specifications.

Services performed by EMI have been conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee are included or intended.

16.0 References

American Society for Testing and Materials (ASTM), 2017, Annual Book of Standards. Soil and Rock; Vol. 04.08

California Department of Transportation (Caltrans), California Test Methods, various dates.

——, 2023a, Highway Design Manual, 7th Edition, September.

——, 2023b, Standard Specifications

——, 2023c, CalME-Web, Caltrans Mechanistic-Empirical Structural Analysis Program for Flexible Pavements, <http://www.ucprc.ucdavis.edu/calme/>.

——, 2022, Standard Special Provisions

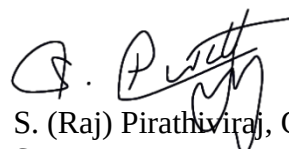
——, 2021, Corrosion Guidelines, Version 3.2: Division of Engineering Services, Materials Engineering and Testing Services, Corrosion Branch, May.

We appreciate the opportunity to provide geotechnical services for this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

EARTH MECHANICS, INC.

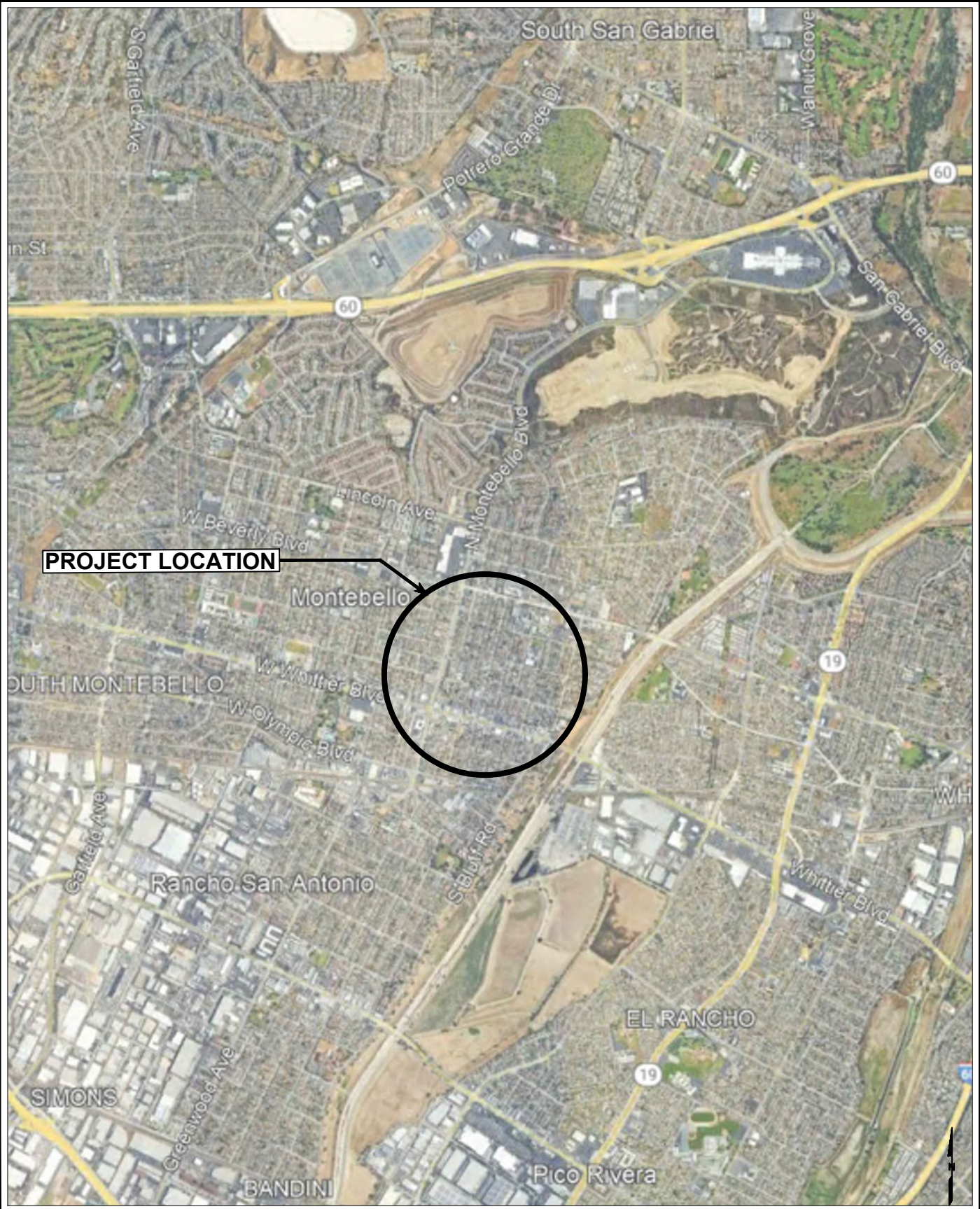

Taylor Nguyen, EIT
Staff Engineer


S. (Raj) Pirathiviraj, GE 2963
Senior Engineer




(Alahesh) A. Thurairajah, GE 3123
Project Manager





 Earth Mechanics, Inc. Geotechnical and Earthquake Engineering	Montebello Sewer Program Project No. 23-102-03 Date: September 2024	SITE LOCATION MAP Figure 1
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 Location of Geotechnical Boring
"B" - Hollow Stem Auger Boring or Hand Auger Boring
Depth (ft)



 **Earth Mechanics, Inc.**
Geotechnical and Earthquake Engineering

Montebello Sewer Program		
Boring Location Plan		
Figure 2		
Project No.	23-102-03	Date: September 2024

APPENDIX A
BORING LOGS

GROUP SYMBOLS AND NAMES			
Graphic / Symbol	Group Names	Graphic / Symbol	Group Names
	GW Well-graded GRAVEL Well-graded GRAVEL with SAND		CL Lean CLAY Lean CLAY with SAND Lean CLAY with GRAVEL SANDY lean CLAY SANDY lean CLAY with GRAVEL GRAVELLY lean CLAY GRAVELLY lean CLAY with SAND
	GP Poorly graded GRAVEL Poorly graded GRAVEL with SAND		
	GW-GM Well-graded GRAVEL with SILT Well-graded GRAVEL with SILT and SAND		CL-ML SILTY CLAY SILTY CLAY with SAND SILTY CLAY with GRAVEL SANDY SILTY CLAY SANDY SILTY CLAY with GRAVEL GRAVELLY SILTY CLAY GRAVELLY SILTY CLAY with SAND
	GW-GC Well-graded GRAVEL with CLAY (or SILTY CLAY) Well-graded GRAVEL with CLAY and SAND (or SILTY CLAY and SAND)		
	GP-GM Poorly graded GRAVEL with SILT Poorly graded GRAVEL with SILT and SAND		ML SILT SILT with SAND SILT with GRAVEL SANDY SILT SANDY SILT with GRAVEL GRAVELLY SILT GRAVELLY SILT with SAND
	GP-GC Poorly graded GRAVEL with CLAY (or SILTY CLAY) Poorly graded GRAVEL with CLAY and SAND (or SILTY CLAY and SAND)		
	GM SILTY GRAVEL SILTY GRAVEL with SAND		OL ORGANIC lean CLAY ORGANIC lean CLAY with SAND ORGANIC lean CLAY with GRAVEL SANDY ORGANIC lean CLAY SANDY ORGANIC lean CLAY with GRAVEL GRAVELLY ORGANIC lean CLAY GRAVELLY ORGANIC lean CLAY with SAND
	GC CLAYEY GRAVEL CLAYEY GRAVEL with SAND		
	GC-GM SILTY, CLAYEY GRAVEL SILTY, CLAYEY GRAVEL with SAND		OL ORGANIC SILT ORGANIC SILT with SAND ORGANIC SILT with GRAVEL SANDY ORGANIC SILT SANDY ORGANIC SILT with GRAVEL GRAVELLY ORGANIC SILT GRAVELLY ORGANIC SILT with SAND
	SW Well-graded SAND Well-graded SAND with GRAVEL		
	SP Poorly graded SAND Poorly graded SAND with GRAVEL		CH Fat CLAY Fat CLAY with SAND Fat CLAY with GRAVEL SANDY fat CLAY SANDY fat CLAY with GRAVEL GRAVELLY fat CLAY GRAVELLY fat CLAY with SAND
	SW-SM Well-graded SAND with SILT Well-graded SAND with SILT and GRAVEL		
	SW-SC Well-graded SAND with CLAY (or SILTY CLAY) Well-graded SAND with CLAY and GRAVEL (or SILTY CLAY and GRAVEL)		MH Elastic SILT Elastic SILT with SAND Elastic SILT with GRAVEL SANDY elastic SILT SANDY elastic SILT with GRAVEL GRAVELLY elastic SILT GRAVELLY elastic SILT with SAND
	SP-SM Poorly graded SAND with SILT Poorly graded SAND with SILT and GRAVEL		
	SP-SC Poorly graded SAND with CLAY (or SILTY CLAY) Poorly graded SAND with CLAY and GRAVEL (or SILTY CLAY and GRAVEL)		OH ORGANIC fat CLAY ORGANIC fat CLAY with SAND ORGANIC fat CLAY with GRAVEL SANDY ORGANIC fat CLAY SANDY ORGANIC fat CLAY with GRAVEL GRAVELLY ORGANIC fat CLAY GRAVELLY ORGANIC fat CLAY with SAND
	SM SILTY SAND SILTY SAND with GRAVEL		
	SC CLAYEY SAND CLAYEY SAND with GRAVEL		OH ORGANIC elastic SILT ORGANIC elastic SILT with SAND ORGANIC elastic SILT with GRAVEL SANDY ORGANIC elastic SILT SANDY ORGANIC elastic SILT with GRAVEL GRAVELLY ORGANIC elastic SILT GRAVELLY ORGANIC elastic SILT with SAND
	SC-SM SILTY, CLAYEY SAND SILTY, CLAYEY SAND with GRAVEL		
	PT PEAT		OL/OH ORGANIC SOIL ORGANIC SOIL with SAND ORGANIC SOIL with GRAVEL SANDY ORGANIC SOIL SANDY ORGANIC SOIL with GRAVEL GRAVELLY ORGANIC SOIL GRAVELLY ORGANIC SOIL with SAND
	COBBLES COBBLES and BOULDERS BOULDERS		

FIELD AND LABORATORY TESTS

C	Consolidation (ASTM D 2435)
CL	Collapse Potential (ASTM D 5333)
CP	Compaction Curve (CTM 216)
CR	Corrosion, Sulfates, Chlorides (CTM 643; CTM 417; CTM 422)
CU	Consolidated Undrained Triaxial (ASTM D 4767)
DS	Direct Shear (ASTM D 3080)
EI	Expansion Index (ASTM D 4829)
M	Moisture Content (ASTM D 2216)
OC	Organic Content (ASTM D 2974)
P	Permeability (CTM 220)
PA	Particle Size Analysis (ASTM D 422)
PI	Liquid Limit, Plastic Limit, Plasticity Index (AASHTO T 89, AASHTO T 90)
PL	Point Load Index (ASTM D 5731)
PM	Pressure Meter
PP	Pocket Penetrometer
R	R-Value (CTM 301)
SE	Sand Equivalent (CTM 217)
SG	Specific Gravity (AASHTO T 100)
SL	Shrinkage Limit (ASTM D 427)
SW	Swell Potential (ASTM D 4546)
TV	Pocket Torvane
UC	Unconfined Compression - Soil (ASTM D 2166) Unconfined Compression - Rock (ASTM D 2938)
UU	Unconsolidated Undrained Triaxial (ASTM D 2850)
UW	Unit Weight (ASTM D 4767)
VS	Vane Shear (AASHTO T 223)
WA	Wash Analysis (ASTM D 1140)

SAMPLER GRAPHIC SYMBOLS

	Standard Penetration Test (SPT)
	Standard California Sampler
	Modified California Sampler

DRILLING METHOD SYMBOLS

	Auger Drilling		Rotary Drilling		Dynamic Cone or Hand Driven		Diamond Core
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WATER LEVEL SYMBOLS

	First Water Level Reading (during drilling)
	Static Water Level Reading (short-term)
	Static Water Level Reading (long-term)



Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

BORING RECORD LEGEND

Montebello Sewer Program

Project Number: 23-102-03

Date: 9-5-24

SHEET
1 of 2

CONSISTENCY OF COHESIVE SOILS				
Descriptor	Unconfined Compressive Strength (tsf)	Pocket Penetrometer (tsf)	Torvane (tsf)	Field Approximation
Very Soft	< 0.25	< 0.25	< 0.12	Easily penetrated several inches by fist
Soft	0.25 - 0.50	0.25 - 0.50	0.12 - 0.25	Easily penetrated several inches by thumb
Medium Stiff	0.50 - 1.0	0.50 - 1.0	0.25 - 0.50	Can be penetrated several inches by thumb with moderate effort
Stiff	1.0 - 2.0	1.0 - 2.0	0.50 - 1.0	Readily indented by thumb but penetrated only with great effort
Very Stiff	2.0 - 4.0	2.0 - 4.0	1.0 - 2.0	Readily indented by thumbnail
Hard	> 4.0	> 4.0	> 2.0	Indented by thumbnail with difficulty

APPARENT DENSITY OF COHESIONLESS SOILS	
Descriptor	SPT N_{60} - Value (blows / foot)
Very Loose	0 - 4
Loose	5 - 10
Medium Dense	11 - 30
Dense	31 - 50
Very Dense	> 50

MOISTURE	
Descriptor	Criteria
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table

PERCENT OR PROPORTION OF SOILS	
Descriptor	Criteria
Trace	Particles are present but estimated to be less than 5%
Few	5 to 10%
Little	15 to 25%
Some	30 to 45%
Mostly	50 to 100%

SOIL PARTICLE SIZE		
Descriptor		Size
Boulder		> 12 inches
Cobble		3 to 12 inches
Gravel	Coarse	3/4 inch to 3 inches
	Fine	No. 4 Sieve to 3/4 inch
Sand	Coarse	No. 10 Sieve to No. 4 Sieve
	Medium	No. 40 Sieve to No. 10 Sieve
	Fine	No. 200 Sieve to No. 40 Sieve
Silt and Clay		Passing No. 200 Sieve

PLASTICITY OF FINE-GRAINED SOILS	
Descriptor	Criteria
Nonplastic	A 1/8-inch thread cannot be rolled at any water content.
Low	The thread can barely be rolled, and the lump cannot be formed when drier than the plastic limit.
Medium	The thread is easy to roll, and not much time is required to reach the plastic limit; it cannot be rerolled after reaching the plastic limit. The lump crumbles when drier than the plastic limit.
High	It takes considerable time rolling and kneading to reach the plastic limit. The thread can be rerolled several times after reaching the plastic limit. The lump can be formed without crumbling when drier than the plastic limit.

CEMENTATION	
Descriptor	Criteria
Weak	Crumbles or breaks with handling or little finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

NOTE:

This legend sheet provides descriptors and associated criteria for required soil description components only. Refer to Caltrans Soil and Rock Logging, Classification, and Presentation Manual (2010 Edition), Section 2, for tables of additional soil description components and discussion of soil description and identification.

REF = Refusal; During drilling seating interval (first 6-inch interval) is not achieved.



Earth Mechanics, Inc.
Geotechnical and Earthquake Engineering

BORING RECORD LEGEND

Montebello Sewer Program

Project Number: 23-102-03

Date: 9-5-24

SHEET
2 of 2

LOGGED BY KK	BEGIN DATE 9-3-24	COMPLETION DATE 9-3-24	BOREHOLE LOCATION (Lat/Long or North/East and Datum) 34.0127 -118.1086	HOLE ID B-1
DRILLING CONTRACTOR 2R Drilling	BOREHOLE LOCATION (Offset, Station, Line) Palm Place		SURFACE ELEVATION 195.2 ft	
DRILLING METHOD Hollow-Stem Auger	DRILL RIG CME 75		BOREHOLE DIAMETER 8 in	
SAMPLER TYPE(S) AND SIZE(S) (ID) Bulk, Mod Cal (2.4")	SPT HAMMER TYPE 140 lbs automatic hammer drops 30-inch		HAMMER EFFICIENCY, ERI 81%	
BOREHOLE BACKFILL AND COMPLETION Soil Cuttings and Capped with Cold Patch Asphalt	GROUNDWATER DURING DRILLING READINGS NE		AFTER DRILLING (DATE)	TOTAL DEPTH OF BORING 15.5 ft

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	Gas Data	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
	0		ASPHALT Asphalt Concrete (1.5"); Aggregate Base (1.0").		0			100		12					CP, CR, R, W
193.20	1		Lean CLAY with SAND (CL); reddish brown; moist; 25% fine to coarse SAND; 75% medium plasticity fines.												
191.20	2														
	3														
189.20	4														
	5		SILTY CLAY (CL-ML); hard; brown; moist; few fine SAND; mostly fines; PP>4.5 tsf.		1	16	46	92		14	119				PI, W
	6					50/4.5"									
	7														
187.20	8		SILT with SAND (ML); hard; olive brown; moist; 24% fine SAND; 76% low plasticity fines; PP>4.5 tsf.		2	14	19	100		29	91				W
	9					31									
185.20	10		Poorly-graded SAND with SILT (SP-SM); very dense; light brown; moist; 95% fine to medium SAND; 5% nonplastic fines.		3	16	25	100		2	98				W
	11					29									
183.20	12														
	13		SILT with SAND (ML); hard; olive brown; moist; little fine SAND; mostly low plasticity fines; PP>4.5 tsf.		4	5	17	100		30	93				
181.20	14					29									
	15		Lean CLAY (CL); hard; brown; 8% fine SAND; 92% medium plasticity fines; PP>4.5 tsf.		5	16	26	100		27	95				W
	16					32									
179.20	16		Bottom of borehole at 15.5 ft bgs												
	17														
177.20	18														
	19														
175.20	20														
	21														
173.20	22														
	23														
171.20	24														
	25														



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Geotechnical and Earthquake Engineering

REPORT TITLE
BORING RECORD

HOLE ID
B-1

PROJECT OR BRIDGE NAME
Montebello Sewer Program

BRIDGE NUMBER
FO

PREPARED BY
FO

DATE
9-5-24

SHEET
1 of 1

LOGGED BY KK	BEGIN DATE 9-3-24	COMPLETION DATE 9-3-24	BOREHOLE LOCATION (Lat/Long or North/East and Datum) 34.0102 -118.1062	HOLE ID B-2
DRILLING CONTRACTOR 2R Drilling	BOREHOLE LOCATION (Offset, Station, Line) Adjacent to North 6th Street		SURFACE ELEVATION 198.1 ft	
DRILLING METHOD Hollow-Stem Auger	DRILL RIG CME 75		BOREHOLE DIAMETER 8 in	
SAMPLER TYPE(S) AND SIZE(S) (ID) Bulk, Mod Cal (2.4")	SPT HAMMER TYPE 140 lbs automatic hammer drops 30-inch		HAMMER EFFICIENCY, ERI 81%	
BOREHOLE BACKFILL AND COMPLETION Soil Cuttings and Capped with Cold Patch Asphalt	GROUNDWATER DURING DRILLING READINGS NE		AFTER DRILLING (DATE) 15.5 ft	

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	Gas Data	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
	0		ASPHALT Asphalt Concrete (3").		0			100		14					CR, W
196.10	1		SANDY lean CLAY (CL); reddish brown; moist; 4% fine GRAVEL, max. 3/4 in. dia.; 35% fine to coarse SAND; 61% medium plasticity fines.												
194.10	2														
	3														
192.10	4														
	5		Lean CLAY with SAND (CL); hard; reddish brown; moist; 19% fine SAND; 81% fines; PP>4.5 tsf.		1	2	25	100		14	120				PI, UU, W
	6					8									
	7					17									
190.10	8		SILTY, CLAYEY SAND (SC-SM); very dense; brown; moist; mostly fine to medium SAND; some low plasticity fines.		2	10	37	100		26	107				DS
	9					18									
	10					19									
188.10	11		Lean CLAY with SAND (CL); hard; brown; moist; 19% fine SAND; 81% medium plasticity fines; PP=4.5 tsf.		3	10	43	100		19	111				W
	12					16									
186.10	13		SILTY CLAY (CL-ML); hard; brown; moist; few fine to coarse SAND; mostly fines; PP=4.5 tsf.		4	22		97		16	119				PI
	14					38									
184.10	15		SANDY lean CLAY (CL); hard; brown; moist; 32% fine SAND; 68% medium plasticity fines; PP>4.5 tsf.		5	17	48	100		19	104				W
	16					22									
	17					26									
182.10	18		Bottom of borehole at 15.5 ft bgs												
	19														
180.10	20														
	21														
178.10	22														
	23														
176.10	24														
	25														



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REPORT TITLE
BORING RECORD

HOLE ID
B-2

PROJECT OR BRIDGE NAME
Montebello Sewer Program

BRIDGE NUMBER
FO

DATE
9-5-24

SHEET
1 of 1

LOGGED BY KK	BEGIN DATE 9-3-24	COMPLETION DATE 9-3-24	BOREHOLE LOCATION (Lat/Long or North/East and Datum) 34.0091 -118.1013	HOLE ID B-3
DRILLING CONTRACTOR 2R Drilling	BOREHOLE LOCATION (Offset, Station, Line) Between North First Street and North Second Street			SURFACE ELEVATION 212.5 ft
DRILLING METHOD Hand Auger	DRILL RIG Hand Auger			BOREHOLE DIAMETER 4 in
SAMPLER TYPE(S) AND SIZE(S) (ID) Bulk	SPT HAMMER TYPE N/A			HAMMER EFFICIENCY, ERI N/A
BOREHOLE BACKFILL AND COMPLETION Soil Cuttings and Capped with Cold Patch Asphalt	GROUNDWATER DURING DRILLING AFTER DRILLING (DATE) READINGS NE			TOTAL DEPTH OF BORING 10.0 ft

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	Gas Data	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
	0		ASPHALT Asphalt Concrete (3"); Aggregate Base (7").												
	1		Lean CLAY with SAND (CL); reddish brown; moist; little fine to coarse SAND; mostly fines.		0			100		11					CP, PI
210.50	2														
	3														
208.50	4														
	5		CLAYEY SAND (SC); reddish brown; moist; 3% fine GRAVEL, max. 1/2 in. dia.; 49% fine to coarse SAND; 48% low plasticity fines.		1			100		11					W
206.50	6														
	7														
204.50	8														
	9														
202.50	10		Bottom of borehole at 10.0 ft bgs												
	11														
200.50	12														
	13														
198.50	14														
	15														
196.50	16														
	17														
194.50	18														
	19														
192.50	20														
	21														
190.50	22														
	23														
188.50	24														
	25														



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Geotechnical and Earthquake Engineering

REPORT TITLE
BORING RECORD

HOLE ID
B-3

PROJECT OR BRIDGE NAME
Montebello Sewer Program

BRIDGE NUMBER
FO

DATE
9-5-24

SHEET
1 of 1

LOGGED BY KK	BEGIN DATE 9-3-24	COMPLETION DATE 9-3-24	BOREHOLE LOCATION (Lat/Long or North/East and Datum) 34.0094 -118.1061	HOLE ID B-4
DRILLING CONTRACTOR 2R Drilling	BOREHOLE LOCATION (Offset, Station, Line) South 6th Street		SURFACE ELEVATION 202.0 ft	
DRILLING METHOD Hollow-Stem Auger	DRILL RIG CME 75		BOREHOLE DIAMETER 8 in	
SAMPLER TYPE(S) AND SIZE(S) (ID) Bulk, Mod Cal (2.4")	SPT HAMMER TYPE 140 lbs automatic hammer drops 30-inch		HAMMER EFFICIENCY, ERI 81%	
BOREHOLE BACKFILL AND COMPLETION Soil Cuttings and Capped with Cold Patch Asphalt	GROUNDWATER READINGS	DURING DRILLING NE	AFTER DRILLING (DATE)	TOTAL DEPTH OF BORING 15.4 ft

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	Gas Data	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
200.00	0		ASPHALT Asphalt Concrete (3.5").		0			100		14					PI, R, W
198.00	2		SANDY lean CLAY (CL); reddish brown; moist; 2% fine GRAVEL, max. 1/2 in. dia.; 32% fine to coarse SAND; 66% fines.												
196.00	4														
194.00	6		Lean CLAY with SAND (CL); stiff; reddish brown; moist; 1% fine GRAVEL, max. 1/5 in. dia.; 28% fine to medium SAND; 71% medium plasticity fines; PP=0.75 tsf.		1	3	9	100		16	110				CR, UU, W
192.00	8		SILTY SAND (SM); very dense; brown; moist; mostly fine to medium SAND; little nonplastic fines.		2	9	45	100		15	112				
190.00	10		SANDY SILT (ML); dense; brown; 33% fine to medium SAND; 67% nonplastic fines.		3	13	43	100		12	106				DS, W
188.00	12														
186.00	14		Poorly-graded SAND with GRAVEL (SP); very dense; light brown; moist; little fine to coarse GRAVEL, max. 3/4 in. dia.; mostly fine to coarse SAND; trace nonplastic fines.		4	14	56	100		2	104				
	15		Poorly-graded SAND (SP); very dense; brown; moist; 1% fine to coarse GRAVEL, max. 3/4 in. dia.; 96% fine to coarse SAND; 3% nonplastic fines.		5	9		100		3	104				W
	16		Bottom of borehole at 15.4 ft bgs												
	17														
	18														
	19														
	20														
	21														
	22														
	23														
	24														
	25														



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REPORT TITLE
BORING RECORD

HOLE ID
B-4

PROJECT OR BRIDGE NAME
Montebello Sewer Program

BRIDGE NUMBER
FO

DATE
9-5-24

SHEET
1 of 1

LOGGED BY KK	BEGIN DATE 9-3-24	COMPLETION DATE 9-3-24	BOREHOLE LOCATION (Lat/Long or North/East and Datum) 34.0083 -118.1023	HOLE ID B-5
DRILLING CONTRACTOR 2R Drilling	BOREHOLE LOCATION (Offset, Station, Line) Between South Second Street and South Third Street			SURFACE ELEVATION 209.6 ft
DRILLING METHOD Hand Auger	DRILL RIG Hand Auger			BOREHOLE DIAMETER 4 in
SAMPLER TYPE(S) AND SIZE(S) (ID) Bulk	SPT HAMMER TYPE N/A			HAMMER EFFICIENCY, ERI N/A
BOREHOLE BACKFILL AND COMPLETION Soil Cuttings and Capped with Cold Patch Asphalt	GROUNDWATER DURING DRILLING AFTER DRILLING (DATE) READINGS NE			TOTAL DEPTH OF BORING 10.0 ft

ELEVATION (ft)	DEPTH (ft)	Material Graphics	DESCRIPTION	Sample Location	Sample Number	Blows per 6 in.	Blows per foot	Recovery (%)	Gas Data	Moisture Content (%)	Dry Unit Weight (pcf)	Shear Strength (tsf)	Drilling Method	Casing Depth	Remarks
	0		ASPHALT Asphalt Concrete (3.0"); Aggregate Base (10.5").												
207.60	1		SANDY SILTY CLAY (CL-ML); reddish brown; moist; 2% fine GRAVEL, max. 1/2 in. dia.; 35% fine to coarse SAND; 63% fines.		0			100		12					CR, PI, W
205.60	2														
	3														
203.60	4														
	5		3% GRAVEL, max. 1/2 in. dia.; 35% SAND; 62% fines.		1			100		13					PI, W
201.60	6														
	7														
199.60	8														
	9														
	10		Bottom of borehole at 10.0 ft bgs												
	11														
197.60	12														
	13														
195.60	14														
	15														
193.60	16														
	17														
191.60	18														
	19														
189.60	20														
	21														
187.60	22														
	23														
185.60	24														
	25														



Earth Mechanics, Inc.

Geotechnical and Earthquake Engineering

REPORT TITLE
BORING RECORD

HOLE ID
B-5

PROJECT OR BRIDGE NAME
Montebello Sewer Program

BRIDGE NUMBER
FO

PREPARED BY
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DATE
9-5-24

SHEET
1 of 1

APPENDIX B
LABORATORY TEST RESULTS

TABLE B-1 SUMMARY OF LABORATORY TEST RESULTS

Project No. : 23-103-2 Project Name : MTC, Montebello Sewer Program

Boring No.	Sample No.	Sample Depth (ft)	Soil Identification (group symbol) ASTM D2488/D2487	Moisture Content ASTM D2216 (%)	Total Unit Weight ASTM D2937 (pcf)	Pocket Penetrometer (tsf)	Torvane Shear (tsf)	Grain Size Distribution GR:SA:FI (%)	Max. Dry Density/OPT Moisture	Atterberg Limits ASTM D4318 (LL/PL/PI)	Soil-Minimum Resistivity CT-643 (ohm-cm)	Soil-pH CT-643	Soil-Soluble Sulfate Content CT-417 (ppm)	Soil-Moisture Free Chloride Content CT-422 (ppm)
B-1	B-0	0	CL	11.9				0:25:75			3800	7.7	285	153
B-1	D-1	5	CL-ML	13.9	135.8	5				22/18/4				
B-1	D-2	7.5	ML	28.7	116.5	5		0:24:76						
B-1	D-3	10	SP-SM	2.3	100.2			0:95:5						
B-1	D-4	12.5	ML	29.7	120.4	>4.5								
B-1	D-5	14	CL	27.2	120.9	5		0:8:92						
B-2	B-0	0	CL	14.0				4:35:61			4000	8.2	106	105
B-2	D-1	5	CL	13.8	136.1	>4.5		0:19:81		31/15/16				
B-2	D-2	7.5	SC-SM	25.7	134.4									
B-2	D-3	10	CL	19.0	132.0			0:20:80						
B-2	D-4	12.5	CL-ML	15.6	137.2	>4.5				22/17/5				
B-2	D-5	14	CL	19.3	124.5	5		0:32:68						
B-3	B-0	0	CL	10.7					128.3/9.5	22/13/9				
B-3	B-1	5	SC	11.1				3:48:49						
B-4	B-0	0	CL	13.9				2:32:66		26/14/12				
B-4	D-1	5	CL	15.7	127.5	1.25		1:28:71			2900	8.3	741	196
B-4	D-2	7.5	SM	15.5	129.9									
B-4	D-3	10	ML	11.6	118.2			0:33:67						
B-4	D-4	12.5	SP	2.1	106.3									
B-4	D-5	14	SP	3.0	107.4			1:96:3						
B-5	B-0	0	CL-ML	12.0				2:35:63		20/13/7	7800	7.6	311	153
B-5	B-1	5	CL-ML	12.5				3:35:62		20/13/7				



COMPACTION TEST

Client: Earth Mechanics Inc.
 Project Name: MTC, Montebello Sewer Program
 Project No.: 23-102-3
 Boring No.: B-1
 Sample No.: B-0
 Visual Sample Description: Lean Clay with Sand

AP Number: 24-0908
 Tested By: TV Date: 09/11/24
 Calculated By: JG Date: 09/12/24
 Checked By: AP Date: 09/13/24
 Depth (ft.): 0-5

METHOD

MOLD VOLUME (CU.FT)

<u>A</u>
<u>0.0333</u>

Compaction Method

Preparation Method

- ☒ ASTM D1557
☐ ASTM D698
☐ Moist
☒ Dry

Wt. Comp. Soil + Mold (gm.)	<u>3804</u>	<u>3943</u>	<u>3963</u>	<u>3895</u>		
Wt. of Mold (gm.)	<u>1851</u>	<u>1851</u>	<u>1851</u>	<u>1851</u>		
Net Wt. of Soil (gm.)	<u>1953</u>	<u>2092</u>	<u>2113</u>	<u>2045</u>		
Container No.						
Wt. of Container (gm.)	<u>149.30</u>	<u>149.56</u>	<u>149.66</u>	<u>149.87</u>		
Wet Wt. of Soil + Cont. (gm.)	<u>613.13</u>	<u>670.29</u>	<u>642.21</u>	<u>670.96</u>		
Dry Wt. of Soil + Cont. (gm.)	<u>580.70</u>	<u>622.39</u>	<u>586.97</u>	<u>602.96</u>		
Moisture Content (%)	<u>7.52</u>	<u>10.13</u>	<u>12.63</u>	<u>15.01</u>		
Wet Density (pcf)	<u>129.17</u>	<u>138.36</u>	<u>139.72</u>	<u>135.22</u>		
Dry Density (pcf)	<u>120.14</u>	<u>125.63</u>	<u>124.05</u>	<u>117.57</u>		

Maximum Dry Density (pcf)

126.1

Optimum Moisture Content (%)

11.0

Maximum Dry Density w/ Rock Correction (pcf)

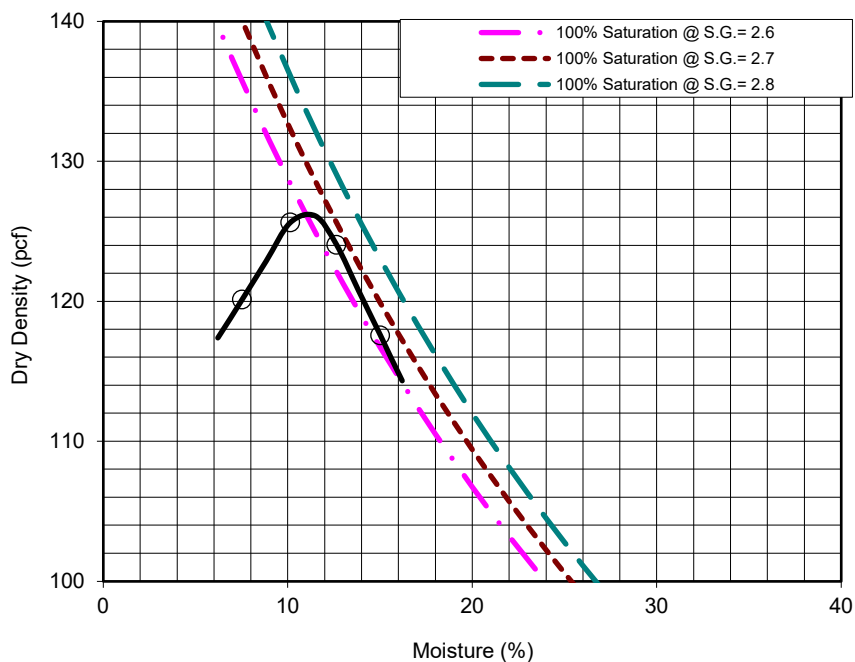
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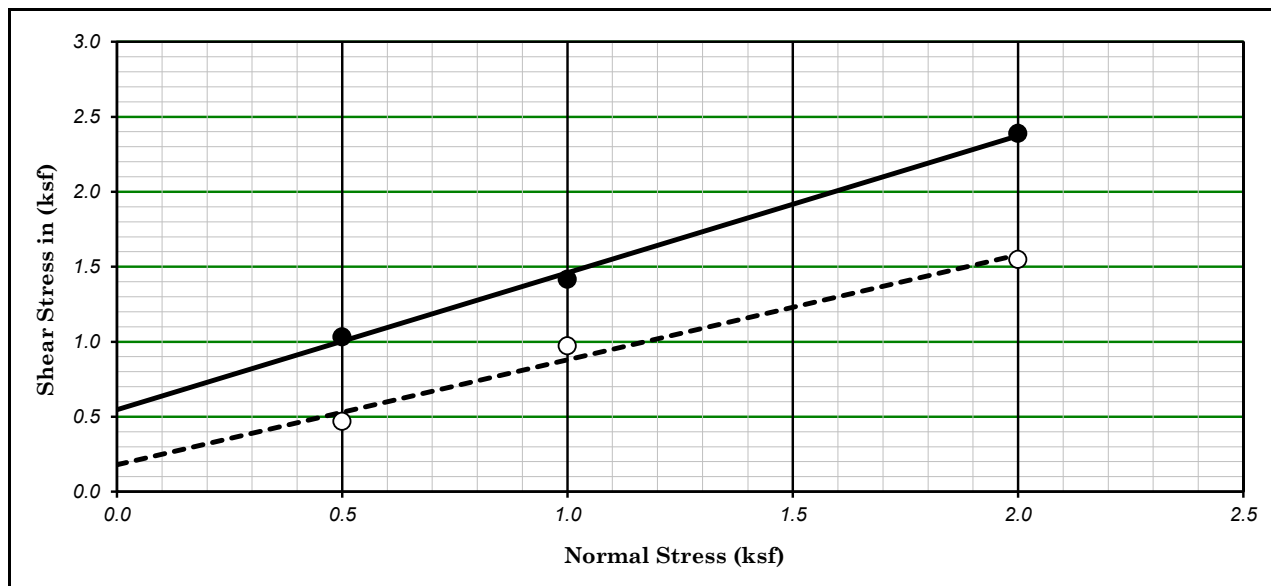
Optimum Moisture Content w/ Rock Correction (%)

N/A

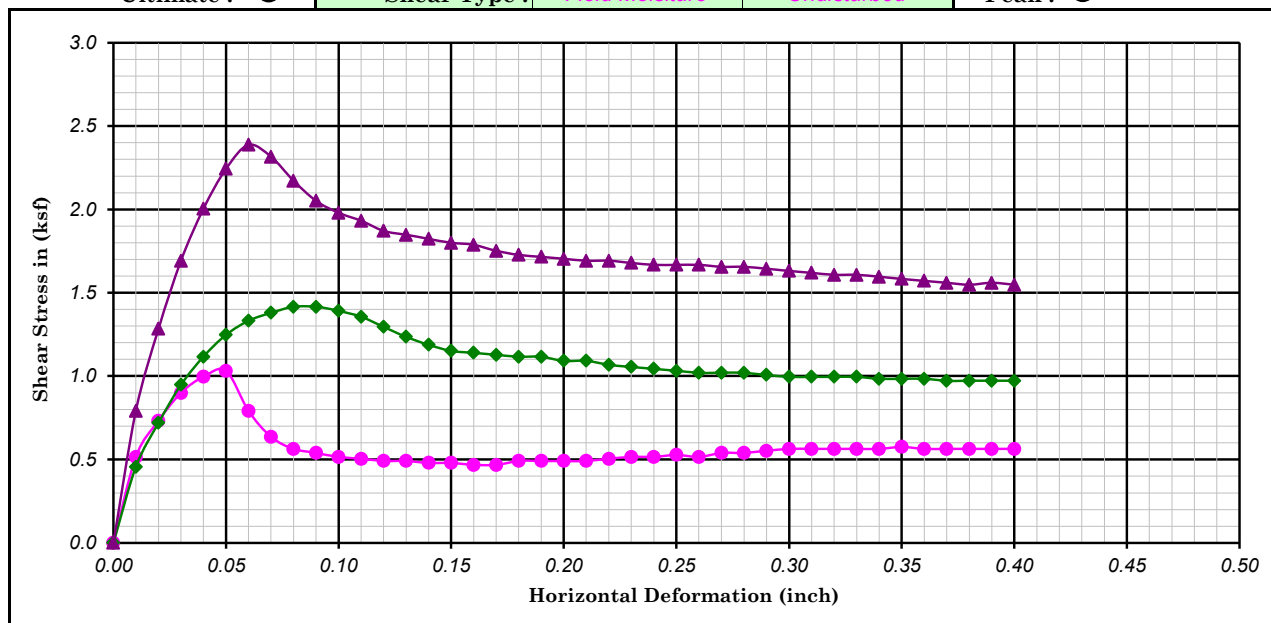
PROCEDURE USED

- ☒ **METHOD A: Percent of Oversize:** 0.1%
 Soil Passing No. 4 (4.75 mm) Sieve
 Mold: 4 in. (101.6 mm) diameter
 Layers: 5 (Five)
 Blows per layer: 25 (twenty-five)
- ☐ **METHOD B: Percent of Oversize:** N/A
 Soil Passing 3/8 in. (9.5 mm) Sieve
 Mold: 4 in. (101.6 mm) diameter
 Layers: 5 (Five)
 Blows per layer: 25 (twenty-five)
- ☐ **METHOD C: Percent of Oversize:** N/A
 Soil Passing 3/4 in. (19.0 mm) Sieve
 Mold: 6 in. (152.4 mm) diameter
 Layers: 5 (Five)
 Blows per layer: 56 (fifty-six)





Ultimate : ○ Shear Type : Field Moisture Undisturbed Peak : ●



Boring No. : <i>B-2</i>		Strength Intercept (C) :		<i>0.55</i>	(ksf)	Peak	<i>0.18</i>	(ksf)	Ultimate	
Sample No. : <i>D-2</i>				<i>26.14</i>	(kPa)		<i>8.62</i>	(kPa)		
Depth (ft/m) :	<i>7.5</i> <i>0.00</i>	Friction Angle (ϕ) :		<i>42.42</i>	Degree		<i>34.97</i>	Degree		
Description : <i>Brown, SILTY CLAYEY SAND (SC-SM)</i>						Shear Rate (inch/minute) : <i>0.02</i>				
SYMBOL	MOISTURE CONTENT (%)	DRY DENSITY		VOID RATIO	NORMAL STRESS		PEAK STRESS		ULTIMATE STRESS	
		(pcf)	(kN/m ³)		(ksf)	(kPa)	(ksf)	(kPa)	(ksf)	(kPa)
	<i>11.63</i>	<i>116.81</i>	<i>18.39</i>	<i>0.44</i>	<i>0.50</i>	<i>23.94</i>	<i>1.03</i>	<i>49.41</i>	<i>0.47</i>	<i>22.41</i>
	<i>11.52</i>	<i>122.05</i>	<i>19.21</i>	<i>0.38</i>	<i>1.00</i>	<i>47.88</i>	<i>1.42</i>	<i>67.80</i>	<i>0.97</i>	<i>46.54</i>
	<i>11.59</i>	<i>121.48</i>	<i>19.12</i>	<i>0.39</i>	<i>2.00</i>	<i>95.76</i>	<i>2.39</i>	<i>114.34</i>	<i>1.55</i>	<i>74.12</i>



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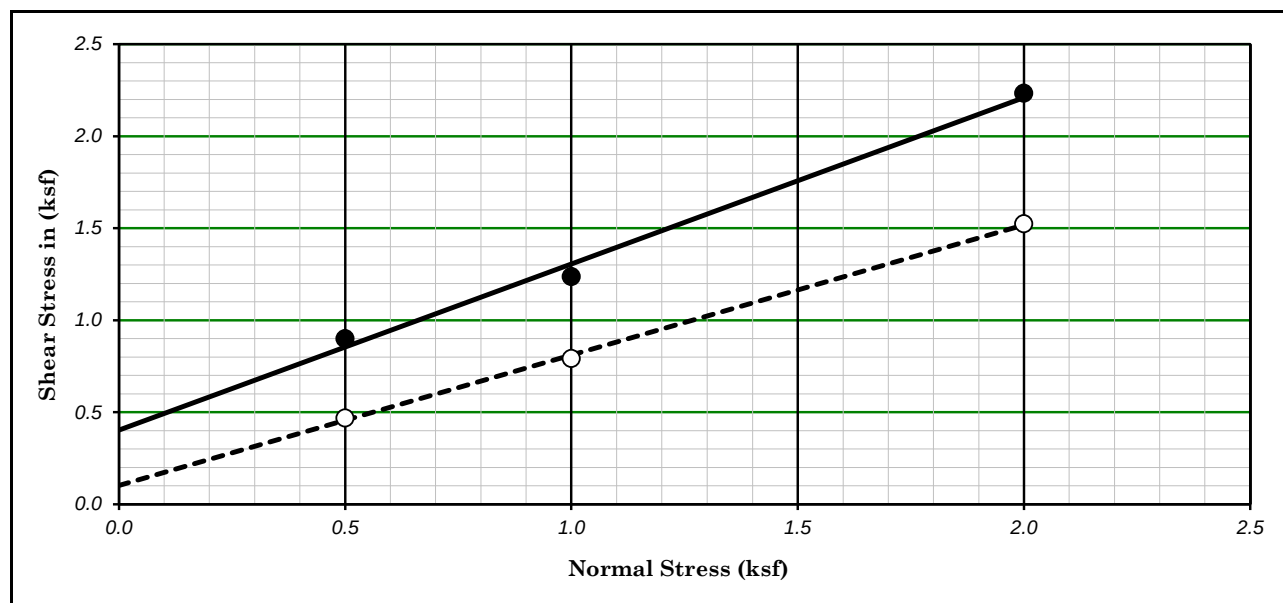
DIRECT SHEAR TEST

(ASTM D-3080)

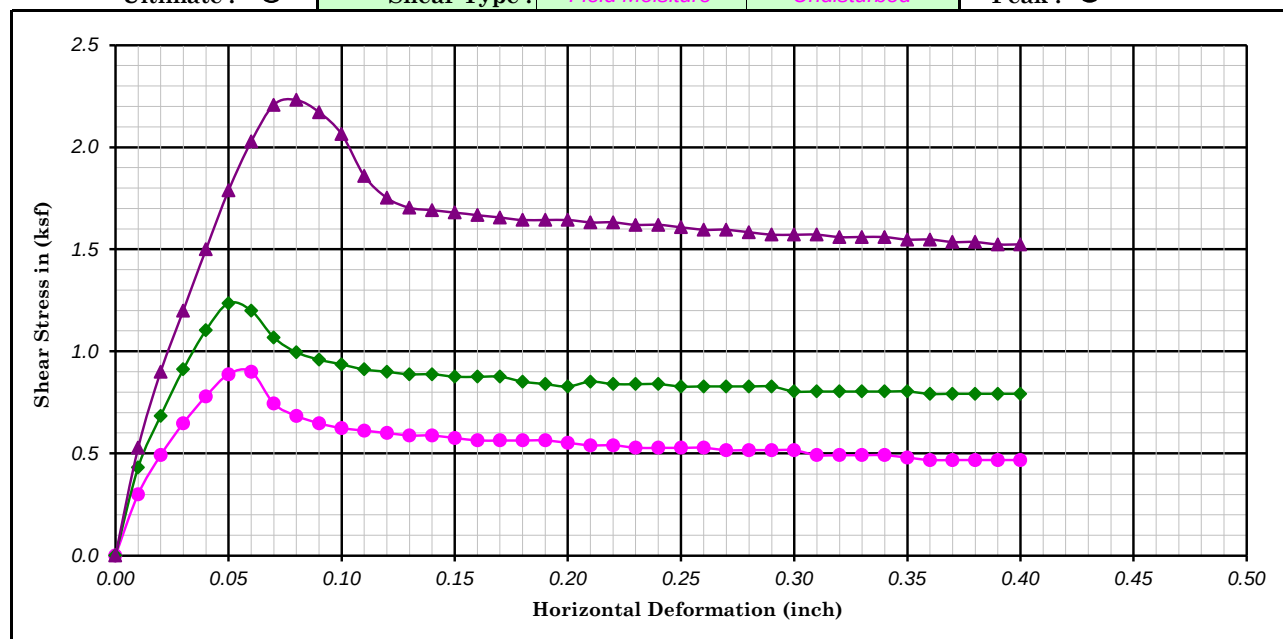
Project No. : 23-102-3

Date : 09/05/24

Figure No.



Ultimate : ○ Shear Type : Field Moisture Undisturbed Peak : ●



Boring No. : B-4			Strength Intercept (C) :		0.40	(ksf)	Peak	0.10	(ksf)	Ultimate
Sample No. : D-3					19.25	(kPa)		4.88	(kPa)	
Depth (ft/m) : 10.0		0.00	Friction Angle (ϕ) :		42.10	Degree		35.30	Degree	
Description : Brown, SANDY SILT (ML)Shear Rate (inch/minute) : 0.02										
SYMBOL	MOISTURE CONTENT (%)	DRY DENSITY		VOID RATIO	NORMAL STRESS		PEAK STRESS		ULTIMATE STRESS	
		(pcf)	(kN/m ³)		(ksf)	(kPa)	(ksf)	(kPa)	(ksf)	(kPa)
●	25.66	93.90	14.78	0.80	0.50	23.94	0.90	43.09	0.47	22.41
◆	25.67	95.92	15.10	0.76	1.00	47.88	1.24	59.18	0.79	37.92
▲	26.43	92.96	14.63	0.81	2.00	95.76	2.23	106.87	1.52	72.97



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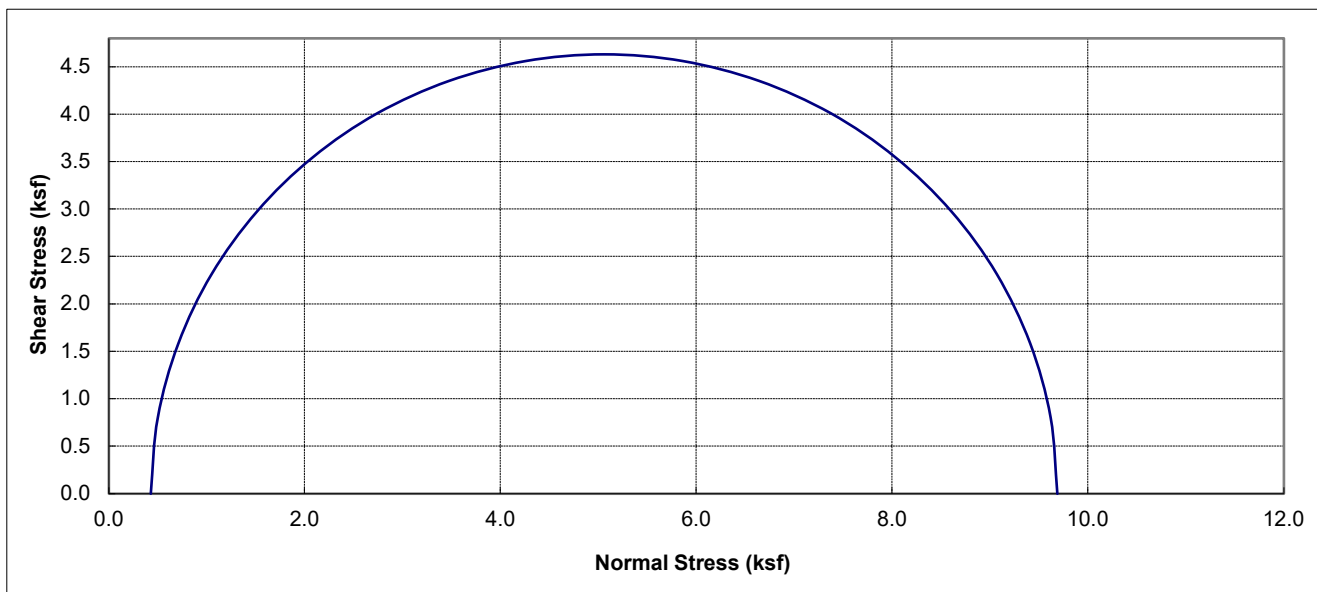
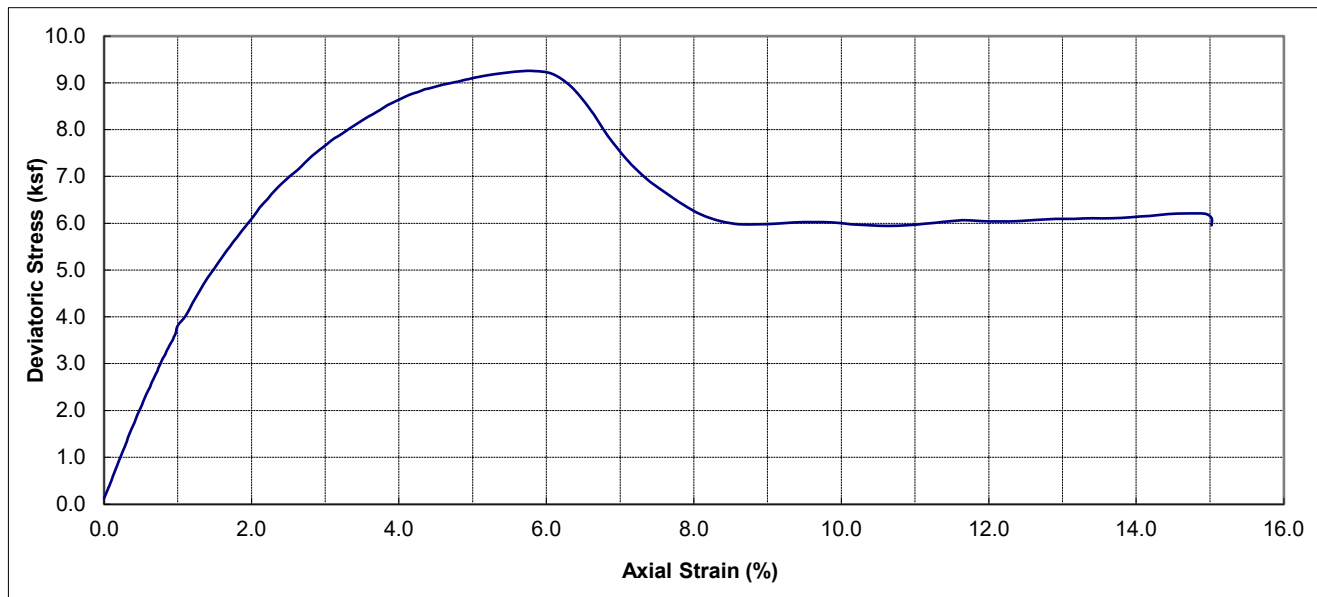
MTC, Montebello Sewer Program

Project No. : 23-102-3 Date : 09/05/24

DIRECT SHEAR TEST

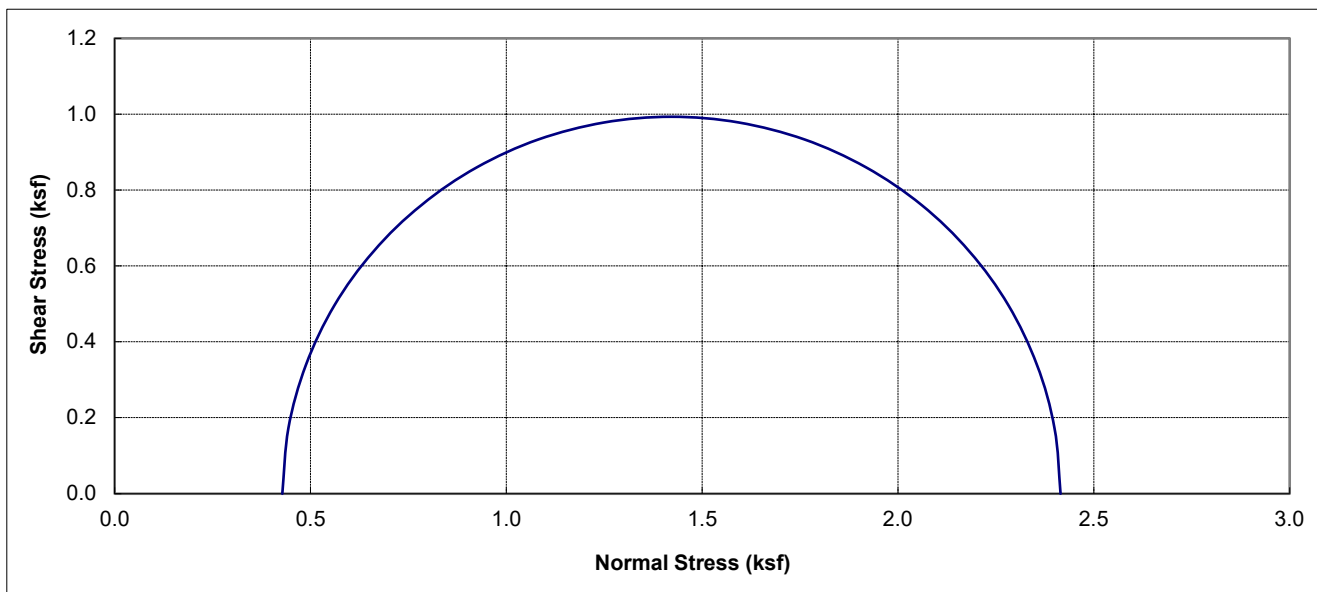
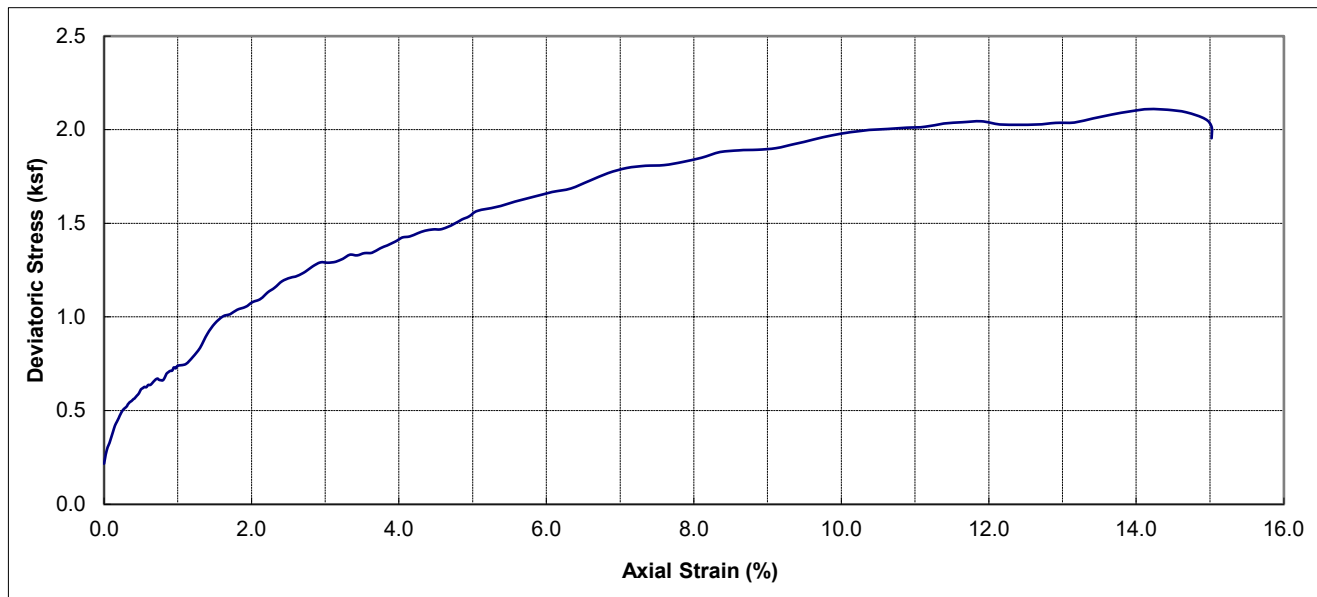
(ASTM D-3080)

Figure No.



Boring No.	Sample No.	Depth (ft)	Soil Type	Dry Density (pcf)	Moisture Content (%)	Conf. Stress (ksf)	Max Dev. Stress (ksf)	Initial Saturation (%)
B-2	D-1	5	Reddish brown, Lean CLAY with SAND (CL)	120.9	13.78	0.43	9.26	94.4

 Earth Mechanics, Inc. Geotechnical and Earthquake Engineering	MTC, Montebello Sewer Program	
	UNCONSOLIDATED UNDRAINED TEST (ASTM D2850)	
Project No. : 23-103-3	Date : 09/07/24	
	Figure No. :	



Boring No.	Sample No.	Depth (ft)	Soil Type	Dry Density (pcf)	Moisture Content (%)	Conf. Stress (ksf)	10% Axial Strain Dev. Stress (ksf)	Initial Saturation (%)
B-4	D-1	5	Reddish brown, Lean CLAY with SAND (CL)	111.9	15.69	0.43	1.99	83.7

 Earth Mechanics, Inc. Geotechnical and Earthquake Engineering	MTC, Montebello Sewer Program	
	UNCONSOLIDATED UNDRAINED TEST (ASTM D2850)	
Project No. : 23-103-3	Date : 09/07/24	Figure No. :

**AP Engineering and Testing, Inc.**

DBE|MBE|SBE

2607 Pomona Boulevard | Pomona, CA 91768

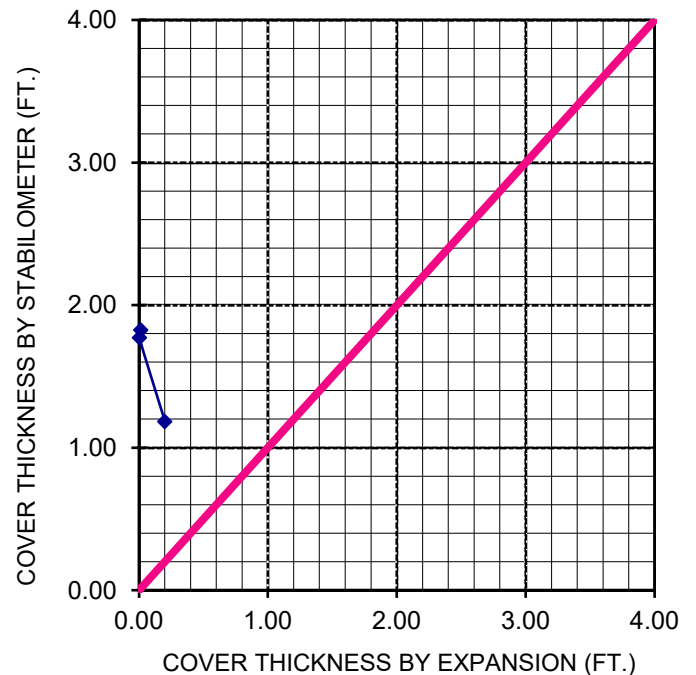
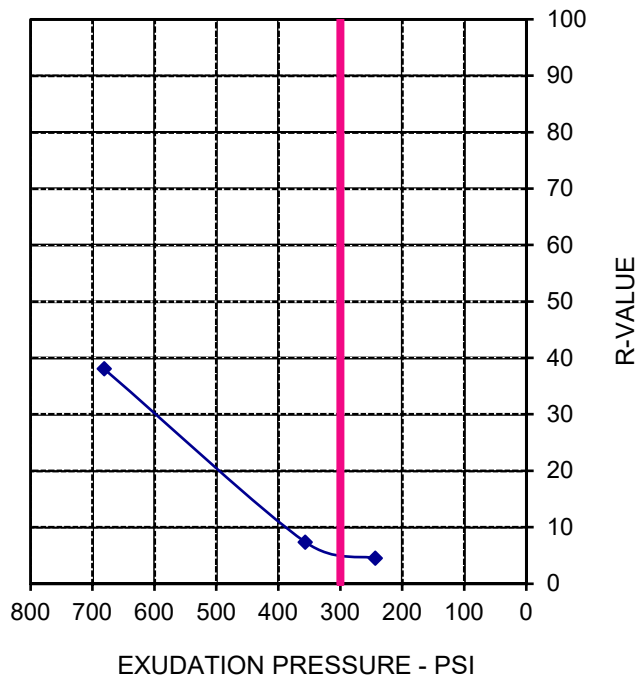
t. 909.869.6316 | f. 909.869.6318 | www.aplaboratory.com

R-VALUE TEST DATA

ASTM D2844

Project Name: MTC, Montebello Sewer ProgramTested By: ST Date: 09/10/24Project Number: 23-102-3Computed By: KM Date: 09/11/24Boring No.: B-1Checked By: AP Date: 09/13/24Sample No.: B-0 Depth (ft.): 0-5Location: N/ASoil Description: Lean Clay with Sand

Mold Number	A	B	C		R-VALUE	By Exudation:	5
Water Added, g	0	40	53			By Expansion:	*N/A
Compact Moisture(%)	13.1	17.2	18.6			At Equilibrium:	5
Compaction Gage Pressure, psi	350	75	50			(by Exudation)	
Exudation Pressure, psi	681	356	243		Remarks	Gf = 1.34, and 0.0 % Retained on the 3/4" *Not Applicable	
Sample Height, Inches	2.4	2.5	2.6				
Gross Weight Mold, g	3048	3050	3056				
Tare Weight Mold, g	1965	1965	1967				
Net Sample Weight, g	1083	1085	1090				
Expansion, inches $\times 10^{-4}$	60	1	4				
Stability 2,000 (160 psi)	30/70	64/134	67/144				
Turns Displacement	4.65	6.12	6.15				
R-Value Uncorrected	41	7	4				
R-Value Corrected	38	7	5				
Dry Density, pcf	120.9	112.2	107.1				
Traffic Index	8.0	8.0	8.0				
G.E. by Stability	1.18	1.77	1.82				
G.E. by Expansion	0.20	0.00	0.01				



**AP Engineering and Testing, Inc.**

DBE|MBE|SBE

2607 Pomona Boulevard | Pomona, CA 91768

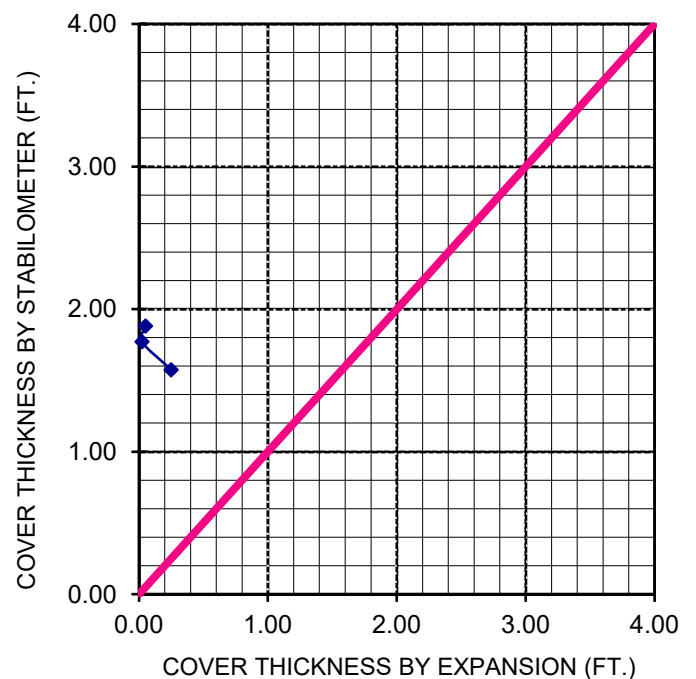
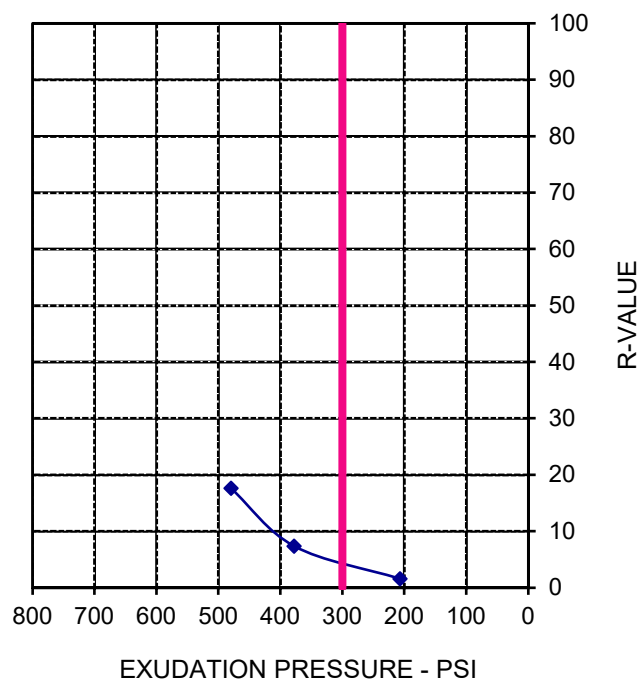
t. 909.869.6316 | f. 909.869.6318 | www.aplaboratory.com

R-VALUE TEST DATA

ASTM D2844

Project Name: MTC, Montebello Sewer ProgramTested By: ST Date: 09/10/24Project Number: 23-102-3Computed By: KM Date: 09/11/24Boring No.: B-4Checked By: AP Date: 09/13/24Sample No.: B-0 Depth (ft.): 0-5Location: N/ASoil Description: Sandy Lean Clay

Mold Number	F	D	E		R-VALUE	By Exudation:	4
Water Added, g	8	0	-23			By Expansion:	*N/A
Compact Moisture(%)	18.0	17.2	15.0			At Equilibrium:	4
Compaction Gage Pressure, psi	50	75	150			(by Exudation)	
Exudation Pressure, psi	207	378	480		Remarks	Gf = 1.34, and 0.8 % Retained on the 3/4" *Not Applicable	
Sample Height, Inches	2.5	2.5	2.5				
Gross Weight Mold, g	2938	3028	3070				
Tare Weight Mold, g	1868	1954	1963				
Net Sample Weight, g	1071	1075	1107				
Expansion, inches $\times 10^{-4}$	15	7	75				
Stability 2,000 (160 psi)	75/155	65/136	52/115				
Turns Displacement	5.09	5.58	4.58				
R-Value Uncorrected	2	7	18				
R-Value Corrected	2	7	18				
Dry Density, pcf	110.0	111.2	116.7				
Traffic Index	8.0	8.0	8.0				
G.E. by Stability	1.88	1.77	1.57				
G.E. by Expansion	0.05	0.02	0.25				



APPENDIX “E”

PROJECT LABOR AGREEMENT NO. 4202

**AGREEMENT NO. 4202 – LOS ANGELES/ORANGE
COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL AND THE SIGNATORY CRAFT
COUNCILS AND UNIONS**



Los Angeles / Orange Counties Building and Construction Trades Council

Affiliated with the Building & Construction Trades Dept., AFL-CIO

1626 Beverly Boulevard
Los Angeles, CA 90026-5784
Phone (213) 483-4222
(714) 827-6791
Fax (213) 483-4419



May 1, 2024

City of Montebello
Attn: Kimberly Guillen,
Administration Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: Project Labor Agreement between the City of Montebello and the Los Angeles/Orange Counties
Building and Trades Council

Dear Ms. Guillen,

Enclosed you will find signed fully executed Project Labor Agreement between the City of Montebello and
the Los Angeles/Orange Counties Building and Trades Council.

If you should have any questions, please call me at the Council office.

Sincerely,

Alejandra Gallardo
Administrative Assistant

EM: ag/OPEIU#537/afl-cio

PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF MONTEBELLO PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into by and between the City of Montebello and its successors or assigns, ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Improvement Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every applicable contract for Project Work to be awarded by the City.

ARTICLE I **DEFINITIONS**

Section 1.1 "Agreement" means this Project Labor Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the City as defined by Section 2.2.

Section 1.4 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Montebello.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such

Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.8 “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 "Project," "City Project" or “Project Work” means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public projects, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below, excluding those listed under Section 2.5 below.

Section 1.10 “Local small business enterprise” means that which is organized for profit; has a place of business in the US with a main office in Los Angeles County in the past 12 months; operates primarily within the US or makes significant contributions to the US economy through payment of taxes or use of American products, materials or labor; is independently owned and operated and is not dominant in its field on a national basis; has 15 or fewer employees and an average annual gross receipts of \$10 million or less for the last 3 years.

Section 1.11 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City’s Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City’s facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation, unless specifically excluded in the definition of a Project.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade contracts that exceed \$500,000 and all subcontracts arising from these prime contracts; and

(b) All prime specialty contracts that exceed the Uniform Public Construction Cost Accounting Act (UPCCA) formal bidding threshold of \$200,000 and all subcontracts arising from these specialty contracts. In the event of an amendment to the UPCCA resulting in an increase of the formal bidding threshold established within the law, this subsection (b) shall reflect the same;

(c) Work covered by this Agreement shall also include projects built by, with or for the City where the City has a "Proprietary Interest" in a project. For the purposes of this Article, Proprietary Interest means: Where the City owns all or part of the project site or project to be developed, has an investment in the project site or project to be developed that exceeds two-million dollars, will receive income and/or tax increments from the project that exceeds two-million dollars, provides for financing of the project, or arranges for grants to supplement project financing.

(d) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsections (a) and (b), above.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2 (a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the City, Project Labor Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees

where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Materials Testers (collectively "Inspectors") are covered crafts under the PLA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Crafts. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of a Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, City or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with this Project;

(i) Off-site laboratory work for testing;

(j) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement;

(k) Work on the Project performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action outside of the Contractor's control;

(l) Any projects to take place on the following parcels relating to the golf course area: 5267-010-908, 5267-010-907, 5267-006-901, 5267-006-900, 5267-009-901, 5267-007-900, 5267-007-901, 5267-009-900, 5267-009-902, and 5267-009-904 (see Attachment E for Parcel Map), except for projects approved under the Park Master Plan for the golf course parcels identified herein that satisfy the thresholds set forth in Section 2.2 of this Agreement that are to take place on the parcels listed herein. The Park Master Plan for the golf course parcels

identified herein is a document intended to be approved, evaluated, and considered by the City Council at a future date; and

(m) Grant funded collaborations/ formula funded projects that conflict with this agreement; and projects that have been let out for bids before the execution of this Agreement.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 and subject to the work thresholds set forth in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3

UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the

foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local business enterprises on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (15) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder

of the County of Los Angeles. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

Section 3.6 To facilitate the dispatch of area residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When area residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process,

to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4 **UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the

Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and

state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits
Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Najeeb Khoury who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if

any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities;
- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties

- (a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;
- (b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work

with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period,

the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) David Weinberg; (6) Najeeb Khoury; and (7) Andrea Dooley. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10

REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11

SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12

APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13

PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to

commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14 **WORK OPPORTUNITIES PROGRAM**

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Area Residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

- a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and
- b) Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and
- c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15 **SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that

if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16

WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18

DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from January 1, 2024, and shall remain in effect for a period of five (5) years with three one-year renewals upon mutual written agreement of the Parties, unless either Party provides written notice of its intent to terminate, sent no later than sixty (60) days prior to the termination date or successor termination date; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Project Labor Coordinator.

IN WITNESS whereof the Parties have caused this Project Labor Agreement to be executed as of the date and year above stated, and to be effective as of January 1, 2024.

CITY OF MONTEBELLO

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____

David N. Torres
Mayor

By: _____

Ernesto Medrano
Executive Secretary

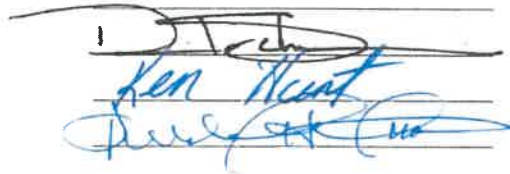
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 600)
 Electricians (Local 11)
 Elevator Constructors (Local 18)
 Guniters Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 District Council of Laborers
 Laborers (Local 300)
 Laborers (Local 1184)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers Local 78)
 Pipe Trades (Sprinkler Fitters Local 709)
 Plasterers (Local 200)
 Plaster Tenders Local (1414)
 Roofers & Waterproofers (Local 36)
 Sheet Metal Workers (Local 105)
 Teamsters (Local 986)
 Western States Regional Council of Carpenters

DocuSigned by:
Michael Patterson
 8C323100A3E4D4...
 DocuSigned by:
Luis Miramontes
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 DocuSigned by:
Luis Alcala
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Ricardo Gonzalez
 86C0D08F7F442...
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Edo Cco
 81A8F68F174D1...
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Tony Garganiga
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 DocuSigned by:
Ed Leary (Guniters #345)
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Frankie Jimenez
 8E8E42A3F9440...
 DocuSigned by:
Rod R. W.
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 DocuSigned by:
Jon Priado
 8B1E1C37F8B4A...
 DocuSigned by:
SERGIO RUSCON
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W. H. 1184
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 DocuSigned by:
Enesto Tocco
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Ben Clayton
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Ricardo Pina
 8C1A47F0F5F6A...
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Jeremy Diaz
 843D1E771E8D7...
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Todd Golden
 8E8B0A72D1B47...
 DocuSigned by:
Christian Blumcourt
 8A4D77B8A3A36...
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Jose Sanchez
 80E2A8B4F8A47...
 DocuSigned by:
Cliff Smith
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Steve Rinson
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Calder Bonas
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Josh Kaper
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LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)
Boilermakers (Local 92)
Bricklayers & Allied Craftworkers (Local 4)
Cement Masons (Local 600)
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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



Attachment C
Appendix E

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Los Angeles

From: (Public Agency): City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

(Address)

Project Title: CP No. 919 Downtown Sewer Replacement

Project Applicant: City of Montebello

Project Location - Specific: Whittier Boulevard between Montebello Boulevard and the west City limits, including the alleyways north and south of Whittier Boulevard.

Project Location – City: Montebello

Project Locations – County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project: Replacement of 5,100 linear feet of cement sewer in the City's downtown area.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: Cesar Roldan, Director of Public Works

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a)); Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: \$15282(k) (Other Statutory Exemptions)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: Environmental Assessment pursuant to California State California Environmental Quality Act (CEQA) Guidelines \$15282(k) (Other Statutory Exemptions). This exemption allows for installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code.

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: June 12, 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 # 18

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 25-42 ADOPTING THE 2025 SANITARY SEWER MANAGEMENT PLAN AND AUTHORIZING THE RE-CERTIFICATION WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB)**

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Resolution No. 25-42 adopting the 2025 Sewer System Management Plan; and
2. Authorize the Director of Public Works to re-certify the 2025 Sanitary Sewer Management Plan with the State Water Resources Control Board (SWRCB); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of the Sewer System Management Plan.

BACKGROUND/DISCUSSION:

The City updates the Sanitary Sewer Management Plan (SSMP) to remain consistent with General Plan, provisions of wastewater service, and to comply with statewide General Waste Discharge Requirements (GWDR). To provide a consistent, statewide regulatory approach to address sanitary sewer spills, the State Water Resources Control Board (SWRCB) adopted statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Water Quality Order No. 2022-0103-DWQ (Sanitary Sewer Systems General Order) on December 6, 2022. The Sanitary Sewer Systems General Order

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 2

(Order), made effective by the SWRCB on June 5, 2023, requires public agencies that own or operate sanitary sewer systems to develop and implement sewer system management plans and report all sanitary sewer spills to the State Water Board's online California Integrated Water Quality System (CIWQS) Sanitary Sewer System Database. The City is required to comply with these requirements, which indicate that an updated and approved SSMP must be adopted by August 4, 2025.

The SSMP undergoes an internal audit at a minimum every two years and requires approval by the City Council (Attachment A) every five years, or when the audit identifies a major change is needed. The 2025 SSMP (Attachment B) is a living document that requires updates that rely on the varying changes to the City's programs, policies, statewide mandates, etc. in compliance with the new order. The SSMP is an effective tool for the ongoing management of the City's sanitary sewer network and preventing sanitary sewer overflows. The SSMP focuses on the City's effort to comply with State measures and regulations.

ENVIRONMENTAL:

The SSMP update primarily incorporates continuing administrative and maintenance activities, including updates to procedures and operations of existing facilities in accordance with GWDRs, and as a result, the SSMP is not subject to the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(2) of California Code of Regulations, Title 14, Division 6, Chapter 3 Under the California Code of Regulations, Title 14, Division 6, Chapter 3 (CEQA Guidelines); provided, that even if CEQA applied, the administrative and maintenance activities of the SSMP update, primarily ministerial in nature, would involve operation, repair, maintenance or minor alteration of existing public facilities involving negligible or no expansion of existing or former use and would qualify as a Class 1 exemption under CEQA Guidelines Section 15301. Accordingly, no further environmental review is necessary.

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council approve Resolution No. 25-42 to adopt the 2025 Sewer System Management Plan; and, authorize the Director of Public Works to re-certify the 2025 Sanitary Sewer Management Plan with the State Water Resources Control Board.

ATTACHMENT(S)

1. Attachment A - Resolution No. 25-42
2. Attachment B - Sanitary Sewer Management Plan May 2025

RESOLUTION NO. 25-42

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING AND ADOPTING THE UPDATED SEWER SYSTEM MANAGEMENT PLAN AND CERTIFYING THE MATERIAL CONSISTENCY WITH THE STATEWIDE WASTE DISCHARGE REQUIREMENTS UNDER THE GENERAL ORDER FOR SANITARY SEWER SYSTEMS

RECITALS

WHEREAS, on May 2, 2006, the State Water Resources Control Board (SWRCB) adopted Order No. 2006-0003, the Statewide General Water Discharge Requirements (WDRs) for Sanitary Sewer Systems;

WHEREAS, these Waste Discharge Requirements (WDRs) serve as the regulatory framework for all public agencies that own or operate sanitary sewer collection systems exceeding one mile in length and that transport untreated or partially treated wastewater to a publicly owned treatment facility;

WHEREAS, the objectives of WDRs are to reduce the frequency and volume of Sanitary Sewer Overflows (SSOs) by requiring public agencies to properly manage, operate, and maintain their wastewater collection system. This is to be done by developing, implementing, and updating an agency-specific Sewer System Management Plan (SSMP);

WHEREAS, on December 6, 2022, the SWRCB adopted Order No. 2022-103-DWQ, Statewide WDRs - General Order for Sanitary Sewer Systems, which became effective on June 5, 2023, and superseded Order No. 2006-0003; and

WHEREAS, the SSMP update primarily incorporates continuing administrative and maintenance activities, including updates to procedures and operations of existing facilities in accordance with WDRs, and as a result, the SSMP is not subject to the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(2) of California Code of Regulations, Title 14, Division 6, Chapter 3 Under the California Code of Regulations, Title 14, Division 6, Chapter 3 (CEQA Guidelines); provided, that even if CEQA applied, the administrative and maintenance activities of the SSMP update, primarily ministerial in nature, would involve operation, repair, maintenance or minor alteration of existing public facilities involving negligible or no expansion of existing or former use and would qualify as a Class 1 exemption under CEQA Guidelines Section 15301. Accordingly, no further environmental review is necessary.

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

SECTION 1. AUTHORITY. The Council hereby approves the City's Sewer System Management Plan Update and certifies it is consistent with Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

RESOLUTION NO. 25-42

Page 2 of 3

SECTION 2. ADOPTION. The City of Montebello approves the adoption of the SSMP.

SECTION 3. STATEMENTS. The City of Montebello finds that the SSMP update is not a "project" subject to the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(2) of California Code of Regulations, Title 14, Division 6, Chapter 3; provided, that even if CEQA applied, it would be categorically exempt pursuant to CEQA Guidelines Section 15301, and staff is authorized to file any notices that it believes appropriate.

SECTION 4. PUBLIC OFFICIALS AND EMPLOYEES DESIGNATED. The City of Montebello through the adoption of the SSMP, authorizes staff to certify and upload the SSMP update to the online California Integrated Water Quality System (CIWQS) and make the SSMP available on the City's website.

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 11th DAY OF JUNE 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. 25-42 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 11th day of June 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

CITY OF MONTEBELLO

SEWER SYSTEM MANAGEMENT PLAN

May 2025

Prepared for:



**City of Montebello
Department of Public Works
1600 W Beverly Blvd
Montebello, CA 90640**

Prepared By:

Bowman

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

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APPENDICES

Appendix A	SWRCB Order 2006-003, WQ-2013-0058 EXEC
Appendix B	Location Map/Operation Maintenance Yard
Appendix C	Key Staff Contact Information
Appendix D	Inventory of City Collection Facilities & Map
Appendix E	Condition Assessment Work Schedule CCTV
Appendix F	SSMP Audit Report
Appendix G	Spill Report Procedures
Appendix H	Sewer Maintenance District Agreement

ABBREVIATIONS/ACRONYMS

ACO	Accumulative Capital Outlay Program
APWA	American Public Works Association
CADD	Computer Aided Design Drafting
CALOSHA	California Occupation, Safety And Health Administration
CIWQS	California Integrated Water Quality System
CCTV Closed	Circuit Television
CMC	City Municipal Codes
CSMD	Consolidated Sewer Maintenance District
FOG	Fats, Oil, and Grease
GIS	Geographical Information System
HDPE	High Density Polyethylene Pipe
I/I	Infiltration inflow
LAC DPW	Los Angeles County Department of Public Works
LACO CODE	Los Angeles County Code Title 20 - Utilities
LACO PLUMBING CODE	Los Angeles County Plumbing Code – Title 28
LACSD	Los Angeles County Sanitation District
LACSMO	Los Angeles County Sewer Maintenance District
MMS	Maintenance Management System
NOI	Notice of Intent
MRP	Monitoring and Reporting Programs
OES	Office of Emergency Service
RWQCB	Regional Water Quality Control Board
SMP	Sewer Master Plan
SMD	Sewer Maintenance District
SO&M	Sewer Operation and Maintenance
SSMP	Sewer System Management Plan
SSOs	Sanitary Sewer Overflows
SSOERP	Sanitary Sewer Overflow Emergency Response Plan
SSSWDR	Sanitary Sewer System Waste Discharge Requirements
SU	Sewage Unit
SWRCB	State Water Resources Control Board
WDRs	Statewide General Waste Discharge Requirements

DEFINITIONS

Geographical Information System (GIS) – A database linked with mapping, which includes various layers of information used by government officials. Examples of information found on a GIS can include a sewer map; sewer features such as pipe location, diameter, length, material, condition, last date cleaned or repaired. The GIS also typically contains base information such as streets and parcels.

Infiltration/Inflow (I/I) – Infiltration is generally considered to be extraneous water that enters the sewer system over longer periods of time, such as groundwater seepage through cracks in the sewer. Inflow is generally considered to be extraneous water that enters the system as a direct result of a rain event, such as through defects in the sewer. While it is impossible to control all I/I, it is certainly desirable to reduce I/I when cost-effective.

Lateral – The portion of sewer that connects a home or business with the main line in the street.

Stoppage – A build-up of debris in the sewer, which stops the flow of wastewater and allows the water to back up behind the stoppage, sometimes causing an overflow. Also called blockage.

Blockage – A build-up of debris in the sewer, which stops the flow of wastewater and allows the water to back up behind the stoppage, sometimes causing an overflow. Also called a stoppage.

Wastewater Collection System – All pipelines, pump stations, and other facilities upstream of the head works of the wastewater treatment plant that transport wastewater from its source to the wastewater treatment plant.

**CITY OF MONTEBELLO
SEWER SYSTEM MANAGEMENT PLAN (SSMP)**

INTRODUCTION

On May 2, 2006 the State Water Resources Control Board (SWRCB) adopted a Statewide General Waste Discharge Requirements (WDR) and Monitoring and Reporting Program (MRP), for sanitary sewer systems by issuing Order No. 2006-003 (Appendix A). The regulations in the Order were in response to growing public concern about the water quality impacts of Sanitary Sewer Overflows (SSOs), particularly those that cause beach closures, adverse effects to other bodies of water, or pose serious health and safety or nuisance problems. The order requires all federal and state agencies, municipalities, counties, districts, cities, and other public entities that own or operate a sanitary sewer system greater than one mile in length to comply with the requirements of the WDR and to develop and implement a Sewer System Management Plan (SSMP).

The City's original SSMP was adopted by the City Council and certified with the SWRCB. Pursuant to Section D.14 of the WDRs which requires that the SSMP is required to be updated every six (6) years.

Additionally, SWRCB Order WQ 2008-0002-EXEC amended the WDR on February 20, 2008. The revised order requires that the notification and reporting of sanitary sewer overflows (SSO) to regulatory agencies follow a strict timeline. SWRCB Order WQ 2013-0058-EXEC amended the Monitoring and Reporting Program (MRP) (Order WQ 2008-0002-EXEC) for the SSSWDR effective September 9, 2013. Several major changes were made to the public notification, reporting, water quality monitoring, recording keeping, and certification requirements. The revised order also requires the submission of an electronic copy of the SSMP to the SWRCB or the web address where it posted. This SSMP has been prepared in accordance with the following:

- SWRCB Order 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer System.
- SWRCB Order WQ 2008-0002-EXEC, Adopting Amended Monitoring and Reporting Requirements for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.
- SWRCB Order WQ 2013-0058-EXEC, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

The SSSWDR includes directives for the management, operation, and maintenance of the sanitary sewer system as well as proper control, containment, and cleanup of any SSOs that occur. They also require that SSOs be reported to the SWRCB using the online California Integrated Water Quality System (CIWQS).

In compliance with the SWRCB guidelines, this document is prepared to meet the objectives contained in the WDR Order. The City of Montebello operates and maintains the sanitary sewer conveyance system pipelines serving its population of approximately 62,640. The City's sewer lines discharge to a network of trunk sewer lines owned and operated by the Los Angeles County Sanitation Districts (LACSD).

The document is divided into 11 chapters, which closely align with the respective provisions contained in the WDR's. Every section or subsection of each chapter addresses one of the key elements of the SSMP directive. The document, with other existing Agency Programs referenced herein, constitute the City's SSMP. By implementing the procedures contained in this SSMP, the occurrence of SSOs should decrease or possibly be avoided throughout the City's Sanitary Sewer Collection System.

The organization of this SSMP is consistent with the SWRCB guidelines and includes the following eleven SSSWDR elements:

1. Goals
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Overflow Emergency Response Plan
7. Fats, Oil, and Grease Control Program
8. System Evaluation and Capacity Assurance Plan
9. Monitoring, Measurement and Plan Modifications
10. SSMP Program Audits
11. Communication Program

1.0 GOALS AND ACTIONS

1.1 Goals of SSMP:

1. The City's sanitary sewer collection system is properly operated, maintained and managed to reduce frequency and severity of sanitary sewer overflows (SSOs) and their potential impacts on public health, safety, and the environment.
2. When an SSO occurs, prompt action is taken to identify, contain, and remove the cause; report the event to the appropriate regulatory authorities; and notify the public in a timely manner,
3. All SSOs, system deficiencies, and remedial actions taken are well documented, or
4. The City's sewer system operators, employees, contractors, responders, and other agents are adequately trained and equipped to address an SSO event.
5. The City's sewer system is designed, constructed and funded to provide adequate capacity to convey base flows and peak flows, while meeting or exceeding applicable regulations, laws and the generally accepted practices relative to sanitary sewer system operation and maintenance.

1.2 Actions of SSMP:

1. Conduct a planned and scheduled maintenance program to minimize the risk and occurrence of SSOs.
2. When an SSO occurs, respond to the incident in a timely manner and undertake feasible remedial actions to contain the overflow, including stopping the flow from reaching the storm drain, if possible.
3. Stop the sewer overflow as soon as possible and limit public access to the overflow area to prevent public contact with any wastewater contamination.
4. If possible, completely recover the overflow sewage, return it to the sewer system, and clean up the contaminated area.
5. Gather and compile all pertinent information regarding the sewer overflow incident, investigate as necessary to determine probable cause, document

findings, report the incident to the appropriate regulatory agencies in a timely manner, and file a copy of the report.

1.3 SSMP Update Schedule:

Pursuant to the General Order, The City of Montebello conducts program monitoring and triennial audits of its SSMP, prepares updates, and implements planned activities to achieve the City's collection system program objectives. This SSMP update was prepared upon completion of the most recent SSMP Program Audit dated February 2, 2025.

2.0 THE ORGANIZATION

The City's organizational structure addresses the following SSMP components as stated in the SSSWDR Section D.13.(ii):

- 1) The name of the responsible or authorized representative as described in Section J of SWRCB Order No. 2006-0003.*
- 2) The names and telephone numbers for management, administrative and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and*
- 3) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (OES)).*

2.1 Management

The City serves a population of approximately 62,640 people in 2020 per US Census Bureau. The City's Public Works Department (PWD) manages the City's sanitary sewer collection system. The collection system consists of about 89.4 miles of gravity sewer lines and a total of 1,898 manholes. No pump station is equipped with these conveyance lines.

The City's local sewers discharge into the Los Angeles County Sanitation District (LACSD) trunk sewer lines for conveyance, treatment, and disposal. The sewer mains range in size from 6 to 18 inches in diameter, with most of the pipes being vitrified clay sewer

pipes. Most of the City was developed during 1950-1975 and, as a result, most of the City's sewer system is between 30-60 years old.

Beginning in 2021, the City began contracting Los Angeles County Sewer Maintenance Division. This yearly contract Sewer Maintenance Agreement includes: Visual Inspection of 2,000 manholes, CCTV Inspection of pipes (20% of system based on 5-year cycle), Preventative pipe cleaning (20% of system based on 5-year cycle), As-needed pipe cleaning (\$100,000 budget), Sewer Remediation (Point Repair Budget \$105,000) and Sewer Remediation (Pipe Lining Budget \$160,000). The field operation and maintenance services are fulfilled by the Sewer Maintenance Division. The distribution of the City's personnel and the contracted services are depicted in the organization chart presented in Section 2.3.1a of this plan. These personnel, in collaboration with City personnel, administer the City's sewer collection system operation, provide engineering evaluation of proposed and existing sewer facilities, administer preventive maintenance and sewer construction programs, and oversee the maintenance of the sewer collection system facilities and related records and plans.

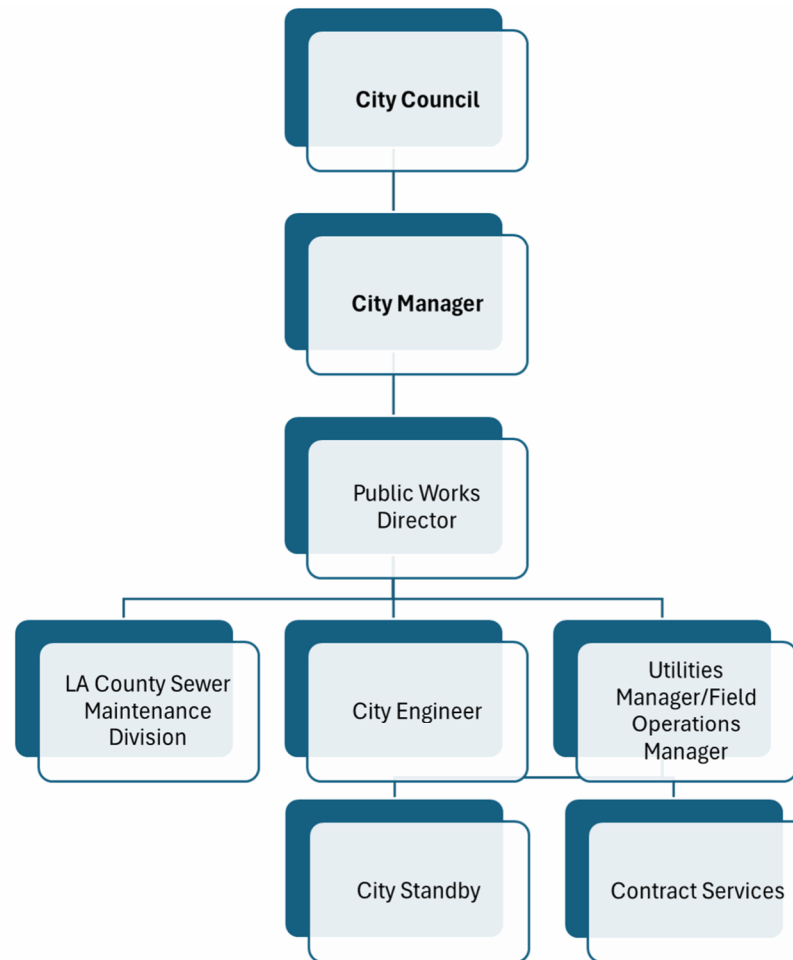
2.2 Authorized Representative

The City's Director of Public Works is the authorized representative who is responsible for the execution of compliance actions required under the WDRs. This includes, but is not limited to, execution and certification of all reports and correspondence as required under the Order.

2.3 Organization Chart and Responsibilities

The organization chart, showing the structure, names and position titles, administrative, management and field positions relative to Sewer Operation and Maintenance (SO&M) is presented in Sections, 2.3.1a respectively and the descriptions of responsibilities and support are presented in Sections 2.3.2 and 2.3.3

2.3.1 a City of Montebello Organization Chart for Sanitary Sewer System Management



2.3.2 Description of Responsibilities

- **City Council** - Responsible for establishing new and amending existing ordinances and policies governing the municipal operations, and the operations of the City's sanitary sewer system including the approving of all SO&M contracts and agreements to protect the community's interest.
- **City Manager** – Responsible for the overall management and application of all legal and policy directives that relate to the City's activities, including the operation and maintenance of the City's sanitary sewer system.
- **Director of Public Works** – Directs the accomplishment of statutory and policy criteria within the scope of the City Council's policy and legal requirements. Directs its execution, and evaluates work accomplished within his areas of responsibility, including the SO&M program. Also directs the planning, budgeting, and design for the construction of new sewer collection system and rehabilitation of existing sewer collection system. Facilitate all sewer collection system operation and maintenance activities through the City Maintenance crew to the sewer contractor. Responsible for the day-to-day management and operation oversight of the City's sewer collection system.
- **City Engineer** – Directs engineering and management activities relating to studies, design, investigations, and the preparation of reports, budget and contractual agreements with private firms for technical services projects. Provides special studies, investigations and reports concerning sewer infrastructure.
- **Assistant Engineer** – Performs a wide range of professional & complex civil engineering work in re-design, construction, and management & maintenance of public works projects; acts as the City Engineer in his/her absence; performs other duties as assigned
- **LA County Sewer Maintenance Division** – Performs annual visual inspection of manholes, CCTV inspection of pipes, preventative pipe cleaning, as-needed pipe cleaning, sewer remediation point repairs and pipe lining.
- **Facilities & Maintenance Superintendent** - Has oversight of all contracted maintenance and repair services for City's facilities, excluding the relatively new gravity sewer systems operation and maintenance. Provides direct supervision to the Utilities O&M and Field Services Supervisors and oversees sewer operations and regulations.

- **Office Administrative and Clerical Assistants** - Assist in the preparation of reports, budgets, and other correspondence; coordinate and facilitate of City and contract personnel in addressing local citizen issues relative to sewer service.

2.3.3 City Divisions/Departments and Other Agencies

Other Divisions or Departments within the City, and specific contracted services, are currently and will continue to be responsible for carrying out some of the compliance actions called for by the WDR's for the City. The key support units and their responsibilities are described below:

- **Administrative Services Department** - Responsible for procuring equipment and printing and mailing of public education outreach program materials, and for procuring material and supplies needed for the day-to-day operation and maintenance activities, accounting services and training of personnel. Also responsible for investigating SSO related claims and litigations against the city.

- **Building and Safety Division** - Responsible for reviewing various building permit applications, their relationship to public easements and facilities, and issuing permits for sewer connections. Also, the enforcement of the Plumbing Codes involving proper connection and discharge into the public sewer system and the property owner's maintenance of their respective sewer laterals between the structure served and the public sewer collection main.

- **Code Enforcement Division** – Responsible for the enforcement of the Health and Safety Codes regarding waste disposal such as the FOG program, point source control inspection of industrial and commercial waste and grease generating facilities, and investigation of cases of illicit discharge of chemicals, debris, etc. into the public sewer system. This is undertaken in concert with the LAC DPW Environmental Programs Industrial Waste Unit.

- **Engineering Division** - Responsible for preparing plans and specifications for sewer construction and rehabilitation projects, and the administration of contracts for accomplishing such projects and emergency sewer repair projects. Also responsible for

subdivision or development project plan checks to ensure compliance with the City's standards for construction of new sewer collection systems. Plan checks sewer capacity studies to size proposed sewer lines and sets requirements to ensure adequate capacity in existing systems. Prepares easement documents or identifies and procures access rights for public sewer facilities located within private properties.

- **Maintenance Division** - Responsible for the day-to-day operation, reporting of SSO's and coordination with LA County Sewer Maintenance Division for repairs.

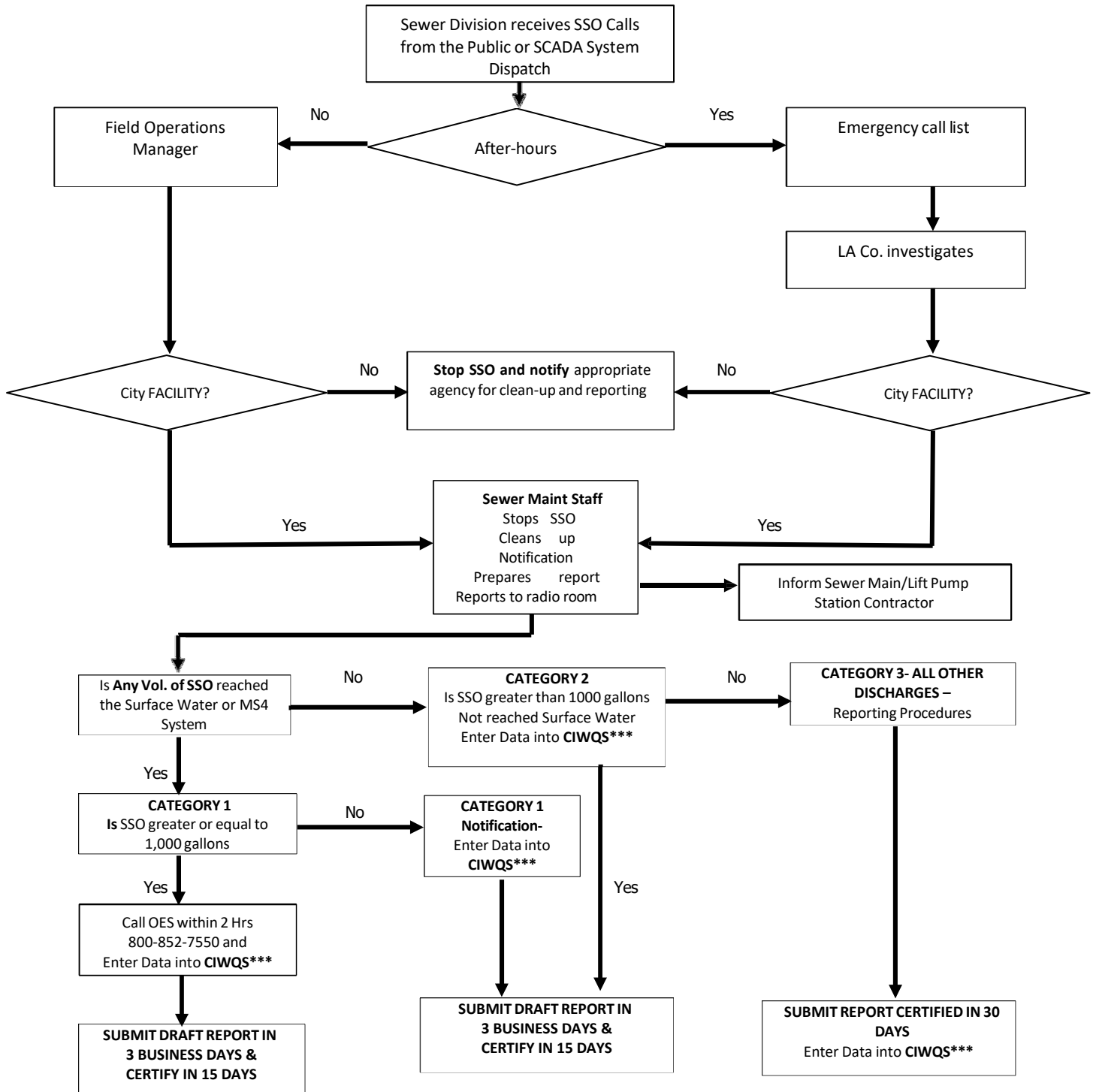
- **Fire Department** – Responsible for assisting with protecting the public in the event of an SSO that expands into high use public travel ways and/or those that reach storm drains or water courses and spread the effect of public risk to health and safety impacts.

- **Police Department** - Responsible for operating the Emergency Operation Center for the entire City including handling after hours service calls reporting SSOs, and pump station malfunction calls and forwarding those reports to the LACDPW.

2.3.4 Chain of Communication for SSO Reporting

The chain of communication for reporting SSOs, from receipt of a complaint or other reliable information source to reporting to the appropriate regulatory agencies, is presented in Section 2.3.4a below. The city's contact directory for communicating with both internal and external parties involved in responding and reporting an SSO event is shown in Section 2.3.5. The SSO emergency response plan will be discussed in greater detail in Chapter 6 of this document including procedures for effective communication and reporting of spills from receipt of complaint, including the person responsible for reporting spills into the State Water Board's CIWQS database.

2.3.4a City's SSO Reporting Procedures Flow Chart



** LACFD IS ONLY NOTIFIED WHEN SSO HAS ENTERED A STORM DRAIN SYSTEM.

*** CIWQS ON LINE DATA BASE (<http://ciwqs.waterboards.ca.gov/>)

Los Angeles County Health Department (LACHD) if the City has a contract with LA County Health Department.

IF 50,000 GALLONS OR GREATER DISCHARGED TO SURFACE WATER, TECH REPORT PER SECTION 6.1.3 OF SSMP PER ORDER 2013-0058-EXEC.

2.3.5 City's Contact Directory for SSO Responding and Reporting

After Hrs. or Responsible Party's	Name	Telephone	After Hours or Cell Phone
LA County Sewer Maintenance Dept.		1-800-675-4357	1-800-675-4357
City Manager	Raul Alvarez	1-323-887-1367	
Director of Public Works	Cesar Roldan	1-323-887-1462	
City Engineer		1-323-887-1460	
Building Inspector		1-323-887-1497	
Public Works Services	Juan Hernandez	1-323-887-4613	
Street Maintenance			
Code Enforcement		1-323-887-1490	
City 24-HOUR Dispatcher		1-323-246-0214	1-323-246-0214
Police Department		1-323-887-1313	911
Fire Department		1-323-887-4510	
LA County Health Dept.		1-626-430-5420	1-213-974-1234
LA County FL Control Dist.		1-626-458-4357	
LA Co. Sanitation Dist.		1-562-699-7411	
RWQCB (LA)		1-213-576-6657	1-213-305-2284 FX 1-213-620-6140
State O.E.S		1-800-852-7550	
SMD Superintendent	James Pryor	1-323-640-8500	
SMD Supervisor	Frank Arellano or Jim Vives	1-626-201-9627 1-626-589-4455	

3.0 LEGAL AUTHORITY

The SSSWDR Section D.13.(iii) requires that the City show through its existing codes, ordinances, service agreements or other legally binding procedures that the City possesses the legal authority to:

- 1) Prevent illicit discharges into its sanitary sewer system (examples may include I/I, stormwater, chemical dumping, unauthorized debris and cut roots, etc.).*
- 2) Require that sewers and connections be properly designed and constructed.*
- 3) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the City.*
- 4) Limit the discharge of Fats, Oils, and Grease (FOG) and other debris that may cause blockages.*
- 5) Enforce any violation of its sewer ordinances.*

3.1 Legal Authority

The City's legal authority to operate a sanitary sewer collection system is derived from its incorporation as a City and is contained within Municipal Code Chapter 15, Division 20 (California Plumbing Code), and Chapter 15.04 (California Building Code), which adopt by reference the 2009 Edition of the California Plumbing Code and Building Code.

City Ordinance Title 8, Section 36.030 prohibits the illicit discharges, dumping, and non-storm water discharges into storm water drains. Any person causing an illicit discharge may be required to pay for the cost of clean-up and remediation. Title 8, Section 36.140 allows criminal penalties for any violation of the Sewer and Industrial Waste Ordinances. Violations for an infraction can be convicted under City Ordinance 8.32.050.

3.1.1 Prevention of Illicit Discharges into the Sanitary Sewer System

City Ordinance and codifications of the Municipal policy for Sanitary Sewer and Industrial Waste were adopted for implementing many of the required SSMP elements and plans.

The City adopted Ordinances 2347 and 2356 dated December 13, 2011 and February 26, 2014, which incorporate most provisions of the California Plumbing Code, as its plumbing code. The Chapter 15.20 of the City of Montebello Ordinance 2356 – California Plumbing Code, which regulates sanitary sewers and industrial waste in the City, as its Sanitary Sewer and Industrial Waste use Ordinance.

The City of Montebello Plumbing Code Chapter 12, Sections 04.270 and 04.280- prohibits the unauthorized discharge connection to any sanitary sewer collection system. The City Code, Chapter 5, Section 16.230 and Chapter 8, Section 12.030 and 36.140, prohibits the illegal dumping of offensive or damaging substances such as chemicals, debris, etc.

This program consists of sewer line cleaning and maintenance program, which includes closed circuit television (CCTV) and other mechanisms to detect I/I. The Annual Maintenance of Sewer System agreement is signed yearly for services including manhole inspection, CCTV of pipes, preventative pipe cleaning, as-needed pipe cleaning and sewer remediation. The City will consider adoption of new Ordinances similar to the LA County Title 20, Section 20.24.080, requires that property owners be responsible for maintenance of their house laterals, including the elimination of cracks, tree roots, and other debris. The City has no responsibility for the maintenance or replacement of house laterals. These laws combined constitute the City's legal authority to prevent illicit discharges into the sewer system.

3.1.2 Legal Authority to Require that Sewers and Connections be properly Designed and Constructed

The City has the responsibility for the review and approval of plans and specifications for the construction and dedication of sanitary sewers, house laterals and sewer-related appurtenances through the development processes of the Department of Public Works, Development Engineering Division. The Division ensures all construction within the public right-of-way complies with adopted codes, ordinances, and engineering standards.

The City Code Chapter 12, Sections 04.270 and 04.280 require a permit from the Public Works Department. The permit requires submission of design of new main-line sewers and sewer service laterals in the City that comply with Sewer Master Plan dated 2011, Sewer Design Criteria and Maintenance. The City will consider adoption of new Ordinance similar to the LA County Code Title 20, Section 20.32.350 of the Code requiring that the design of new house laterals also conform to the requirements of Part 3, Chapter 20.32 of the Code unless otherwise covered by the LA County Plumbing Code Title 28. The LACO Code, Section 20.24.080, requires property owners to maintain their house laterals, including the elimination of cracks, tree roots, and other debris. A similar requirement is found in Section 101.3.2 of the LACO Plumbing Code Title 28.

The City staff is currently uses LA County Code Title 20, Section 20.32.420, for the construction of a collection sewer system to conform to all the requirements prescribed by Division 2, of the Code, the Standard Specifications for Public Works Construction ("Green Book") and by the Special Provisions and Standard Plans, all on file in the office

of the City Director of Public Works. The inspection of new main-line sewers and pumping plants to ensure proper construction is covered under Section 20.30.590 of the LA County Code.

3.1.3 Legal Authority to Ensure Access for Maintenance, Inspection, or Repairs

The City Code, Chapter 12, Section 02.280 gives the City the legal right to set requirements to allow unrestricted maintenance access to the public sewer collection system located in the easements. The access shall be secured through City's enforcement of the requirement for legally recorded sewer easements around all public sewer appurtenances located in private properties. Sewer easements are detailed on the sewer construction plans and are thoroughly reviewed by the City for adequacy in size and accuracy of alignment during the plan check process. Plan checkers take special care to ensure that maintenance crews will have sufficient access for the movement of equipment and materials for both routine and emergency repair or construction work on the system.

3.1.4 The City to Limit the Discharge of FOG and other Debris that may cause Blockage

The City Code Chapter 8, Section 04.010 states that the "Health and Safety Code of the County of Los Angeles," the same being Title 11 of the Los Angeles County Code, and the "Public Health License Code of the County of Los Angeles," the same being Division 1 of Title 8 of the Los Angeles County Code, as those titles have been amended through and including March 23, 2005, are adopted as the health and safety code for the city.

The City by adopting the California Plumbing Code per Section 15.20.010 of the City Municipal Code and LA County Code, Title 20 to be adopted by the City, has the legal authority to satisfy this element of the WDR.

The LA County Plumbing Code - Title 28, which will be adopted by the City requires the installation of grease interceptors at restaurants and other food establishments that generate grease in the City. Section 20.36.400 of the LACO Code prohibits the discharge of FOG and other substances that may, among other things, clog, obstruct, fill, or necessitate frequent repairs, cleaning out or flushing of sewer facilities, in the Sewer System. The LA County Code, Section 20.36.560 gives the Director of Public Works the authority to require the installation of treatment facilities, including grease interceptors, at any facility that generates FOG in the amount that will damage or increase the maintenance costs of the sewer collection system. The Director of Public Works shall be authorized to enforce and administer all of the provisions for FOG.

3.1.5 City to Enforce any Violation of Sewer Ordinances

The City will consider adoption of new Ordinance similar to the LA County Code, Section 20.24.090, which gives the Director of Public Works and the City Engineer the legal authority to inspect main-line sewers, interceptors etc., as often as he deems necessary, to ascertain whether such facilities are maintained and operated in accordance with the provisions of Division 2 of the LA County Code.

The City's Director of Public Works is empowered to enforce all the requirements prescribed in Division 2 – Sanitary Sewers and Industrial Waste of the LA County Code and in accordance with Section 20.24.110 of the Code may delegate this authority. The LA County Code, Section 20.24.160 allows criminal penalties for any violations of the Sewer and Industrial Waste Ordinances. The Codes, standard plans, specifications and other material cited in this Chapter are filed at the Office of the City's Director of Public Works.

Los Angeles County Public Health requires the report of sewer spills that reach a drainage system within 15 minutes of knowledge of the event. As a result, Los Angeles County Flood Control is notified and can provide support with information and access to County drainage facilities if necessary. The Sewer Maintenance Division allows for direct collaboration allowing for efficient management and resolution of spills and drainage issues.

4.0 OPERATION AND MAINTENANCE PROGRAM

The SSMP shall include those elements listed below that are appropriate and applicable to the Enrollee's system:

- 1) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;*
- 2) Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;*
- 3) Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV*

inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;

- 4) Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and*
- 5) Provide equipment and replacement part inventories, including identification of critical replacement parts.*

4.1 City Sewer Mapping System

The City maintains as-built plans of the Collection System CADD (Computer-Aided Design and Drafting) Maps which includes road names, property lines, Right-of-Ways, etc.

Information generated by the CADD is printed on Index Map Sheets stored by the City Public Works Department Engineering Division. The Index Maps are also kept at the City Public Works Department Field Maintenance Yards. The maps are updated, as necessary, to reflect any changes in the system. The county provides access to up-to-date maps of the sewer system which include pipe and manhole locations, diameter, material and flow direction via interactive GIS mapping on:

<https://dpw.lacounty.gov/smd/sewernetwork/>

4.2 Preventive Operation and Maintenance Program

The City contracted Los Angeles County to provide Sewer Maintenance including: yearly visual inspection of 2,000 manholes, CCTV inspection of pipes (20% of system based on a 5-year cycle), Preventative Pipe cleaning (20% of system based on 5-yr cycle), As-Needed pipe cleaning (\$100,000 budget), Sewer Remediation (Point Repair budget \$105,000) and Sewer Remediation (Pipe Lining Budget \$160,000). The Operation and Maintenance Program has been developed in conjunction with the contract through Los Angeles County to provide the tools and procedures for maintaining its gravity sewer system with adequately trained staff and sewer contractors possessing adequate knowledge, skills, and abilities. The goal of the Operation and Maintenance Program is to operate an efficient sanitary sewer system at an optimal level to eliminate sanitary

sewer overflows and thereby protect public health and the environment. The maintenance contract provides after-hour services to the City such as Stand-by, callback, and other sewer emergency services.

Funds are managed and administered by the City to sustain the maintenance programs by contracting with LA County, the City is committed to a regular sanitary sewer maintenance program in order to reduce and prevent SSOs and to extend the useful life of the system including routine maintenance and cleaning of wastewater facilities and pipelines as addressed on the following sections.

4.2.1 Sewer Line and Manhole Inspection

The interior and exterior of manholes are inspected bi-annually for any structural defects, sewage flow condition, presence of vermin or rodents, deleterious industrial waste, odors and any signs of unusual settlement around the manholes and along sewer alignments.

4.2.2 Gas Trap Manholes and Siphons

On a monthly basis, these facilities are inspected and cleared of any stoppages or flow restrictions.

4.2.3 Drop Manholes

These facilities are inspected and cleared of stoppages and flow restrictions on variable frequencies based on prior inspection records.

4.2.4 Sewer Line Cleaning

Sewer lines are cleaned by hydro jet or rodding. The Sewer Maintenance Division contract states that 20% of the system is inspected and cleaned based on a 5-yr cycle based on inspection records. Sewer lines known to accumulate grease, garbage grinds or sand are put on monthly, quarterly, or semi-annual cleaning schedule and those prone to root growth are periodically rodded or chemically treated.

4.2.5 Vermin and Rodent Control

Sewers infested by insects are chemically treated. Those infested by rodents are baited.

4.2.6 Work Scheduling

The Sewer Maintenance Division is in the process of implementing Cityworks Maintenance Management system to schedule and track maintenance activities. The activities field crew performs are recorded in various forms such as service requests, cleaning reports,

sewer maintenance daily reports, manhole adjustments, overflow report forms, etc., and stored in the system.

4.3 Rehabilitation and Replacement Plan

The City's rehabilitation and replacement plan is based on the 2011 Sewer System Hydraulic Analysis prepared by Infrastructure Engineering Corporation (IEC). The analysis presents wastewater flow projections at the existing lines for 5-year time intervals. These projections were used to identify system deficiencies and to develop a Capital Improvement Plan (CIP) that outlined a strategy to mitigate them. The City's 2011 Sewer System Master Plan was also completed by IEC and built on the 2009 analysis by updating the existing wastewater flows and recommended system capital improvements. These updates were done considering the critical findings of the 2011 Sewer Closed Circuit Television (CCTV) and Condition Assessment Report and the 2009 Sewer Flow Monitoring Report, both completed by IEC. The 2009 Sewer Closed Circuit Television (CCTV) and Condition Assessment Report presented the results of televising gravity mains with missing hydraulic information, areas known to have fats, oils, and grease (FOG) problems, and those areas identified as deficient in the 2009 analysis.

4.3.1 Capital Improvement Programs

The primary goal of the Capital Improvement Program (CIP) is to provide the City of Montebello with a long range-planning tool for implementing its sewer infrastructure improvements in an orderly manner and providing a basis for financing these improvements. To accomplish this goal, the program is phased based upon the implementation cost of the facilities, the quantity of work the City can reasonably administer each year, and the funds available for these projects. The capital improvements needed will be identified as a result of the assessment of the system through capacity analyses and physical TV inspections.

Updating the Capital Improvement Program is recommended as the CCTV video from Sewer Maintenance District would be utilized and the remainder of the City sewers would be videoed and rated. The capital improvement projects would be selected primarily with consideration of the health and safety of the public and protection of the environment by minimizing the possibility of spillages. The highest priority would be assigned to the projects that will help alleviate known maintenance problems and line segments that have been shown through CCTV to be structurally deficient. The second highest priority has been assigned to projects identified by hydraulic evaluations and modeling with existing capacity deficiencies. The third priority would be replacement of aged pipelines.

Pending the completion of the videoing of the sewers, the initially recommended CIP has

been based upon the best information currently available. The CIP should be updated as new information becomes available from sources such as CCTV inspections and from maintenance crew observations. The CIP should also be updated based on any major change in the City's General Plan. The project priorities may be adjusted to take advantage of concurrent construction such as street paving projects or adjacent infrastructure work.

4.3.2 Condition Assessment Program

There are currently about 89.4 miles of sewer lines within the City. The existing City collection sewer facilities are listed in Appendix D. The existing sewer pipes, ranging from 8 to 18 inches in diameter, are predominantly of vitrified clay pipe material. Naturally, these sewer lines age and structural problems such as cracks, joint separation, root intrusion, etc. will develop. To ensure that these problems are properly mitigated, the WDR requires that the City has a program in place to minimize and correct them in conjunction with the Sewer Maintenance District's annual contract.

The City does not currently charge a monthly user fee to customers. This is a topic of discussion for the City Council as the system ages.

4.3.3 Equipment Maintenance and Replacement Policy

The equipment utilized in the maintenance of the City's sewer facilities is owned by the Sewer Maintenance District. The Maintenance District has full responsibility for the maintenance, replacement and liability of the equipment.

4.4 Training for Field Operations Personnel and Contractors

The City recognizes the importance of consistent staff training and documentation of training sessions. The City's wastewater staff are trained on wastewater operations and maintenance policies, procedures, safety policies, and equipment. The Director of Public Works is responsible for documenting the details of each training event including dates, content, and participating employees.

All personnel needed for the operation and maintenance of the City's sewer system will be provided by the City contractor. The training of City personnel is a function of the City Public Works Department.

The City's sewer construction projects are awarded to carefully selected contractors with well trained and qualified personnel for any given project. The designed plans and specifications for City's sewer construction projects contain detailed instructions on City's permitting requirements, standards and policies that must be adhered to by contractors

Additional training requirements on the City's Sanitary Sewer Overflow Emergency Response Plan (SSOERP) are described in Section 6.1.7 "Training"

5.0 DESIGN AND PERFORMANCE PROVISION

The City's Design and Performance Provisions address those mandatory SSMP provisions outlined in the SSSWDR Section D.13.(v):

- 1) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and*
- 2) Procedures and standards for inspecting and testing the installation of new sewers, pumps and other appurtenances and for rehabilitation and repair projects.*

5.1 Design and Construction Standards and Specifications

The City requires that all sewers be designed in accordance with Los Angeles County standards. The LA County DPW has Standard Plans and Specifications for Construction of Sanitary Sewers and appurtenances to ensure that sewer lines and connections are properly designed and constructed. The County DPW specifications by reference incorporate the Standard Plans and Specifications for Public Works Construction (Green Book), Special Provisions, and Standard Drawings. In addition, Los Angeles County DPW has other publications such as the Private Contract Sanitary Sewer Procedural Manual, Guidelines for the Design of Pump Stations, etc. to ensure consistency in the design of collection systems within unincorporated County areas. The City requires that these publications also be followed in the design of sewer system within the City.

5.2 Procedures and Standards for inspection and Testing New and Rehabilitated Collection Sewer Facilities.

The City has established procedures for inspection and testing of new sanitary sewer systems and repair and rehabilitation projects, including gravity sewers, force mains, pipeline and manhole repair and rehabilitation as described on City of Montebello Sewer Master Plan dated 2011.

Inspection, testing and acceptance, criteria for sanitary sewers, force mains, manholes and lateral connections are specified in the LA County Design Guidelines, Policies Standards and Procedures and in the "Green Book", as described above. The documents include requirements for submitting record drawings and photographic documentation of

construction; cleaning requirements; testing of sewer lines and manholes; post-installation video inspection; soils testing; inspection of structure excavations; and backfill compaction testing. The project-specific Contract Drawings and Special Provisions include additional testing requirements, as applicable.

The City provides inspection by utilizing its own staff or outsourcing to qualified consultant for the inspection of new sewer construction and rehabilitation projects. City requires that "As-Built" sewer plans of the completed projects be submitted prior to final approval for acceptance of sewer facilities for public use. In compliance with City policy, the City also requires that all newly constructed sanitary sewer lines be inspected by experienced City staff or qualified consultant prior to acceptance of the project for City maintenance.

6.0 OVERFLOW EMERGENCY RESPONSE PLAN

The City has developed and implemented a Sanitary Sewer Overflow Emergency Response Plan (SSOERP) that identifies measures to protect public health and the environment, as required by SSSWDR Section D.13.(vi) by including:

- 1) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;*
- 2) A program to ensure an appropriate response to all overflows;*
- 3) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;*
- 4) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;*
- 5) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and*
- 6) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be*

necessary to determine the nature and impact of the discharge.

6.1 Overflow Response Procedure

Goals with respect to responding to SSOs are as follows:

- Notify the Sewer Maintenance District of the Overflow
- Minimize the volume and damage from the SSO by responding promptly when notified;
- Contain and prevent the overflow from entering the storm drain system;
- Minimize public contact with the spilled wastewater;
- Stop the overflow as soon as possible.
- Completely recover the overflow and return it to the sewer system.
- Clean up the area contaminated by the overflow.
- Meet the regulatory reporting requirements;
- Compile information and conduct an investigation to determine the probable cause of the overflow.
- Document the events, including taking photographs, during the overflow and response activities
- Notify the public when a threat to public health exists.

The City is responsible for reporting sanitary sewer overflows on CIQWS within the City. The Sanitary Sewer Overflow Procedure described in Chapter 6 of the SSMP are utilized by the City. Furthermore, the City 24-hour emergency phone number [1-323-246-0214](tel:1-323-246-0214) is readily available to City staff and residents to use in promptly notifying City Public Works Department staff of SSO events in the City.

The City's SSOERP complies with the additional notification requirements outlined in SWRCB Order WQ 2008-0002-EXEC, *Adopting Amended Monitoring and Reporting Requirements for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, including:*

- 1) For any discharges of sewage that results in a discharge to a drainage channel or a surface water, the Discharger shall, as soon as possible, but not later than two (2) hours after becoming aware of the discharge, notify the State Office of Emergency Services, the local CITY OF Montebello, CITY SEWER SYSTEM MANAGEMENT PLAN health officer or directors of environmental health with jurisdiction over affected water bodies, and the appropriate Regional Water Quality Control Board.*
- 2) As soon as possible, but no later than two (2) hours after becoming aware of a discharge to a drainage channel or a surface water, the Discharger shall submit to*

the appropriate Regional Water Quality Control Board a certification that the State Office of Emergency Services and the local health officer or directors of environmental health with jurisdiction over the affected water bodies have been notified of the discharge.

6.1.1 Regulatory Agencies Notification and Time Frame

The City is responsible for reporting of SSOs' to appropriate regulatory agencies for the City. The City's Sanitary Sewer Overflow Emergency Response Plan (SSOERP) is provided as Appendix A, along with supporting attachments. It should be noted that the SSOERP incorporates the new monitoring and reporting requirements in Order 2013-0058-EXEC.

6.1.1 b Agencies Telephone/Fax Numbers

Agency	Contacts	Hours of Operation
County Health Department	(213) 974-1234	Answered on a 24-hour 7-day basis
State Office of Emergency Services	1-800-852-7550	Answered on a 24-hour, 7-day basis
Los Angeles Regional Water Quality Control Board	(213) 576-6600 (213) 576-6650	Answered only during normal working hours
Flood Maintenance Division East Area	(626) 445-7630 (626) 798-6761	Answered only during normal working hours
South area	(562) 861-0316	Answered only during normal working hours
West area 2 working hours	(818) 896-0594 (818) 248-3842	Answered only during normal working hours
State Water Resource Control Board	www.waterboards.ca.gov/ciwqs	

6.1.2 Emergency Response Plan Procedure

Notification, Investigation and Mobilization have been developed by the City as following:

Calls for SSOs can be received by Police Dispatch, Code enforcement or the City Public Works Department. The City has 24-hour call service via Public Works Department dispatch and regular hour dispatch from the Engineering Division and Code Enforcement.

Action following notification of an overflow:

- When a call is received reporting a sewer overflow during normal business hours (Monday thru Thursday), the Superintendent is notified who subsequently dispatches field personnel or sewer maintenance contractor to respond and investigate.
- When a call is received after hours, weekends or holidays, Police Dispatch or 24-Hour dispatch will contact the on-call Standby personnel and/or sewer maintenance contractor who will respond and investigate.
- If it is determined that the overflow is in the City's sewer system, then mobilization will begin. If the overflow is the County Sanitation District's (LACSD) or adjacent City's sewer system, then they shall be contacted immediately.

The overflow response in the field will be directed by the Sewer Maintenance District or supervisor and/or staff who are trained and experienced in responding to overflows.

- A crew will be dispatched to the scene to begin the response actions.
 - i. Staff members will begin containment of spill to prevent overflow from entering the storm drain system.
 - ii. Sewer maintenance contract staff will be informed to start corrective action immediately, if required.
 - iii. Staff/Contract operators will begin corrective action to eliminate the cause of the overflow.
 - iv. Upon containment and corrective action, recovery and clean-up will commence.
 - v. Notification and reporting.

Containment and recovery should occur as close as practical to the location of the overflow with attention to blocking off any storm water catch basins to prevent sewage from entering the storm drain system. If sewage has entered the storm drain system, containment and recovery will take place downstream of the entry point where it is

accessible and safe to work. Containment will be performed by installing Sandbags, containment berms and covers, absorbent pads or plugs will be deployed to dam up the overflowing sewage to prevent the movement of the sewage from traveling further or prevent entry into the storm drain system. Vacuum trucks will be used to collect the overflow sewage and return it to the sewer system.

Corrective Action will be taken in place upon arriving to the overflow location. Public Access to the immediate area of the overflow is restricted to minimize potential impacts to public health by redirecting pedestrian and automobile traffic away from the overflow through the use of traffic cones, plastic tape, barricades, or local law enforcement.

The extent of the overflow and its potential impacts to the public health are assessed by personnel. This process involves determining if any private property owners/residents may be exposed to raw sewage, making direct contact with private property owners/residents who have been or may be directly affected by the overflow, advising private property owners/residents of the potential health hazards associated with contact with raw sewage, and identifying prudent measures to be taken by private property owners/residents.

Simultaneous efforts include determining the path and final destination of the sewage spill and potential exposure to the public. If wastewater from the overflow is ponding in a location that can be isolated, then personnel will set up barricades to prevent public access. Traffic control is set up to prevent vehicles from entering locations where the overflow has contaminated public or private streets. Personnel are instructed to direct pedestrians and automobile traffic away from the path and final destination of the overflow. Cooperation with local law enforcement and public works officials is a key component to ensure that public exposure to the overflow is minimized and to ensure spill site security.

When possible, personnel will contain and recover the overflow in the immediate vicinity of the overflow before it enters a storm drain or catch basin. Measures to affect such containment include damming the overflow path with sandbags in the street gutter and recovering the impounded water with a vacuum truck or sewer cleaning jet Vactor truck, or using sandbags to divert the overflow back into a nearby sewer manhole.

Personnel can also use plugs in the storm drainpipe or catch basin further downstream to prevent the flow of sewage into the storm drain system. A Vactor truck will be used to collect the wastewater and return to the sanitary sewer system.

The cause of the overflow will be investigated, and the necessary corrective action will

be taken to stop the overflow and/or correct the condition that caused the overflow if the overflow has already stopped.

Corrective actions to stop a sewer overflow include as following:

- Clearing a pipe blockage with a jet Vactor or rodding machine,
- Removing debris from a manhole,
- Upstream flow diversion, and
- Bypassing of wastewater around the blockage using vacuum trucks or pumps.

Cleaning up shall be performed after the overflow has been stopped. All locally impounded wastewater is recovered with a vacuum truck and returned to the sanitary sewer system. All visible debris of wastewater origin from the overflow location(s), street(s), curb and gutters, and the overflow runoff path is physically removed. Overflow location(s), street(s), curb and gutters, and the runoff path are flushed with potable water, typically delivered by a vacuum truck or water truck. The flush water is also recovered and returned to the sewer system. All sandbags and other containment equipment are removed to complete the cleanup in the storm drain system.

If spilled wastewater reaches natural watercourses or other areas accessible to the public, input is solicited from the responsible jurisdiction regarding additional measures which may be necessary or appropriate for a complete cleanup. Additional cleanup measures are completed as directed.

Private properties impacted by overflows or backups from problems within the City's system are cleaned up by a professional restoration company dispatched by the property owner. Claims for property damage are submitted to the City Clerk's office and handled by the City's Insurance and Claims Coordinator.

6.1.3 Summary of MRP Requirements

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee's sanitary sewer system failure or flow condition that: • Reach surface water and/or reach a drainage channel tributary to a surface water; or • Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond). Discharges of untreated or partially treated wastewater of 1,000 gallons or greater resulting from an enrollee's sanitary sewer system failure or flow condition that do not reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly. All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition. Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <u>voluntarily</u> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

Notification and Reporting is required to the Los Angeles County Department of Public Health for a spill of any size and California Office of Emergency Services (Cal OES) for spills *greater than or equal to 1,000 gallons that reaches surface water*. Cal OES will notify the Regional Water Quality Control Board. The City's document, Sewage Spill Reporting Procedure as shown on Section 2.3. contains detailed notification and reporting procedures for different categories of overflows and all of the appropriate contacts for reporting. All pertinent SSO information listed below is documented on SSO Field Incident location Map (Appendix I). In accordance with regulatory requirements, telephone notification should be made as soon as possible without substantially impeding response activities and within 2 hours of the incident occurrence. The following information shall be provided, if available, when reporting an overflow by telephone:

- a) Name of person notifying and direct return phone number.
- b) Name of SSO agency.
- c) Location of overflow.
- d) Whether the overflow has entered or will enter surface waters (rivers, lakes, storm drains, or ocean) and name of surface water.
- e) Date and time overflow began and ended (use start time determination worksheet- Appendix K).
- f) Whether the spill is contained.
- g) Estimated SSO Volume discharged (gallons). (Volume estimation worksheets – Appendix K)
- h) If ongoing, estimated discharge rate (gallons per minute).
- i) Cause of overflow.
- j) Corrective actions taken.
- k) Estimated time of repair.
- l) Agencies involved in repair and clean-up.

All overflows, regardless of quantity, which reaches receiving waters, impact groundwater, or endangers public health or the environment, require immediate telephone notification to the Los Angeles County Department of Public Health. The Department of Public Health is responsible for beach postings and closures and other forms of public notification deemed necessary to protect public health.

Greater than or equal to 50,000 gallons that reach surface water requires water quality sampling in accordance with the Water Quality Monitoring Program.

Electronic notification and reporting must be submitted to the California Integrated Water Quality System (CWIQS) Online database within the following time period:

6.1.4 Spill Notification, Reporting, Record Keeping and Time Period (Order WQ 2013-0058-EXEC)

CATEGORIES		DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of <u>any volume</u> resulting from an enrollee’s sanitary sewer system failure or flow condition that: - Reach surface water and/or reach a drainage channel tributary to a surface water; or - Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).	
CATEGORY 2	Discharges of untreated or partially treated wastewater of <u>1,000 gallons or greater</u> resulting from an enrollee’s sanitary sewer system failure or flow condition that <u>do not</u> reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.	
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee’s sanitary sewer system failure or flow condition.	
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems <u>within a privately owned sewer lateral</u> connected to the enrollee’s sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <u>voluntarily</u> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.	
ELEMENT	REQUIREMENT	METHOD
NOTIFICATION (see section B of MRP)	Within two hours of becoming aware of any Category 1 SSO <u>greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water</u>, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.	Call Cal OES at: (800) 852-7550
REPORTING (see section C of MRP)	- Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. - Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date. - Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred.	Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee’s Legally Responsible Official(s).

WATER QUALITY MONITORING (see section D of MRP) RECORD KEEPING (see section E of MRP)	- SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. “No Spill” Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. - Collection System Questionnaire: Update and certify every 12 months.	
	Conduct water quality sampling <u>within 48 hours</u> after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
	- SSO event records. - Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. - Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. - Collection system telemetry records if relied upon to document and/or estimate SSO Volume.	Self-maintained records shall be available during inspections or upon request.

Category 1 or 2 SSO, a draft report must be submitted within three (3) business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date.

Category 3 SSO, a certified report must be submitted within 30 calendar days of the end of the month in which the SSO occurred.

For Category 1 spills 50,000 gallons or greater which have reached surface water, a technical report must be submitted within 45 calendar days after the SSO end date. Water quality sampling is also required within 48 hours after the initial SSO notification.

6.1.5 Post Clean Up Activities

Once cleanup of an overflow is complete, the incident must be reviewed and any appropriate measures to prevent recurrence must be implemented. Follow-up CCTV inspection is performed when an overflow was caused by a blockage to verify complete removal of the material causing blockage. If the overflow was avoidable by preventative maintenance, then maintenance activities are added or adjusted as necessary. An example is to increase the frequency of line cleaning where heavy grease build-up has caused an overflow to occur, while source control efforts are reviewed. If the overflow was caused by factors generally outside the City's control, such as vandalism, steps are still taken to minimize recurrence such as strengthening security by locking down manhole covers, increasing area surveillance, and requesting neighborhood assistance in reporting vandalism.

Regardless of the size or type of overflow, all overflows are investigated thoroughly. Following the investigation, information shall be documented on the SSO Field Incident Report and After Action Report.

6.1.6 Emergency Response and Personnel

The City has the necessary personnel to respond to almost any emergency, including sewer blockage, pipe failure, and vandalism. The urgency and seriousness of any wastewater overflow results in the full commitment and availability of all staff in the Sewerage System Section to respond. Additional City personnel are utilized for specialized assistance as needed. Contractors with emergency response capabilities are also used to assist in emergencies as needed. Each sewer lift station has a specific Emergency Response Plan which is kept at the facilities for personnel.

An emergency contact list is maintained which includes the home phone number of all employees in the Sewerage System Section. All supervisors and managers in the Sewerage System Section are assigned cell phones and are accessible 24-hours a day. A table of organization for the Sewerage System Section is shown on Sections 2.3.1a and 2.3.5 of this SSMP. Emergency Equipment, in addition to the normal compliment of equipment utilized by the Division for maintenance and repair of the sewerage system, specific items are maintained for use during emergency conditions. Such equipment includes:

- High pressure jetting machines to clear pipe blockages.
- Portable engine driven electrical generators for use at pumping plants during power outages.

- Vacuum tankers to transport flow around blockages or to remove wastewater from a containment location in a street or storm drain.
- Pre-filled sandbags, flat bed and crane trucks for use in establishing containment dams.
- Front loaders for emergency earth moving operations.
- Portable engine driven centrifugal pumps (trash pumps) to bypass wastewater around pipe blockages and remove wastewater from storm drain channel containment locations.
- Hoses and lightweight quick-coupling piping in various sizes for use in bypass pumping.
- Pipe repair clamps, inflatable sewer plugs, and other miscellaneous pipe repair parts.
- Water trucks for use in cleanup operations.
- Portable lights, air compressors, centrifugal blowers, and other miscellaneous equipment.

6.1.7 Training

Training of Sewage System Section personnel is completed annually (more frequently if needed) with both classroom training and field exercises to simulate a spill. Written exercises are utilized during training to ensure that staff is competent in spill response; volume estimation; notification and reporting; containment and clean-up; and proper completion of required SSO forms.

Lastly, on-the-job training is administered to subordinate staff, by experienced supervisors and lead workers, during and following actual overflow events to further reinforce the annual training and to analyze event specific issues.

6.1.8 Records Retention

All formal reports, photographs, hand calculations of volume estimations, hand-written notes and any other documentation relating to SSOs shall be kept for a period of at least five years. All original documents shall be kept in the office of the Engineering Office,

with copies scanned and saved on the City computer server for archival purposes.

7.0 FOG CONTROL PROGRAM

The City's Fats, Oils and Grease Control Program addresses the mandatory SSMP provisions outlined in the SSSWDR Section D, 13 (vii). The City's FOG Control Program helps reduce the amount of fats, oils and grease discharged to the sanitary sewer system, by including:

- 1) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;*
- 2) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;*
- 3) The legal authority to prohibit discharges to the system and identify measures to prevent SSO's and blockages caused by FOG;*
- 4) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;*
- 5) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;*
- 6) An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and*
- 7) Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified above.*

7.1 Public Education Outreach Program

The outreach program for proper disposal of FOG and other SSO prevention measures such as the installation of backwater valves, house lateral maintenance, etc. is disseminated to City residents through publication of Annual Reports, brochures and individual notices to property owners.

City Public Works Department personnel assist in passing useful information on SSO

prevention and FOG on to home and business owners. To complement County efforts, the City will initiate its own Public Education Outreach Program. This will consist of including SSO and FOG related articles from County DPW and other sources in City newsletters and by maintaining continuous communication with the LA County, City residents and other stakeholders on these and other issues.

FOG inspections include an assessment of the grease control device (GCD) condition (if applicable), food and grease waste disposal practices, drain screen presence and condition, spill preparedness, and employee training. During the inspections, business owners are educated on the City's FOG Control Program and the best management practices (BMPs) required for proper FOG disposal to prevent SSOs. Businesses receive a list of corrective actions following the inspection, and inspectors work with business owners until compliance is achieved. Enforcement actions are taken as necessary.

7.2 Disposal Methods for FOG Generated within the City's Sanitary Sewer System

The City is committed to reducing the amount of FOG discharged to the sanitary sewer system through the implementation of an effective public outreach program. The City's Department of Public Works Utility Division identifies all new food service locations within the City's service area. FOG compliance inspections are annually conducted at selected food service and manufacturing establishments (FSE) as part of the City's FOG Inspection Program. High priority facilities are routinely selected for inspection. These include FOG-producing facilities that are near known FOG hotspots and sites that failed to comply during the last inspection. Facilities that did not receive an inspection in the past fiscal year are also prioritized for inspection. It should be noted that some FOG inspections are conducted in conjunction with storm water compliance inspections.

A list of vendors which offer collection and disposal services within the City's service area can be found at the CalFOG website (www.calfog.org). Food service establishments (FSEs) are annually inspected for FOG disposal compliance during FOG inspections. Grease control devices (GCDs) are required to have a total grease and solids accumulation of less than 25% by volume in order to be in compliance.

7.3 The Legal Authority to Prohibit Discharges to the System and Identify Measures to Prevent SSOs and Blockages Caused by Fog

The legal authority to prohibit discharges of FOG into the sewer system is discussed in Chapter 3 of this document. Requirements for grease interceptors at food establishments to prevent the discharge of grease to the collection sewer system and educating the public on proper disposal methods for FOG are also discussed elsewhere in this chapter.

The City is currently in the process of creating a FOG Management Program. This Program will be written with the adoption of refinement of the Ordinance 8.04.010 similar to the LA County Public Health and Safety Code, Title 11 as currently in effect and as amended through Los Angeles County Ordinance No. 97-0071, and portions of Title 8, Consumer Protection, as contained in Los Angeles County Ordinance No. 97-0071. These ordinances and codes are the health and safety ordinance of the City of Montebello, protecting and preserving the public health, safety and welfare by the enactment, inspection and enforcement of the health regulations therein contained and providing penalties for the violations FOG.

7.4 Requirement to Install Grease Removal Devices, Design Standards for Grease Removal Devices, Maintenance Requirements, BMP Requirements; Record Keeping and Reporting Requirements

The City is responsible to enforce Sanitary Sewers and Industrial Waste Programs in the City.

The Industrial Waste Program of the County is managed by the Environmental Programs Division of County DPW. The design standards for grease removal devices and all the requirements imposed on industrial waste facilities that discharge waste or FOG into the City's sewer system are similar to those imposed in the Unincorporated County and as presented in portions of Title 8 of LA County Public Health and Safety Code.

DPW does not issue permits or inspect domestic sewage disposal to the sanitary sewer system. However, the LACO Code prohibits the discharge of "any material, which may create a public nuisance, or menace to the public health or safety, or which may pollute underground or surface waters, or which may cause damage to any storm-drain channel or public or private property" as noted in Section 20.36.010. If during inspection by LACPW, the Districts' personnel determines that a FOG-related problem exists and is traceable to a domestic sewage source of such character that is not satisfactory, under LACO Code 20.20.100, pretreatment could be required or the discharge required to be eliminated. Domestic waste containing FOG can lead to spills, which are public nuisances and violation of California Health and Safety Code Division 5, Part 3, Chapter 6, Article 2, which can also be used to impose appropriate domestic sewage discharge requirements.

FSE's are required to size, design and construct grease traps and interceptors according to the LACO Plumbing Code. Additionally, they are required to be approved, installed, and operated in a manner to control discharges of FOG into the sanitary sewer system and to ensure that the facilities do not create nuisances, menaces to public peace, health or

safety hazards, or adverse impacts to the public sewage system, soil, underground, and/or surface waters.

The Industrial Waste online page on the County's website provides standard drawings for grease pretreatment devices:

<https://cleanla.lacounty.gov/industrial-waste/#Obtaining-Clearance>

The IWDP Conditions and Limitations have a minimum maintenance frequency condition and a requirement to maintain the GRD in proper working order. During inspections, inspectors physically examine the GRD. If a grease interceptor (GI) is used, FSEs are required to open and inspect it. If issues are identified, they are documented, and a job order is created. The FSE signs off on the order and receives a receipt. If cleaning records are not provided, or if the GI cannot be accessed, the FSE must clean it.

Permit conditions require:

- GIs to be cleaned at least once every three months
- FSEs with grease traps are required to perform daily maintenance

The Pretreatment Guidelines for Restaurants and Food Service Operations provide guidelines and best management practices for selecting and installing pretreatment devices. These guidelines outline the installation requirements for grease interceptors and offer a list of alternative pretreatment devices that can be used in lieu of a grease interceptor.

During inspections, inspectors verify whether best management practices are being followed, such as maintaining proper documentation, using adequate devices, and employing appropriate disposal methods. In incorporated areas, inspectors distribute flyers outlining the dos and don'ts of FOG management and request that these flyers be displayed at workstations for workers to see.

As a condition of the Industrial Waste Permit, FSEs must record the maintenance of grease trap/interceptors on a maintenance log report. The log records date of the service performed, types of services performed, and person/company providing service. Additionally, for any liquid or solid industrial wastes transported from the site, FSEs must obtain and keep copies of receipts for grease trap/interceptor maintenance and pumping for at least 180 days.

The maintenance log report and receipts shall be made available to the county and the City (if applicable) upon request.

The County implements the following procedure to identify and manage sections of the system impacted by FOG blockages:

- **Identification:** Sections impacted by FOG blockages are identified through regular inspections conducted by cleaning crews, CCTV inspections, and reports of spills.
- **Investigation:** Once identified, these sections are thoroughly investigated to assess the extent of the blockages and determine the appropriate actions needed to address them.
- **Maintenance:** Based on the investigation findings, a periodic cleaning schedule is defined and implemented for each affected section to ensure ongoing maintenance and prevent future blockages.

7.5 Authority to Inspect Grease Producing Facilities, Enforce Authorities, and Evidence of Adequate Staffing To Inspect and Enforce the FOG Ordinance

The LACO Code, Section 20.24.090, which will be adopted by the City, gives the City Director of Public Works the authority to inspect FOG-producing facilities, prohibiting the discharge of substances that may obstruct or require frequent maintenance of the sewer system.

When SMD encounters FOG issues in the collection system, whether from spills CCTV inspections, or sewer cleaning, the source of the problem is evaluated as either residential, commercial, or both. For residential spills, SMD may notify residents door-to-door, providing information on proper grease disposal practices. For recurring issues, the affected area is placed on a preventive maintenance schedule.

In the case of commercial spills, the incident is referred to EPD for investigation. EPD checks GRD maintenance and requires corrective actions when needed. If an FSE without a GRD is responsible for a spill, EPD mandates the installation of a GRD. If a GRD-equipped FSE causes a spill, more frequent maintenance may be required. All investigations are documented in the HMS database, and results are communicated to SMD as relevant.

The County DPW in concert with the City Engineer is also responsible for the enforcement of all industrial waste permit and Code violations in the City.

7.6 Cleaning Schedule for Identified FOG Prone Sewer Segments

Cleaning of FOG prone segments is contracted and performed by the Sewer Management

District. The methods are used per LA County Maintenance and Operation. These are typically cleaned by hydro jetting and rodding if tree roots are encountered. Those portions of the system found to have persistent FOG problems are put on monthly, quarterly, or semi-annual periodic cleaning schedule, depending on the magnitude of the problem.

Grease Haulers and FOG Disposal Sites			
Baker Commodities, Inc	4020 Bandini Blvd Los Angeles, CA (Vernon, CA)	(323) 269-6177 or (800) 427-0696	Grease recycler. Drop off location and grease trap cleaning/hauling
Darling International	2626 E 25th St Los Angeles, CA	(800) 447-3273	Drop off location and grease trap cleaning/hauling
LACSD Lancaster Wastewater Treatment Plan	1865 West Avenue D Lancaster, CA	(562) 699-7411, ext. 2301	Accepts grease trap and interceptor waste
One More Time	4144 Bandini Blvd Los Angeles, CA (Vernon, CA)	(800) 624-5504	
Southwest Processors 4	4120 Bandini Blvd Los Angeles, CA (Vernon, CA)	(800) 900-3366	Grease recycler. Drop off location and grease trap cleaning/hauling

Grease Hauler		
Roto-Rooter Plumbing Services	(661) 948-1048 or (775) 345-5300	Grease and cooking oil removal; grease trap pumping
Triple A Pumping & Jetting Inc.	(714) 628-0900	Grease and cooking oil removal; grease trap pumping.

7.7 Source Control of FOG

Common source control BMPs include pre-wiping oily pans and dishes prior to washing them, installing drain screens in sinks to catch food particles, cleaning hoods regularly, training employees, and maintaining records of training and maintenance activities. As previously discussed, the City conducts FOG inspections at food service establishments (FSEs) for compliance with the source control BMP requirements.

8.0 SYSTEM EVALUATION AND CAPACITY ASSURANCE PLAN

The City's System Evaluation and Capacity Assurance Plan addresses the mandatory provisions as outlined in the SSSWDR Section D.13.(vii). These include the following:

- 1) Evaluation: Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events.*
- 2) Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation identified in (1) above to establish appropriate design criteria; and*
- 3) Capacity Enhancement Measures: The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.*
- 4) Schedule: The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (1)-(3) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.*

8.1 System Evaluation and Capacity Assurance

The City Public Works Department Engineering Division is responsible for ensuring that the public sewer infrastructure is correctly designed, adequately sized and easily maintainable. Public Works Department also provides a supporting role in reviewing all proposed sewer plans for new developments in the City to ensure that they conform to County design standards and particularly to ensure that LA County Sanitation District's requirements for acceptability of treatment. A comprehensive capacity evaluation using a dynamic hydraulic model is performed to quantify flows and capacities in all major sewers under current and future flow conditions.

The hydraulic model was used to generate peak flows in each modeled pipe and to evaluate pipe capacities. A pipe was considered to have inadequate capacity if the ratio of flow depth to pipe diameter (d/D) at peak dry weather flow exceeded 75 percent under either existing or future conditions.

The City signs a yearly Sewer Management Agreement with Los Angeles County. The County uses CCTV inspection as the primary means for collecting visual observations of system conditions. This CCTV inspection program digitally records the condition of the pipe interior from manhole to manhole using a robotic camera tethered to a camera van.

While the video is being captured, a National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) certified crew member views and logs events such as defects and observations using the standardized NASSCO PACP observation codes. With GraniteNet, the digital video inspections files are transferred via cloud enabling access to anyone with credentials and password access using a laptop or mobile device.

In addition to CCTV inspection, visual inspection is conducted on sewer facilities during sewer system maintenance activities. In the past, a field crew would document visual observations and system issues on a form to trigger follow up inspections and repair actions. With the implementation of Cityworks, field crews now provide these observations electronically using mobile devices for immediate communication to SMD Superintendents and Supervisors to trigger follow-on actions to address issues.

8.2 Adequate Capacity and Correct Design

In addition to the criteria used to evaluate the capacity of existing sewers (as described in the preceding section), the City has separate criteria they enforce for the design of all new sewers. The City's Public Works Department Engineering Design Guidelines and Sanitary Sewer Master Plan establish design guidelines for private development and public projects within the City of Montebello. The Sanitary Sewer Master Plan identifies design criteria for new sewer systems including unit flow factors, peaking factors, hydraulic friction factors, minimum slopes, and maximum allowable depth of flow. Prior to the approval of new sewers, the City requires that developers perform a sewer area study that applies these criteria to confirm the adequacy of the proposed sewers.

The City Engineer or hired qualified private company provides thorough review of all sewer plans for proposed development projects in the City to ensure that: 1) they are properly designed with sufficient capacity for current and future base, peak and wet weather flow demands; and 2) any impact of proposed project on existing sewer system is mitigated prior to being approved by the City Engineer. During construction, the projects are continuously inspected by the City Engineer or hired construction inspectors to ensure that the sewer facilities are constructed in accordance with the approved plans and specifications.

8.3 Capacity Enhancement Plan

The collection sewer system capacity enhancement program is a combined effort of City Public Works Department Engineering Division. The City programs to optimize the use of available sewer capacity and prevent SSOs include the CCTV program to identify pipe segments needing repairs or with I/I or tree root intrusion problems, sewer cleaning program and the CIP program to effect repairs or replacement of damaged pipes.

The City's CIP is presented in the 2010 Sanitary Sewer Master Plan as previously described. It includes recommended completion dates for the various phases of replacement and rehabilitation. The Engineering Department reviews the CIP on an annual basis and adjusts if necessary to address the most critical issues.

9.0 MONITORING, MEASUREMENT, MODIFICATION PROGRAM

The City's Monitoring, Measurement, and Program Modifications addresses the mandatory provisions outlined in SSWDR Section D.13.(ix). These components include:

- 1) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;*
- 2) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;*
- 3) Assess the success of the preventative maintenance program;*
- 4) Update program elements, as appropriate, based on monitoring or performance evaluations; and*
- 5) Identify and illustrate SSO trends, including: frequency, location, and volume.*

9.1 Performance Measures

The City will document all relevant data on SSOs that occurred in the City. These will include the quarterly SSO reports from City PWD, Annual Reports published by City, Sewer Maintenance Productivity Report and any special reports to regulatory agencies etc. In addition, LA County publishes a Sewer Maintenance District yearly Productivity Report of all services provided. The data will be analyzed to evaluate the effectiveness of the City's SSMP.

9.2 SSMP Program Effectiveness Evaluation

The evaluation of the City's SSMP Program Effectiveness shall be based on such key performance indicators as the total number of overflows, overflow response time, reduction in repeated incidents of SSO at some location, total overflow equal to or greater than 1,000 gallons or reaching the waters of the United States and reduction in number of overflows that are caused by sewer capacity-related problems.

Every three years, the City performs an internal audit of the SSMP and the SSMP program implementation. Each element of the SSMP is reviewed for effectiveness towards reducing the frequency and/or mitigating the impacts of spills and for compliance with the General Order requirements. Corrective actions to address identified deficiencies are prioritized, scheduled and incorporated into plans.

9.3 Preventative Maintenance Program Modification

The City shall continually update or modify the key elements of its SSMP based on the results of the above mentioned monitoring and program effectiveness evaluations. The City shall also make recommendations, as necessary, on elements of the SSMP to be adjusted or revised within the City boundaries to better serve its residents.

The City updates this SSMP every six years. The update consists of reviewing the existing SSMP language and updating any outdated information by incorporating adopted and implemented recommendations from previous SSMP program audits. Upon completion of the six-year SSMP update, the SSMP is provided to the City Council for approval. Upon City Council approval, the SSMP is uploaded to the State Water Board CIWQS database and certified.

9.4 Update Program Elements

The Public Works Director is responsible for ensuring that the wastewater system is managed in accordance with this SSMP. Monitoring and performance standards are annually evaluated by the Public Works Director and any improvements or modifications to the SSMP program elements as noted will be implemented as soon as practical.

9.5 Identify and illustrate SSO trends

Mapping of SSO Frequencies - The monthly numbers of SSOs charts and graphs prepared by City will be presented in Appendix J. The graphs are used for identifying SSO trends and to evaluate overall program effectiveness. The charts are used to identify SSO trends and as an indicator of possible Infiltration/Inflow problem. SSO trends are also annually

evaluated as part of the performance parameters previously discussed.

10.0 SSMP PROGRAM AUDIT AND CERTIFICATION

The City is committed to continually reviewing and updating its SSMP in order to be the most effective at managing, operating, and maintaining the sanitary sewer system. The SSSWDR Section D.13.(x) is stated below:

As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every three years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

10.1 SSMP Program Audit

The City shall conduct an internal audit and prepare a report every three years. The audit shall focus on evaluating the effectiveness of the SSMP and records of City compliance actions during the audit period. The most recent report of the audit must be kept on file in the City's Director of Public Works office. Each audit report includes, but is not limited to, the following:

- Identification of any program deficiencies and discussion of how these deficiencies have been or will be remedied.
- Evaluation of the performance parameters discussed in the "Monitoring, Measurement, and Program Modification" section of the SSMP.
- Details of action plans that will be implemented to restore poor performance measures to an acceptable level, as applicable.
- Description of system improvements within the audit period.
- Description of system improvements planned for the next two years.
- Summary of SSMP updates, as applicable.

10.2 SSMP Certification

The SSMP shall be certified by the City Director of Public Works or authorized representatives to be in compliance with the requirements set forth in the WDR's and be presented to the City Council for approval at a public meeting. The City authorized representative must also complete the certification portion in the Online SSO Database Questionnaire (<http://ciwqs.waterboards.ca.gov/>) by checking the appropriate milestone box, printing and signing the automated form and sending the signed form to:

State Water Resources Control Board Division of Water Quality
Attn: SSO Program Manager
P.O. Box 100
Sacramento, CA 95812

10.3 SSMP Modification and Re-certification

The SSMP must be updated every six years to keep it current. When significant amendments are made to any portion or portions of the SSMP, it must be resubmitted to the City Council for approval and re-certification. The re-certification shall be in accordance with the certification process described in Section 10.2 above.

11.0 COMMUNICATION AND SSMP AVAILABILITY

11.1 Communication

The City shall provide all stakeholders and interested parties such as the general public and other agencies, with status updates on the development and implementation of the SSMP and consider comments made by them. The City shall utilize media such as letters, newsletters, brochures, notices in newspapers, and the City's home web page for conveying this information.

11.2 SSMP Availability

Copies of the SSMP will be maintained in the City's Director of Public Works Office and posted in the City's home web page. The document shall also be made readily available to the Regional Water Quality Control Board (Regions 4) upon request and to the operators of any collection system or treatment facility downstream of the City's system.

APPENDIX A
WASTE DISCHARGE REQUIREMENTS
SWRCR Order 2006-003
WQ2013-0058EXEC

STATE OF CALIFORNIA
WATER RESOURCES CONTROL BOARD
ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM
FOR
STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR
SANITARY SEWER SYSTEMS

The State of California, Water Resources Control Board (hereafter State Water Board) finds:

1. The State Water Board is authorized to prescribe statewide general Waste Discharge Requirements (WDRs) for categories of discharges that involve the same or similar operations and the same or similar types of waste pursuant to Water Code section 13263(i).
2. Water Code section 13193 *et seq.* requires the Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) to gather Sanitary Sewer Overflow (SSO) information and make this information available to the public, including but not limited to, SSO cause, estimated volume, location, date, time, duration, whether or not the SSO reached or may have reached waters of the state, response and corrective action taken, and an enrollee's contact information for each SSO event. An enrollee is defined as the public entity having legal authority over the operation and maintenance of, or capital improvements to, a sanitary sewer system greater than one mile in length.
3. Water Code section 13271, *et seq.* requires notification to the California Office of Emergency Services (Cal OES), formerly the California Emergency Management Agency, for certain unauthorized discharges, including SSOs.
4. On May 2, 2006, the State Water Board adopted Order 2006-0003-DWQ, "Statewide Waste Discharge Requirements for Sanitary Sewer Systems"¹ (hereafter SSS WDRs) to comply with Water Code section 13193 and to establish the framework for the statewide SSO Reduction Program.
5. Subsection G.2 of the SSS WDRs and the Monitoring and Reporting Program (MRP) provide that the Executive Director may modify the terms of the MRP at any time.
6. On February 20, 2008, the State Water Board Executive Director adopted a revised MRP for the SSS WDRs to rectify early notification deficiencies and ensure that first responders are notified in a timely manner of SSOs discharged into waters of the state.
7. When notified of an SSO that reaches a drainage channel or surface water of the state, Cal OES, pursuant to Water Code section 13271(a)(3), forwards the SSO notification information² to local government agencies and first responders including local public health officials and the applicable Regional Water Board. Receipt of notifications for a single SSO event from both the SSO reporter

¹ Available for download at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2006/wgo/wgo2006_0003.pdf

² Cal OES Hazardous Materials Spill Reports available Online at:

[http://w3.calema.ca.gov/operational/mal haz.nsf/\\$defaultview](http://w3.calema.ca.gov/operational/mal haz.nsf/$defaultview) and <http://w3.calema.ca.gov/operational/mal haz.nsf>

and Cal OES is duplicative. To address this, the SSO notification requirements added by the February 20, 2008 MRP revision are being removed in this MRP revision.

8. In the February 28, 2008 Memorandum of Agreement between the State Water Board and the California Water and Environment Association (CWEA), the State Water Board committed to re-designing the CIWQS³ Online SSO Database to allow "event" based SSO reporting versus the original "location" based reporting. Revisions to this MRP and accompanying changes to the CIWQS Online SSO Database will implement this change by allowing for multiple SSO appearance points to be associated with each SSO event caused by a single asset failure.
9. Based on stakeholder input and Water Board staff experience implementing the SSO Reduction Program, SSO categories have been revised in this MRP. In the prior version of the MRP, SSOs have been categorized as Category 1 or Category 2. This MRP implements changes to SSO categories by adding a Category 3 SSO type. This change will improve data management to further assist Water Board staff with evaluation of high threat and low threat SSOs by placing them in unique categories (i.e., Category 1 and Category 3, respectively). This change will also assist enrollees in identifying SSOs that require Cal OES notification.
10. Based on over six years of implementation of the SSS WDRs, the State Water Board concludes that the February 20, 2008 MRP must be updated to better advance the SSO Reduction Program⁴ objectives, assess compliance, and enforce the requirements of the SSS WDRs.

IT IS HEREBY ORDERED THAT:

Pursuant to the authority delegated by Water Code section 13267(f), Resolution 2002-0104, and Order 2006-0003-DWQ, the MRP for the SSS WDRs (Order 2006-0003-DWQ) is hereby amended as shown in Attachment A and shall be effective on September 9, 2013.

8/6/13

Date



Thomas Howard
Executive Director

³ California Integrated Water Quality System (CIWQS) publicly available at
<http://www.waterboards.ca.gov/ciwqs/publicreports.shtml>

⁴ Statewide Sanitary Sewer Overflow Reduction Program information is available at:
http://www.waterboards.ca.gov/water_issues/programs/ssol/

ATTACHMENT A

STATE WATER RESOURCES CONTROL BOARD ORDER NO. WQ 2013-0058-EXEC

AMENDING MONITORING AND REPORTING PROGRAM FOR STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR SANITARY SEWER SYSTEMS

This Monitoring and Reporting Program (MRP) establishes monitoring, record keeping, reporting and public notification requirements for Order 2006-0003-DWQ, "Statewide General Waste Discharge Requirements for Sanitary Sewer Systems" (SSS WDRs). This MRP shall be effective from September 9, 2013 until it is rescinded. The Executive Director may make revisions to this MRP at any time. These revisions may include a reduction or increase in the monitoring and reporting requirements. All site specific records and data developed pursuant to the SSS WDRs and this MRP shall be complete, accurate, and justified by evidence maintained by the enrollee. Failure to comply with this MRP may subject an enrollee to civil liabilities of up to \$5,000 a day per violation pursuant to Water Code section 13350; up to \$1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. The State Water Resources Control Board (State Water Board) reserves the right to take any further enforcement action authorized by law.

A. SUMMARY OF MRP REQUIREMENTS

Table 1 – Spill Categories and Definitions

CATEGORIES	DEFINITIONS [see Section A on page 5 of Order 2006-0003-DWQ, for Sanitary Sewer Overflow (SSO) definition]
CATEGORY 1	Discharges of untreated or partially treated wastewater of <u>any volume</u> resulting from an enrollee's sanitary sewer system failure or flow condition that: • Reach surface water and/or reach a drainage channel tributary to a surface water; or • Reach a Municipal Separate Storm Sewer System (MS4) and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
CATEGORY 2	Discharges of untreated or partially treated wastewater of <u>1,000 gallons or greater</u> resulting from an enrollee's sanitary sewer system failure or flow condition that <u>do not</u> reach surface water, a drainage channel, or a MS4 unless the entire SSO discharged to the storm drain system is fully recovered and disposed of properly.
CATEGORY 3	All other discharges of untreated or partially treated wastewater resulting from an enrollee's sanitary sewer system failure or flow condition.
PRIVATE LATERAL SEWAGE DISCHARGE (PLSD)	Discharges of untreated or partially treated wastewater resulting from blockages or other problems <u>within a privately owned sewer lateral</u> connected to the enrollee's sanitary sewer system or from other private sewer assets. PLSDs that the enrollee becomes aware of may be <u>voluntarily</u> reported to the California Integrated Water Quality System (CIWQS) Online SSO Database.

Table 2 – Notification, Reporting, Monitoring, and Record Keeping Requirements

ELEMENT	REQUIREMENT	METHOD
NOTIFICATION (see section B of MRP)	Within two hours of becoming aware of any Category 1 SSO greater than or equal to 1,000 gallons discharged to surface water or spilled in a location where it probably will be discharged to surface water, notify the California Office of Emergency Services (Cal OES) and obtain a notification control number.	Call Cal OES at: (800) 852-7550
REPORTING (see section C of MRP)	- Category 1 SSO: Submit draft report within three business days of becoming aware of the SSO and certify within 15 calendar days of SSO end date. - Category 2 SSO: Submit draft report within 3 business days of becoming aware of the SSO and certify within 15 calendar days of the SSO end date. - Category 3 SSO: Submit certified report within 30 calendar days of the end of month in which SSO the occurred. - SSO Technical Report: Submit within 45 calendar days after the end date of any Category 1 SSO in which 50,000 gallons or greater are spilled to surface waters. “No Spill” Certification: Certify that no SSOs occurred within 30 calendar days of the end of the month or, if reporting quarterly, the quarter in which no SSOs occurred. - Collection System Questionnaire: Update and certify every 12 months.	Enter data into the CIWQS Online SSO Database (http://ciwqs.waterboards.ca.gov/), certified by enrollee’s Legally Responsible Official(s).
WATER QUALITY MONITORING (see section D of MRP)	Conduct water quality sampling within 48 hours after initial SSO notification for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.	Water quality results are required to be uploaded into CIWQS for Category 1 SSOs in which 50,000 gallons or greater are spilled to surface waters.
RECORD KEEPING (see section E of MRP)	- SSO event records. - Records documenting Sanitary Sewer Management Plan (SSMP) implementation and changes/updates to the SSMP. - Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. - Collection system telemetry records if relied upon to document and/or estimate SSO Volume.	Self-maintained records shall be available during inspections or upon request.

B. NOTIFICATION REQUIREMENTS

Although Regional Water Quality Control Boards (Regional Water Boards) and the State Water Board (collectively, the Water Boards) staff do not have duties as first responders, this MRP is an appropriate mechanism to ensure that the agencies that have first responder duties are notified in a timely manner in order to protect public health and beneficial uses.

1. For any Category 1 SSO greater than or equal to 1,000 gallons that results in a discharge to a surface water or spilled in a location where it probably will be discharged to surface water, either directly or by way of a drainage channel or MS4, the enrollee shall, as soon as possible, but not later than two (2) hours after (A) the enrollee has knowledge of the discharge, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures, notify the Cal OES and obtain a notification control number.
2. To satisfy notification requirements for each applicable SSO, the enrollee shall provide the information requested by Cal OES before receiving a control number. Spill information requested by Cal OES may include:
 - i. Name of person notifying Cal OES and direct return phone number.
 - ii. Estimated SSO volume discharged (gallons).
 - iii. If ongoing, estimated SSO discharge rate (gallons per minute).
 - iv. SSO Incident Description:
 - a. Brief narrative.
 - b. On-scene point of contact for additional information (name and cell phone number).
 - c. Date and time enrollee became aware of the SSO.
 - d. Name of sanitary sewer system agency causing the SSO.
 - e. SSO cause (if known).
 - v. Indication of whether the SSO has been contained.
 - vi. Indication of whether surface water is impacted.
 - vii. Name of surface water impacted by the SSO, if applicable.
 - viii. Indication of whether a drinking water supply is or may be impacted by the SSO.
 - ix. Any other known SSO impacts.
 - x. SSO incident location (address, city, state, and zip code).
3. Following the initial notification to Cal OES and until such time that an enrollee certifies the SSO report in the CIWQS Online SSO Database, the enrollee shall provide updates to Cal OES regarding substantial changes to the estimated volume of untreated or partially treated sewage discharged and any substantial change(s) to known impact(s).
4. PLSDs: The enrollee is strongly encouraged to notify Cal OES of discharges greater than or equal to 1,000 gallons of untreated or partially treated wastewater that result or may result in a discharge to surface water resulting from failures or flow conditions within a privately owned sewer lateral or from other private sewer asset(s) if the enrollee becomes aware of the PLSD.

C. **REPORTING REQUIREMENTS**

1. **CIWQS Online SSO Database Account:** All enrollees shall obtain a CIWQS Online SSO Database account and receive a “Username” and “Password” by registering through CIWQS. These accounts allow controlled and secure entry into the CIWQS Online SSO Database.
2. **SSO Mandatory Reporting Information:** For reporting purposes, if one SSO event results in multiple appearance points in a sewer system asset, the enrollee shall complete one SSO report in the CIWQS Online SSO Database which includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that caused the SSO, and provide descriptions of the locations of all other discharge points associated with the SSO event.

3. **SSO Categories**

- i. **Category 1** – Discharges of untreated or partially treated wastewater of any volume resulting from an enrollee’s sanitary sewer system failure or flow condition that:
 - a. Reach surface water and/or reach a drainage channel tributary to a surface water; or
 - b. Reach a MS4 and are not fully captured and returned to the sanitary sewer system or not otherwise captured and disposed of properly. Any volume of wastewater not recovered from the MS4 is considered to have reached surface water unless the storm drain system discharges to a dedicated storm water or groundwater infiltration basin (e.g., infiltration pit, percolation pond).
- ii. **Category 2** – Discharges of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from an enrollee’s sanitary sewer system failure or flow condition that does not reach a surface water, a drainage channel, or the MS4 unless the entire SSO volume discharged to the storm drain system is fully recovered and disposed of properly.
- iii. **Category 3** – All other discharges of untreated or partially treated wastewater resulting from an enrollee’s sanitary sewer system failure or flow condition.

4. **Sanitary Sewer Overflow Reporting to CIWQS - Timeframes**

- i. **Category 1 and Category 2 SSOs** – All SSOs that meet the above criteria for Category 1 or Category 2 SSOs shall be reported to the CIWQS Online SSO Database:
 - a. Draft reports for Category 1 and Category 2 SSOs shall be submitted to the CIWQS Online SSO Database within three (3) business days of the enrollee becoming aware of the SSO. Minimum information that shall be reported in a draft Category 1 SSO report shall include all information identified in section 8.i.a. below. Minimum information that shall be reported in a Category 2 SSO draft report shall include all information identified in section 8.i.c below.
 - b. A final Category 1 or Category 2 SSO report shall be certified through the CIWQS Online SSO Database within 15 calendar days of the end date of the SSO. Minimum information that shall be certified in the final Category 1 SSO report shall include all information identified in section 8.i.b below. Minimum information that shall be certified in a final Category 2 SSO report shall include all information identified in section 8.i.d below.

- ii. **Category 3 SSOs** – All SSOs that meet the above criteria for Category 3 SSOs shall be reported to the CIWQS Online SSO Database and certified within 30 calendar days after the end of the calendar month in which the SSO occurs (e.g., all Category 3 SSOs occurring in the month of February shall be entered into the database and certified by March 30). Minimum information that shall be certified in a final Category 3 SSO report shall include all information identified in section 8.i.e below.
- iii. **“No Spill” Certification** – If there are no SSOs during the calendar month, the enrollee shall either 1) certify, within 30 calendar days after the end of each calendar month, a “No Spill” certification statement in the CIWQS Online SSO Database certifying that there were no SSOs for the designated month, or 2) certify, quarterly within 30 calendar days after the end of each quarter, “No Spill” certification statements in the CIWQS Online SSO Database certifying that there were no SSOs for each month in the quarter being reported on. For quarterly reporting, the quarters are Q1 - January/ February/ March, Q2 - April/May/June, Q3 - July/August/September, and Q4 - October/November/December.

If there are no SSOs during a calendar month but the enrollee reported a PLSD, the enrollee shall still certify a “No Spill” certification statement for that month.
- iv. **Amended SSO Reports** – The enrollee may update or add additional information to a certified SSO report within 120 calendar days after the SSO end date by amending the report or by adding an attachment to the SSO report in the CIWQS Online SSO Database. SSO reports certified in the CIWQS Online SSO Database prior to the adoption date of this MRP may only be amended up to 120 days after the effective date of this MRP. After 120 days, the enrollee may contact the SSO Program Manager to request to amend an SSO report if the enrollee also submits justification for why the additional information was not available prior to the end of the 120 days.

5. **SSO Technical Report**

The enrollee shall submit an SSO Technical Report in the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- i. **Causes and Circumstances of the SSO:**
 - a. Complete and detailed explanation of how and when the SSO was discovered.
 - b. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
 - c. Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
 - d. Detailed description of the cause(s) of the SSO.
 - e. Copies of original field crew records used to document the SSO.
 - f. Historical maintenance records for the failure location.
- ii. **Enrollee’s Response to SSO:**
 - a. Chronological narrative description of all actions taken by enrollee to terminate the spill.
 - b. Explanation of how the SSMP Overflow Emergency Response plan was implemented to respond to and mitigate the SSO.

- c. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.

iii. **Water Quality Monitoring:**

- a. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
- b. Detailed location map illustrating all water quality sampling points.

6. **PLSDs**

Discharges of untreated or partially treated wastewater resulting from blockages or other problems within a privately owned sewer lateral connected to the enrollee's sanitary sewer system or from other private sanitary sewer system assets may be voluntarily reported to the CIWQS Online SSO Database.

- i. The enrollee is also encouraged to provide notification to Cal OES per section B above when a PLSD greater than or equal to 1,000 gallons has or may result in a discharge to surface water. For any PLSD greater than or equal to 1,000 gallons regardless of the spill destination, the enrollee is also encouraged to file a spill report as required by Health and Safety Code section 5410 et. seq. and Water Code section 13271, or notify the responsible party that notification and reporting should be completed as specified above and required by State law.
- ii. If a PLSD is recorded in the CIWQS Online SSO Database, the enrollee must identify the sewage discharge as occurring and caused by a private sanitary sewer system asset and should identify a responsible party (other than the enrollee), if known. Certification of PLSD reports by enrollees is not required.

7. **CIWQS Online SSO Database Unavailability**

In the event that the CIWQS Online SSO Database is not available, the enrollee must fax or e-mail all required information to the appropriate Regional Water Board office in accordance with the time schedules identified herein. In such event, the enrollee must also enter all required information into the CIWQS Online SSO Database when the database becomes available.

8. **Mandatory Information to be Included in CIWQS Online SSO Reporting**

All enrollees shall obtain a CIWQS Online SSO Database account and receive a "Username" and "Password" by registering through CIWQS which can be reached at CIWQS@waterboards.ca.gov or by calling (866) 792-4977, M-F, 8 A.M. to 5 P.M. These accounts will allow controlled and secure entry into the CIWQS Online SSO Database. Additionally, within thirty (30) days of initial enrollment and prior to recording SSOs into the CIWQS Online SSO Database, all enrollees must complete a Collection System Questionnaire (Questionnaire). The Questionnaire shall be updated at least once every 12 months.

i. **SSO Reports**

At a minimum, the following mandatory information shall be reported prior to finalizing and certifying an SSO report for each category of SSO:

- a. **Draft Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 1 SSO report:
1. SSO Contact Information: Name and telephone number of enrollee contact person who can answer specific questions about the SSO being reported.
 2. SSO Location Name.
 3. Location of the overflow event (SSO) by entering GPS coordinates. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the SSO appearance point explanation field.
 4. Whether or not the SSO reached surface water, a drainage channel, or entered and was discharged from a drainage structure.
 5. Whether or not the SSO reached a municipal separate storm drain system.
 6. Whether or not the total SSO volume that reached a municipal separate storm drain system was fully recovered.
 7. Estimate of the SSO volume, inclusive of all discharge point(s).
 8. Estimate of the SSO volume that reached surface water, a drainage channel, or was not recovered from a storm drain.
 9. Estimate of the SSO volume recovered (if applicable).
 10. Number of SSO appearance point(s).
 11. Description and location of SSO appearance point(s). If a single sanitary sewer system failure results in multiple SSO appearance points, each appearance point must be described.
 12. SSO start date and time.
 13. Date and time the enrollee was notified of, or self-discovered, the SSO.
 14. Estimated operator arrival time.
 15. For spills greater than or equal to 1,000 gallons, the date and time Cal OES was called.
 16. For spills greater than or equal to 1,000 gallons, the Cal OES control number.
- b. **Certified Category 1 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 1 SSO report, in addition to all fields in section 8.i.a :
1. Description of SSO destination(s).
 2. SSO end date and time.
 3. SSO causes (mainline blockage, roots, etc.).
 4. SSO failure point (main, lateral, etc.).
 5. Whether or not the spill was associated with a storm event.
 6. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the overflow; and a schedule of major milestones for those steps.
 7. Description of spill response activities.
 8. Spill response completion date.
 9. Whether or not there is an ongoing investigation, the reasons for the investigation and the expected date of completion.

10. Whether or not a beach closure occurred or may have occurred as a result of the SSO.
 11. Whether or not health warnings were posted as a result of the SSO.
 12. Name of beach(es) closed and/or impacted. If no beach was impacted, NA shall be selected.
 13. Name of surface water(s) impacted.
 14. If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.
 15. If water quality samples were taken, identify which regulatory agencies received sample results (if applicable). If no samples were taken, NA shall be selected.
 16. Description of methodology(ies) and type of data relied upon for estimations of the SSO volume discharged and recovered.
 17. SSO Certification: Upon SSO Certification, the CIWQS Online SSO Database will issue a final SSO identification (ID) number.
- c. **Draft Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a draft Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO.
- d. **Certified Category 2 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 2 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-9, and 17 in section 8.i.b above for Certified Category 1 SSO.
- e. **Certified Category 3 SSOs**: At a minimum, the following mandatory information shall be reported for a certified Category 3 SSO report:
1. Items 1-14 in section 8.i.a above for Draft Category 1 SSO and Items 1-5, and 17 in section 8.i.b above for Certified Category 1 SSO.
- ii. **Reporting SSOs to Other Regulatory Agencies**
- These reporting requirements do not preclude an enrollee from reporting SSOs to other regulatory agencies pursuant to state law. In addition, these reporting requirements do not replace other Regional Water Board notification and reporting requirements for SSOs.
- iii. **Collection System Questionnaire**
- The required Questionnaire (see subsection G of the SSS WDRs) provides the Water Boards with site-specific information related to the enrollee's sanitary sewer system. The enrollee shall complete and certify the Questionnaire at least every 12 months to facilitate program implementation, compliance assessment, and enforcement response.
- iv. **SSMP Availability**
- The enrollee shall provide the publicly available internet web site address to the CIWQS Online SSO Database where a downloadable copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP is posted. If all of the SSMP documentation listed in this subsection is not publicly available on the Internet, the enrollee shall comply with the following procedure:

- a. Submit an **electronic** copy of the enrollee's approved SSMP, critical supporting documents referenced in the SSMP, and proof of local governing board approval of the SSMP to the State Water Board, within 30 days of that approval and within 30 days of any subsequent SSMP re-certifications, to the following mailing address:

State Water Resources Control Board
Division of Water Quality
Attn: SSO Program Manager
1001 I Street, 15th Floor, Sacramento, CA 95814

D. WATER QUALITY MONITORING REQUIREMENTS:

To comply with subsection D.7(v) of the SSS WDRs, the enrollee shall develop and implement an SSO Water Quality Monitoring Program to assess impacts from SSOs to surface waters in which 50,000 gallons or greater are spilled to surface waters. The SSO Water Quality Monitoring Program, shall, at a minimum:

1. Contain protocols for water quality monitoring.
2. Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.).
3. Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory.
4. Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy.
5. Within 48 hours of the enrollee becoming aware of the SSO, require water quality sampling for, at a minimum, the following constituents:
 - i. Ammonia
 - ii. Appropriate Bacterial indicator(s) per the applicable Basin Plan water quality objective or Regional Board direction which may include total and fecal coliform, enterococcus, and e-coli.

E. RECORD KEEPING REQUIREMENTS:

The following records shall be maintained by the enrollee for a minimum of five (5) years and shall be made available for review by the Water Boards during an onsite inspection or through an information request:

1. General Records: The enrollee shall maintain records to document compliance with all provisions of the SSS WDRs and this MRP for each sanitary sewer system owned including any required records generated by an enrollee's sanitary sewer system contractor(s).
2. SSO Records: The enrollee shall maintain records for each SSO event, including but not limited to:
 - i. Complaint records documenting how the enrollee responded to all notifications of possible or actual SSOs, both during and after business hours, including complaints that do not

result in SSOs. Each complaint record shall, at a minimum, include the following information:

- a. Date, time, and method of notification.
 - b. Date and time the complainant or informant first noticed the SSO.
 - c. Narrative description of the complaint, including any information the caller can provide regarding whether or not the complainant or informant reporting the potential SSO knows if the SSO has reached surface waters, drainage channels or storm drains.
 - d. Follow-up return contact information for complainant or informant for each complaint received, if not reported anonymously.
 - e. Final resolution of the complaint.
- ii. Records documenting steps and/or remedial actions undertaken by enrollee, using all available information, to comply with section D.7 of the SSS WDRs.
 - iii. Records documenting how all estimate(s) of volume(s) discharged and, if applicable, volume(s) recovered were calculated.
3. Records documenting all changes made to the SSMP since its last certification indicating when a subsection(s) of the SSMP was changed and/or updated and who authorized the change or update. These records shall be attached to the SSMP.
 4. Electronic monitoring records relied upon for documenting SSO events and/or estimating the SSO volume discharged, including, but not limited to records from:
 - i. Supervisory Control and Data Acquisition (SCADA) systems
 - ii. Alarm system(s)
 - iii. Flow monitoring device(s) or other instrument(s) used to estimate wastewater levels, flow rates and/or volumes.

F. CERTIFICATION

1. All information required to be reported into the CIWQS Online SSO Database shall be certified by a person designated as described in subsection J of the SSS WDRs. This designated person is also known as a Legally Responsible Official (LRO). An enrollee may have more than one LRO.
2. Any designated person (i.e. an LRO) shall be registered with the State Water Board to certify reports in accordance with the CIWQS protocols for reporting.
3. Data Submitter (DS): Any enrollee employee or contractor may enter draft data into the CIWQS Online SSO Database on behalf of the enrollee if authorized by the LRO and registered with the State Water Board. However, only LROs may certify reports in CIWQS.
4. The enrollee shall maintain continuous coverage by an LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the enrollee to the State Water Board within 30 days of the change by calling (866) 792-4977 or e-mailing help@ciwqs.waterboards.ca.gov.

5. A registered designated person (i.e., an LRO) shall certify all required reports under penalty of perjury laws of the state as stated in the CIWQS Online SSO Database at the time of certification.

CERTIFICATION

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of an order amended by the Executive Director of the State Water Resources Control Board.

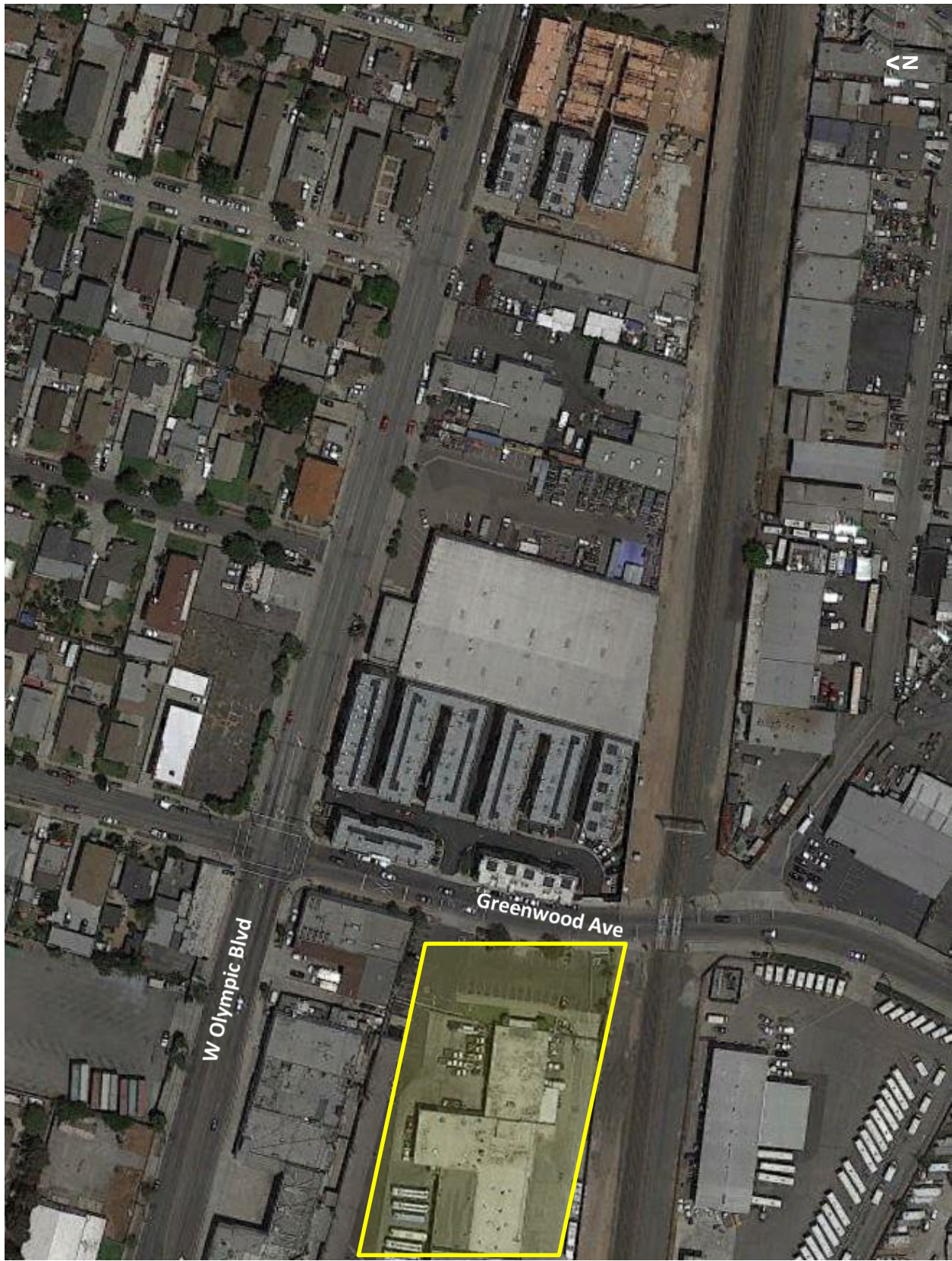
7/30/13
Date


Janine Townsend
Clerk to the Board

APPENDIX B

LOCATION MAP

OPERATION MAINTENANCE YARD



Public Works Maintenance Yard

APPENDIX C

KEY STAFF CONTACT INFORMATION

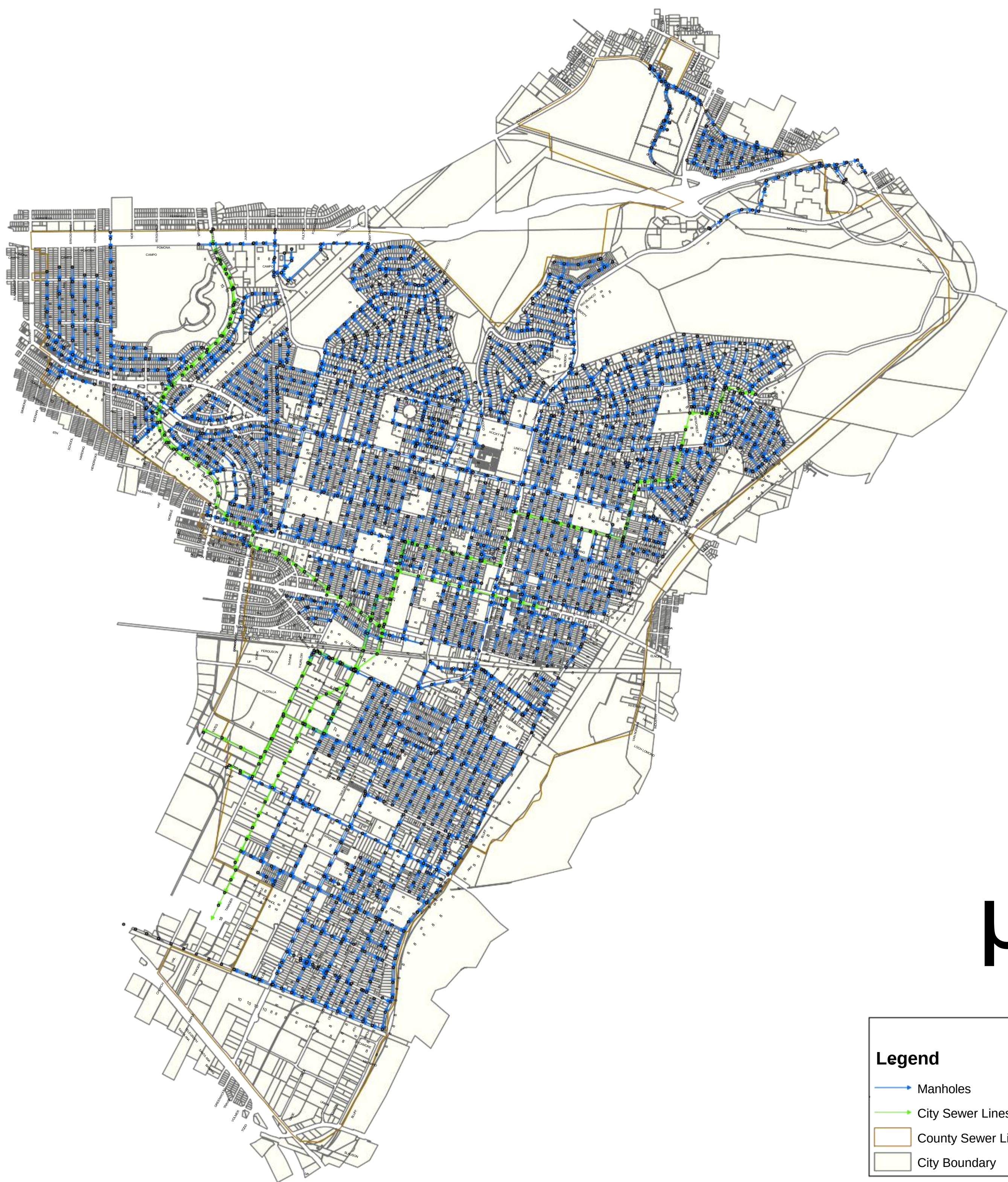
City's Contact Directory for SSO Responding and Reporting

After Hrs. or Responsible Party's	Name	Telephone	After Hours or Cell Phone
City Manager	Raul Alvarez	1-323-887-1367	
Director of Public Works	Cesar Roldan	1-323-887-1462	
City Engineer		1-323-887-1460	
Building Inspector		1-323-887-1497	
Public Works Services Street Maintenance	Juan Hernandez	1-323-887-4613	
Code Enforcement		1-323-887-1490	
City 24-HOUR Dispatcher		1-323-246-0214	1-323-246-0214
Police Department		1-323-887-1313	911
Fire Department		1-323-887-4510	
LA County Health Dept.		1-626-430-5420	1-213-974-1234
LA County FL Control Dist.		1-626-458-4357	
LA Co. Sanitation Dist.		1-562-699-7411	
RWQCB (LA)		1-213-576-6657	1-213-305-2284 FX 1-213-620-6140
State O.E.S		1-800-852-7550	
SMD Superintendent	James Pryor	1-323-640-8500	
SMD Supervisor	Frank Arellano	1-626-201-9627	
SMD Supervisor	Jim Vives	1-626-589-4455	

APPENDIX D
INVENTORY OF
CITY
COLLECTION FACILITIES & MAP

City of Montebello

Existing Sanitary Sewer System



Legend

Manholes

City Sewer Lines

County Sewer Lines

City Boundary

Parcels



City of Montebello

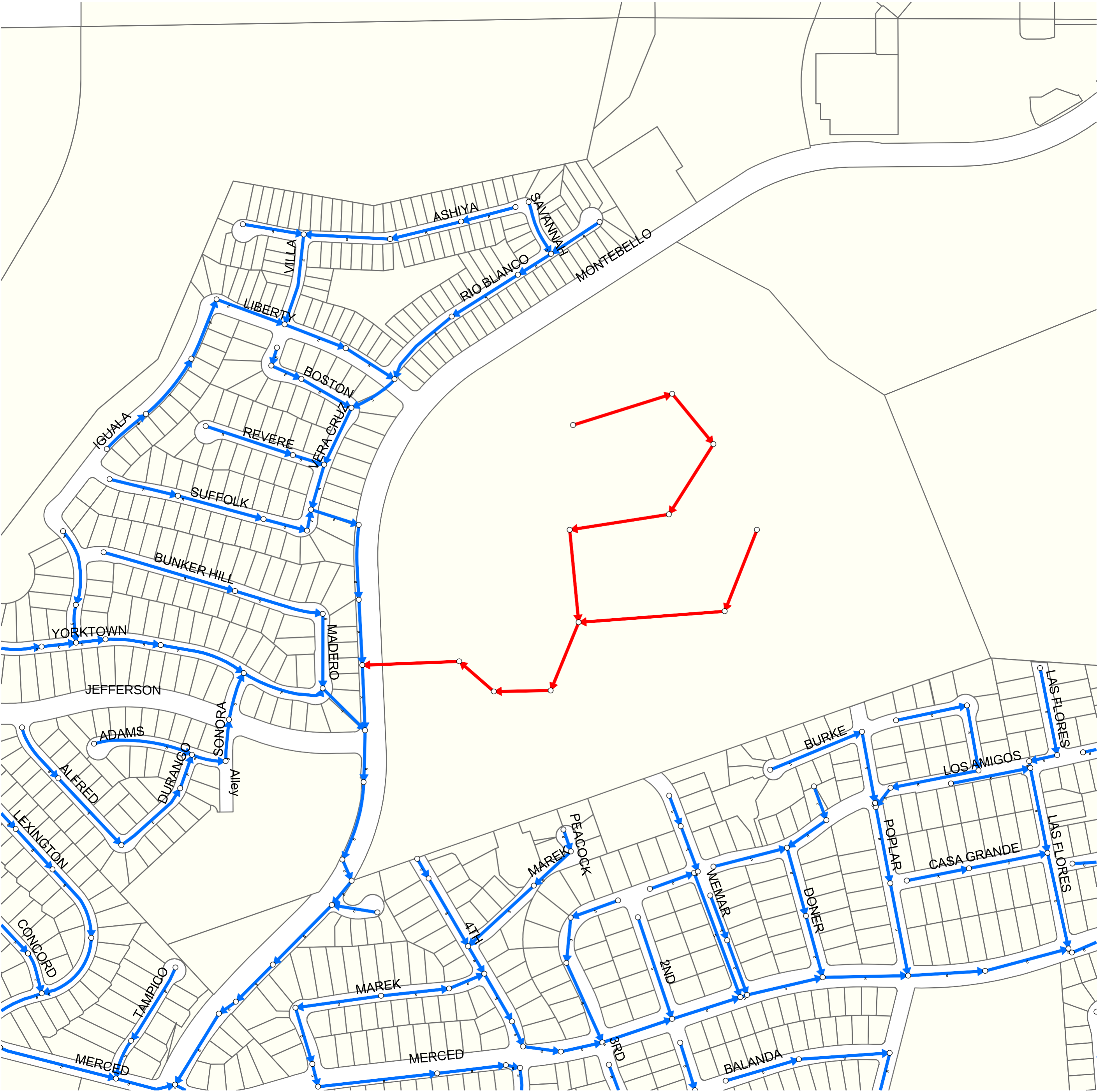
Existing Sanitary Sewer System

Miles



Appendix C

Montebello Hills Development



Legend

○

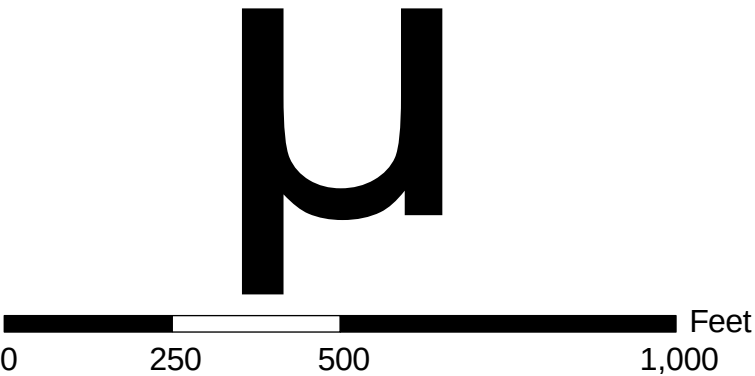
Manholes

City Sewer Lines

County Sewer Lines

Montebello Hills

Parcels



APPENDIX E
CONDITION ASSESSMENT
WORK SCHEDULE
CCTV

Exhibit 4

Map of CCTV'd Sewer Lines

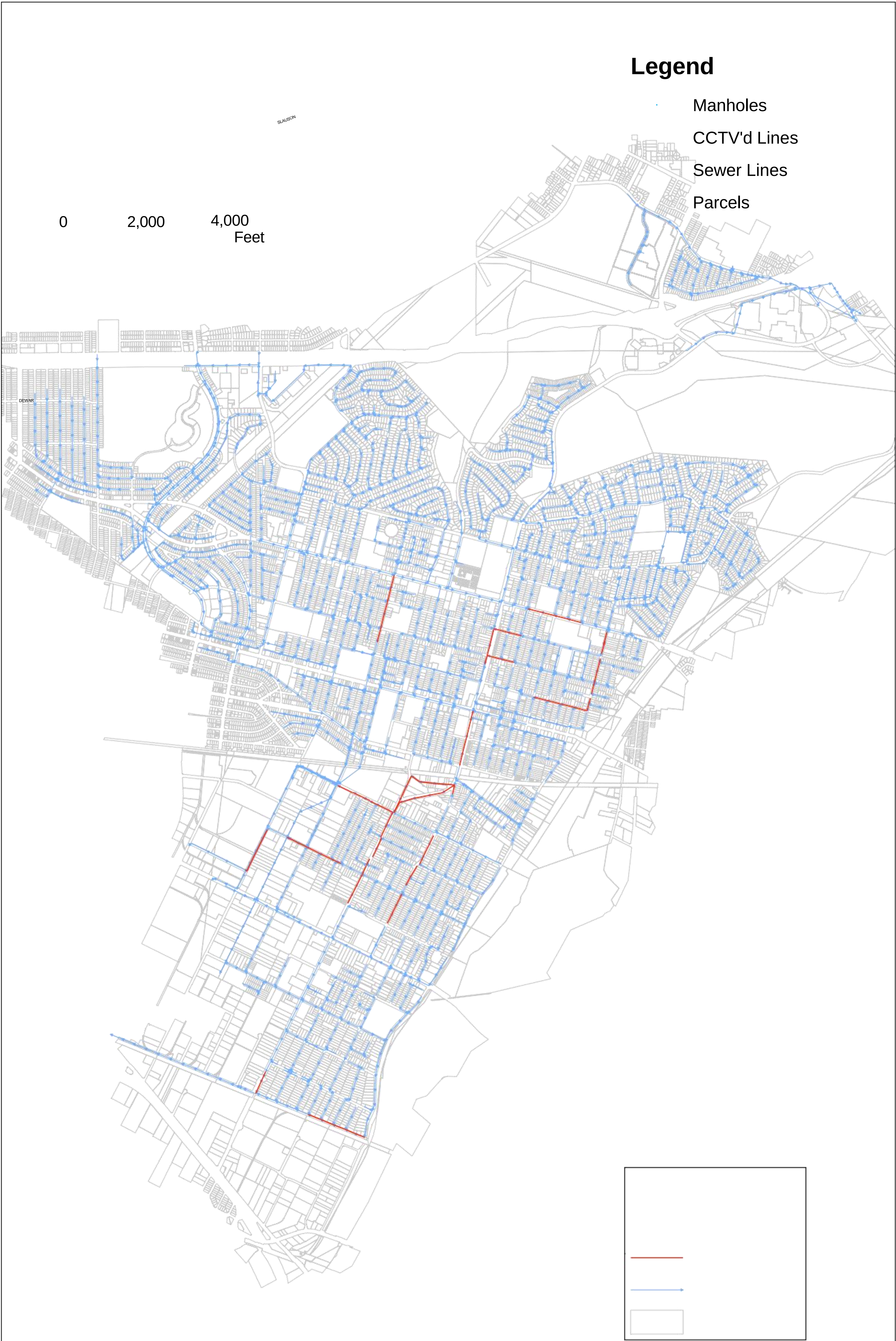


3

Legend

- Manholes
- CCTV'd Lines
- Sewer Lines
- Parcels

0 2,000 4,000 Feet



APPENDIX F

SSMP AUDIT REPORT

SEWER SYSTEM MANAGEMENT PLAN

AUDIT REPORT

February 2025

Prepared for:



**City of Montebello
Department of Public Works
1600 W Beverly Blvd
Montebello, CA 90640**

Prepared By:

Bowman

3060 Saturn Street, Suite 250
Brea, CA 92821
714-982-5031

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Summary

The California State Water Resources Control Board (“SWRCB”) promulgated a waste discharge requirement (“WDR”) permit on May 2, 2006 to regulate sanitary sewer systems. This permit is known as SWRCB Order No. 2006-0003, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems. On July 30, 2013, Attachment A to the Order was promulgated and became effective on September 9, 2013 and is known as Attachment A, SWRCB Order No. WQO 2013-0058-EXEC, amending the Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (together these documents constitute the “SSS WDR”).

This permit, among other things, requires local public sewer collection system agencies, referred to as “Enrollees,” to develop a Sewer System Management Plan (“SSMP”). SSMPs must be self-audited at least every two (2) years and updated every five (5) years from the original adoption date by the Enrollee’s governing board. The original SSMP must have been approved by the governing board of the Enrollee at a public meeting and adopted.

The five-year SSMP update must also be approved and certified as do all significant updates to the SSMP. The SSMP, all references in the document, and the adoption documents by the governing board must be available on the agency website or submitted to the SWRCB upon adoption or recertification. Enrollees do not send their SSMP to the State or Regional Water Boards for review or approval, but must make it publicly available, and upload an electronic copy to the SSO database or provide a link to the Enrollees’ website where the SSMP is posted.

This triennial audit of the City of Montebello’s SSMP consists of sufficiency rankings on all 11 sections of the SSMP requirements. The ranking is explained in the *Audit of the SSMP* section and is based on information available referenced to the WDR requirements. A total of 7 of the 11 audit elements were found to be in compliance in the sufficiency ranking with 2 elements found to be in partial compliance, 1 element in marginal compliance and 1 element in marginal and partial compliance.

The SSMP Audit Report measures compliance with the Sanitary Sewer System Wastewater Discharge Requirements (SSSWDR) Orders and the effectiveness of the City’s implementation of the current SSMP.

The findings of this audit will be used to gauge the performance of the next triennial SSMP Audit.

Introduction

On May 2, 2006, the California State Water Resources Control Board adopted Order No. 2006-0003 (State Order) to create an equitable statewide mechanism to manage all publicly owned wastewater collection agencies with more than a mile of pipeline, to reduce the number and severity of Sanitary Sewer Overflows (SSOs), and to set up a central depository for online reporting of SSOs when they do occur. On July 30, 2013, Attachment A to the Order was promulgated and became effective on September 9, 2013 and is known as Attachment A, SWRCB Order No. WQO 2013-0058-EXEC, amending the Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (together these documents constitute the “SSS WDR”).

A principal element of the State Order is the requirement that the collection agencies adopt and maintain a management plan for the system, referred to as a Sewer System Management Plan or SSMP.

The City of Montebello, after conducting a public hearing, adopted in accordance with the State Order.

The State Order establishes the following goals:

- The SSMP must document the organization’s legal authority to achieve the goals of the SSMP as demonstrated through City of Montebello’s ordinances, agreements and other legally binding instruments.
- The SSMP must identify the City of Montebello organization and staff responsible for implementing and maintaining the SSMP.
- The SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the City of Montebello wastewater conveyance system.

Additionally, the State Order requires City of Montebello staff perform periodic internal audits of the SSMP focusing on evaluating the effectiveness of the SSMP and staffs’ compliance with its requirements, as shown in Section D-13 of the State Order. The internal audits must be performed at least every three (3) years with the audit report kept on file at City of Montebello.

The SSMP must be updated every six (6) years, must contain any significant program changes, and be re-certified by the City of Montebello. To complete the re-certification process, City of Montebello staff must enter the information on the Online SSO Database and mail a hard copy to the State Water Resources Control Board.

As described below, there are 11 major categories in the SSMP and over thirty-six subcategories. Additionally, a comprehensive audit program includes evaluation elements such as document control, training, objectives, data management, audit

procedures, and results approach outcomes.

This is the internal audit of the SSMP. No action is required by the City of Montebello. After reviewing and sharing the contents of the audit report, staff will create a list of proposed remedies if deficiencies were found to exist, file the report, and begin working to correct the deficiencies, if any.

Audit of the SSMP

As specified in the State Order, the SSMP is comprised of eleven (11) sections or subsets of Section D. 13 of the State Order, as follows:

- Element 1 - D.13.i Goals
- Element 2 - D.13.ii Organization
- Element 3 - D.13.iii Legal Authority
- Element 4 - D.13.iv Operation and Maintenance Program
- Element 5 - D.13.v Design and Performance Provisions
- Element 6 - D.13.vi Overflow Emergency Response Plan
- Element 7 - D.13.vii FOG (fats, oils, grease) Control Plan
- Element 8 - D.13.viii System Evaluation and Capacity Assurance Plan
- Element 9 - D.13.ix Monitoring, Measurement and Program Modifications
- Element 10 - D.13.x SSMP Program Audits
- Element 11 - D.13.xi Communication Program

This internal audit is focused on the above eleven categories as required by the State Order. Compliance ranking has been based on State Order audit guidelines and sufficiency. A recommendation has been provided when there is enough information to support it.

The format for audit reporting is as follows:

- State Order Section/Subsection
- Sufficiency Ranking

Ranking	Ranking Basis
In Compliance	All requirements specified in the section are met.
Substantial Compliance	The majority of requirements, with the exception of one or two are met.
Partial Compliance	Half of the requirements stated are met.
Marginal Compliance	Less than half of the requirements are met.
Not in Compliance	None of the requirements are met.

- Findings
- Reference Information
- Recommendation when appropriate

1. Goals – State Order D.13.i

Review the SSMP to determine if it complies with the State Order by having a goal to provide a plan to manage, operate, and maintain all parts of the City of Montebello System.

Sufficiency: In Compliance

Findings: The City of Montebello has established a list of goals in its SSMP that complies with the goals established in the State Order and are as follows;

1. Minimize sanitary sewer overflows;
SSMP will help reduce SSO's by being properly operated, maintained and managed to reduce frequency and severity of SSO's and their potential impacts on public health, safety and the environment.
2. Prevent public health hazards;
SSMP guidelines helps mitigation and impact of SSO's. No Spill Reports reported in 2015 thru May 2019.
3. Minimize inconveniences by handling interruptions in service;
All SSOs and mitigation are documented as part of SSMP and reporting requirements. When an SSO occurs, prompt action is taken to identify, contain, and remove the cause; report the event to the appropriate regulatory authorities; and notify the public in a timely manner.
4. Maintaining adequate capacities and extending useful life of the collection system;
The source of funding for CIP is provided thru the fees, property taxes, connection fees and bonds.
5. Prevent unnecessary damage to public and private property;
When an SSO occurs, the overflow of sewage is stopped as soon as possible and public access is limited to the overflow area to prevent public contact with any wastewater contamination.
6. Efficient use of funds for sewer operations;
The SSMP states that the City has a program that consists of sewer line cleaning and maintenance program, which includes CCTV and other mechanisms to detect I/I. The City has established a financial plan to ensure capital replacement or rehabilitation of sewer lines prone to I/I. The source of funding for CIP is provided thru user fees, property taxes, connection fees and bonds.
7. Convey wastewater to treatment facilities with a minimum of infiltration, inflow and exfiltration;
Per City Sanitary Sewer Master Plan in 2011, City staff regularly evaluates system capacities and periodic flow monitoring of key conveyance systems.
8. Provide adequate capacity to convey peak flows;
The source of funding for CIP is provided thru user fees, property taxes,

connection fees and bonds.

9. Perform all operations in a safe manner;

The City of Montebello's staff routinely performs operations in a safe manner, holds regular monthly mandatory training meetings and regularly reviews safety procedures in order to avoid personal injury or property damage.

10. Implement regular, proactive maintenance of the system to remove roots, debris, and fats, oils and grease in areas prone to blockages that may cause sewer backups or SSOs;

The City of Montebello regularly maintains areas prone to blockage in order to avoid sewer backups or SSOs. Additionally, the City provides regular public outreach in regards to proper disposal of fats, oils and grease.

11. Uphold the City's Standards and Specifications on newly constructed public and private sewers:

City staff regularly evaluates current standards and specifications and ensures that they are upheld on all newly constructed public and private sewers.

Reference: *City of Montebello 2019 SSMP*

Recommendation: None. The City of Montebello is in compliance with the Goals requirement of the State Order.

2. Organization – State Order D.13.ii

Review the SSMP to determine if it complies with the State Order by having the names of authorized representatives published and updated in the SSMP.

Sufficiency: In Partial Compliance

Findings: The City of Montebello identified and kept updated the names of its authorized representative, management, administration, and maintenance personnel and has shown the chain of communication for reporting SSOs. Organizational Changes and the process of who to report to has changed since the 2019 SSMP and will need to be updated.

Reference: City of Montebello Organizational Chart for Sanitary Sewer Management, City of Montebello SSMP, Description of General Responsibilities, City's SSO Reporting Procedures Flow Chart, City's Contact Directory for SSO Responding and Reporting.

Recommendation: Update needed. The City of Montebello's Organization and Chain of Command is a "flow chart" being updated. The City of Montebello's general maintenance and emergency maintenance is now being contracted and performed by Los Angeles County Consolidated Sewer Maintenance District.

3. Legal Authority – State Order D.13.iii

Review the SSMP to determine if it complies with the State Order by having ordinances and agreements in place and updated to prevent illicit discharges, provide for proper design of upstream facilities, provide right of way and access to the system, and enforce City regulations.

Sufficiency: Partial Compliance

Findings: The City of Montebello currently has in place several municipal codes which prevent, require, ensure, limit and enforce specific features and operations required by the Order. The City of Montebello SSMP currently lists the applicable City codes that provide the proper legal authority.

The following are requirements are referenced in the SSMP:

- 1) The necessary legal authority will prevent illicit discharges into its sanitary sewer system:
The City's ordinance Title 8, Section 36.030 prohibits the illicit discharges, dumping, and non-storm water discharges into storm water drains. Any person causing an illicit discharge may be required to pay for the cost of clean-up and remediation and Title 8, Section 36.140 which allows criminal penalties for any violations of the Sewer and Industrial Waste Ordinances. Violations for an infraction can be convicted under City Ordinance 8.32.050.
- 2) Require that sewers and connections be properly designed and constructed:
The City has the responsibility for the review and approval of plans and specifications for the construction and dedication of sanitary sewers, house laterals and sewer-related appurtenances through the development processes of the Department of Public Works, Development Engineering Division based on the 2019 SSMP. LA County Code Title 20 is utilized for design and construction of new house laterals and construction of collection system. Since the 2019 SSMP, the ownus for overseeing and approving design and construction of connections and sewers is now Community Development.
- 3) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency:
The City Code, 12.02.280 gives the city the legal right to set requirements to allow unrestricted maintenance access to the public sewer collection system located in the easements. Per the 2019 SSMP, an easement agreement has not been established for any portion of the lateral owned outside of the easement.
- 4) Limit the discharge of Fats, Oils, Grease (FOG) and other debris that may cause

blockages.

The City by adopting the California Plumbing Code per Section 15.20.010 of the City Municipal Code and LA County Code, Title 20 to be adopted by the City, has the legal authority to satisfy this element of the WDR. The City is planning to adopt it's own language for an enforceable FOG program in 2025 SSMP.

5) Enforce any violation of its sewer ordinances.

Violations for an infraction can be convicted under City Ordinance 8.32.050. The City Director of Public Works is empowered to enforce all the requirements in Division 2 – Sanitary Sewers and Industrial Waste of the LA County Code and in accordance with Section 20.24.110 of the Code may delegate this authority. The LA County Code, Section 20.24.160 allows criminal penalties for any violations of the Sewer and Industrial Waste Ordinances.

Illicit discharges are addressed in the City of Montebello Municipal Code and found on the City Website:

https://www.municode.com/library/ca/montebello/codes/code_of_ordinances

Reference: Legal Authority, City of Montebello SSMP. List of additional City of Montebello Ordinances.

Recommendation: The City of Montebello is in compliance with the Legal Authority requirement of the State Order. However, adopting a FOG program specific for the City of Montebello is being considered working in parallel with updated SSMP.

4. Operation and Maintenance Program – State Order D.13.iv

Review the SSMP and activities of staff, consultants and contractors to determine compliance with the State Order by having (a) an up to date collection system map that shows all pipe reaches, manholes, siphons, diversion structures, and pump stations, if any, (b) a routine preventative maintenance program and operations program, (c) rehabilitation and replacement program, (d) operations and maintenance training program, and (e) part inventory program including identification of critical replacement parts.

Sufficiency: In Compliance

Findings: According to the 2019 SSMP, The City of Montebello maintains the sewer system. This will be updated in the next SSMP as the City now contracts the maintenance to the Los Angeles County Consolidated Sewer Maintenance District.

1) Collection System Mapping

The City of Montebello maintains as-built plans and City Sanitary Sewer Master Plan of the City's sewer facilities. Data on the plans, such as system location and alignment, pipe material, size, etc., are also stored in the SMD Computer Aided Design Drafting (CADD) system. Information generated by the CADD is printed on Index Map Sheets stored by the City Public Works Department Engineering Division. These maps are kept at the City Public Works Department, Field Yards. The maps are updated, as necessary, to reflect changes in the system.

2) Resources and Budget

The source of funding for Capital Improvement Program (CIP) is provided thru user fees, property taxes, connection fees and bonds. The CIP is a work in progress as before the program can be identified, the entire system needs to be videotaped and rated.

3) Prioritized Preventative Maintenance

According to the 2019 SSMP, the City is responsible for operation and maintenance of its collection sewer system. The Operation and Maintenance Program has been developed to provide the tools and procedures for maintaining its gravity sewer system, and the City hired sewer contractors possessing adequate knowledge, skills and abilities. The sewer contractors hired by the City will provide after hour services to the City such as Stand-by, callback, and other sewer emergency services.

4) Scheduled Inspections and Condition Assessments

The interior and exterior of manholes are inspected semi-annually for any structural defects, sewage flow condition, presence of vermin or rodents, deleterious industrial waste, odors and any signs of unusual settlement around the manholes and along sewer alignments. Gas traps, manholes and siphons are inspected and cleared of any stoppages or flow restrictions monthly. Sewer lines are cleaned by hydro jet or rodding. Frequency of cleaning is based on inspection records. Sewer lines known to accumulate grease, garbage grinds or sand are put on monthly, quarterly, or semi-annual cleaning schedule and those prone to root growth are periodically rodded or chemically treated. City work orders are generated and tracked by the Maintenance Management System (MMS). City field crews activities are recorded in various forms such as service requests, cleaning reports, sewer maintenance daily reports, manhole adjustments, overflow report forms etc. and finally stored in the MMS.

5) Contingency Equipment and Replacement Inventory

The equipment utilized in the maintenance of the City's sewer facilities is owned by the City contractor. The Contractor has full responsibility for the maintenance and replacement of equipment.

6) Training

The City's staff is trained on wastewater operations and maintenance policies, procedures, safety policies and equipment. The Director of Public Works is responsible for documenting the details of each training including dates, content, and participating employees.

7) Outreach to Plumbers and Building Contractors

The City's construction projects are awarded to carefully selected contractors with well trained and qualified personnel for any given project.

Reference: High Maintenance Sewer Lines, Sanitary Sewer Master Plan 2011, City of Montebello SSMP, Capital Improvement Program, City of Montebello SSMP.

Recommendation: Beginning July 2021, the City retained the Los Angeles County of Public Works for Annual Sewer Maintenance Services to be provided by the Los Angeles County Consolidated Sewer Maintenance District. This contract has been renewed and the Consolidated Sewer Maintenance District now provides maintenance, repairs and infrastructure capital projects. Following this audit, the contract's maintenance, repair and infrastructure projects will be evaluated for effectiveness.

5. Design and Performance Provisions – State Order D.13.v

Review the SSMP to determine if it complies with the State Order by having design and construction standards and specifications for installation of new facilities, including coverage for testing of new facilities prior to acceptance.

Sufficiency: In Compliance

Findings: The SSMP contains reference to the City of Montebello's Standards and Specifications for new or upgrading facilities, placing the element in compliance. The City requires that all sewers be designed in accordance with Los Angeles County standards. The LA County DPW has Standard Plans and Specifications for Construction of Sanitary Sewers and appurtenances to insure that sewer lines and connections are properly designed and constructed. The County DPW specifications by reference incorporate the Standard Plans and Specifications for Public Works Construction (Green Book), Special Provisions, and Standard Drawings. The City requires that these publications also be followed in the design of sewer system within the City.

Reference: City of Montebello Standard Plans and Specifications Design Requirements for Sewage Collection Systems, City of Montebello SSMP, Pumping Station Design

Criteria and Los Angeles Sanitary Sewer Standard Plans.

Recommendation: None. The City of Montebello is in compliance with the requirement of this State Order.

6. Overflow Emergency Response Plan (OERP) – State Order D.13.vi

Review the SSMP to determine if it complies with the State Order by having an overflow emergency response plan that includes (a) proper notification procedures, (b) a program that assures proper response to all overflows, (c) procedures that ensure prompt notification of regulatory agencies and other affected entities, (d) proper training for staff and contractors named in the response plan, (e) procedures to address traffic control and crowd control, and, (f) implementation of steps to prevent SSOs from reaching waters of the United States.

Sufficiency: In Compliance

Findings: The City of Montebello SSMP currently complies with all requirements of this State Order.

- a) Proper notification procedures so that primary responders and regulatory agencies are informed of all SSOs in a timely manner
- b) Program to ensure appropriate response to all overflows
- c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities
- d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained
- e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities
- f) A program to ensure that all reasonable steps are taken to contain the discharge of untreated and partially treated wastewater to the waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs

From May 4, 2015 to May 20, 2019, there were zero (0) SSOs within the City of Montebello service area per SSO incident Map and summary pages available at the State Water Resources Control Board web site:

<https://ciwqs.waterboards.ca.gov/ciwqs/readOnly/PublicReportSSOServlet?>

Regional: 0 SSO

Reference: *Sanitary Sewer Overflow Emergency Response Plan*, City of Montebello SSMP, SSO Field Response Flow Chart, SSO Complaint Form, City of Montebello SSMP Operator Sewage Spill Report.

Recommendation: The City of Montebello is in compliance with the requirement of this State Order. The written procedures are required to ensure City staff and contract personnel are aware of the OERP and written procedures to address emergency operations, traffic control, and other necessary response activities shall be provided.

A Legally Responsible Official (LRO) was registered to report into CIWQS online SSO Database all spills.

7. Fats, Oil and Grease (FOG) Control Program – State Order D.13.vii

Review the SSMP to determine if it complies with the State Order by having a FOG Control plan with (a) a public education element, (b) FOG disposal facilities identified, (c) ordinances, rules and regulations to prevent FOG, (d) requirements to install FOG traps together with standard drawings for traps, owner maintenance requirements, owner record keeping requirements and owner reporting requirements, (e) inspection authority and staffing, (f) identification of sanitary sewer sections impacted by FOG, and (g) a source control plan for NRWS reaches currently impacted by FOG.

Sufficiency: Not In Compliance

Findings:

- a) In 2018 the City developed a FOG control program; however, it was not approved by City Council. The City does have a public outreach program for proper disposal of FOG and other SSO prevention measures such as installation of backwater valves, hose lateral maintenance, etc. is disseminated to City residents through publication of Annual Reports, brochures and individual notices of property owners.
- b) The 2019 SSMP supplies a list of vendors which offer collection and disposal services on the www.calfog.org website. Food services establishments (FSEs) are annually inspected for FOG disposal compliance during FOG inspections.
- c) The City of Montebello's SSMP details the proper disposal of FOG waste as detailed by ordinance of Los Angeles County's Environmental Health Department.
- d) As a result, the SSMP details the City Municipal Codes and County Ordinances that grant authority to; limit types of waste discharged to public sewers, installation of grease interceptors in accordance to Los Angeles County standards, require routine inspections, and maintenance of grease interceptors.

- e) The SSMP details the construction and maintenance standards as set forth by Los Angeles County.
- f) The Inspection of grease interceptors is handled by Los Angeles County's environmental health department.
- g) An identification of sewer system sections subject to FOG blockages and establish a cleaning maintenance schedule on monthly, quarterly, or semi-annual periodic cleaning schedule.

Reference: Legal Authority, City of Montebello SSMP, Grease Removal Devices

Recommendation: The City of Montebello is marginally in compliance with the requirement of this State Order. The City needs to conduct an investigation of "hot spots" caused by FOG, contain a public education element and enforce FOG program requirements.

The City proposed a FOG control program which was not adopted. The FOG program needs to consist of focused cleaning and maintenance as well as source control. The following subsections discuss identification and cleaning of grease-prone areas, legal authority to prohibit grease discharge or require a grease removal device, facility inspection and public outreach. Areas with several restaurants or grease-producing facilities should be considered likely grease problem areas. SSOs caused by grease should be investigated in food service establishments, high density multi-family dwellings, single family dwellings and food manufacturing facilities. The following is a list of projects that can be developed utilizing a sewer system GIS to inventory and characterize potential sources of FOG:

- Develop a GIS application for the identification of sewer system blockages due to FOG and their potential sources including the following:
- Identify and color code sewer collection lines subject to blockage
- Identify and plot all SSOs resulting from FOG blockages. If the source of the grease in a lateral can be identified, the City needs to contact the property owner to notify them of the problem and work with them to clean the lateral.
- Perform inspection activities for the grease producing facilities, enforcement authorities, and whether the City has sufficient staff to inspect and enforce the FOG ordinance.

8. System Evaluation and Capacity Assurance Plan (SECAP) – State Order D.13.viii

Review the SSMP to determine if it complies with the State Order by having a Capital Improvement Plan (CIP) that considers (a) Evaluation of those portions of the system that is experiencing SSO discharges due to hydraulic deficiency, (b) Design Criteria commensurate with the system, (c) Capacity Enhancement Measures and steps to address short term and long term CIP goals and an implementation schedule, and (d) Schedule for completion of the necessary things-to-do that were developed in items D.13.viii (a) - (c) above.

Sufficiency: Marginal Compliance

Findings: During the 2011 Sanitary Sewer Master Plan, the system was evaluated, and upgrades were recommended based on these results. The following were addressed in the 2019 SSMP:

- 1) Evaluation: Action needed to evaluate portions of the Sanitary Sewer System that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency.
The City Public Works Department Engineering Division is responsible for ensuring that the public sewer infrastructure is correctly designed, adequately sized and easily maintainable. Public Works Utilities Division also provides a supportive role in reviewing all proposed sewer plans for new developments in the City to ensure that they conform to County design standards and particularly to ensure that LA County Sanitation District's requirements for acceptability of treatment.
- 2) Design Criteria: Where design criteria do not exist or are deficient, undertake the evaluation to establish appropriate design criteria.
The City's Public Works Department Engineering Design Guidelines and Sanitary Sewer Master Plan establish design guidelines for private development and public projects within the City of Montebello. The Sewer Master Plan identifies design criteria for new sewer systems including flow factors, peaking factors, hydraulic friction factors, minimum slopes, and maximum allowable depth of flow.
- 3) Capacity Enhancement Measures: The steps needed to establish a long-term CIP to address identified hydraulic deficiencies including prioritization, alternatives analysis, and schedules.
The collection system capacity enhancement program is a combined effort of City Public Works Engineering Division. The City programs to optimize the use of available sewer capacity and preventing SSO include the CCTV program to identify pipe segments needing repair or with I/I or tree root intrusion problems, sewer cleaning program and

the CIP program to effect repairs or replacement of damaged pipes.

- 4) Schedule: Develop a schedule of completion dates for all portions of the CIP to be reviewed and updated consistent with the SSMP audit and update.

The 2011 Sanitary Sewer Master Plan includes recommended completion dates and fees for the various phases of replacement and rehabilitation. The Engineering Department reviews the CIP on an annual basis and adjusts if necessary to address the most critical issues.

Reference: City of Montebello hydraulic model per Sanitary Sewer Master Plan in 2011, City of Montebello SSMP and Sewer CIP.

Recommendation: City of Montebello needs to CCTV video entire system and create new CIP and Sanitary Sewer Master Plan to reflect short and long term capital improvement projects. All mapping and fee structure needs to be updated in the Master Plan.

9. Monitoring, Measurement, and Program Modification – State Order D.13.ix

Review the SSMP to determine if it complies with the State Order by (a) maintaining relevant information that can be used to establish and prioritize appropriate SSMP activities, (b) monitoring the implementation and, where appropriate, measure the effectiveness of each element of the SSMP, (c) assessing the success of the preventative maintenance program, (d) updating program elements, as appropriate, based on monitoring or performance evaluations, and (e) identifying and illustrating SSO trends, including frequency, location and volume.

Sufficiency: Partial Compliance

Findings:

- 1) Maintain the relevant information that can be used to establish and prioritize SSMP activities
The SSMP committed to stating that the City will document all relevant data on SSOs that occur in the City including quarterly SSO reports from City PWD, Annual Reports published by the city, Sewer Maintenance Productivity Report and any special reports to regulatory agencies.
- 2) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP
The evaluation of the City's SSMP program effectiveness shall be based on key performance indicators of: total number of overflows, overflow response time, reduction in repeated incidents of SSO at same location, total overflows equal to or greater than

1,000 gallons or reaching the waters of the United States and reduction in number or overflows that are caused by capacity-related problems.

- 3) Assess the success of the preventative maintenance program
Continually updating or modifying the key elements based on the results of monitoring and responding to SSOs will show the effectiveness of the SSMP. The City shall also make recommendations as necessary to be adjusted or revised within the City boundaries to better serve its residents.
- 4) Update program elements, as appropriate, based on monitoring or performance evaluations
Monitoring and performance standards are annually evaluated by the Public Works Director and any improvements or modifications to the SSMP program elements are noted and implemented as soon as practical.
- 5) Identify and illustrate SSO trends including frequency, location and volume
The mapping of SSO frequencies are presented in monthly numbers of charts and graphs prepared by the City. The graphs are used to identify SSO trends and evaluate overall program effectiveness. Indicators from these graphs are used as indicators of possible I/I issues and evaluated annually as part of the performance parameters of the SSMP.

Reference: City of Montebello 2019 SSMP

Recommendation: The City of Montebello is in partial compliance with the requirement of this State Order. The City sewer maps shall be regularly updated with every sewer collection system change as often as necessary. A schedule and formal maintenance program for manhole inspections, sewer line cleaning, CCTV inspections shall be fulfilled. Records to assist in the evaluation of SSMP implementation should be further developed and improved upon.

10. SSMP Program Audits – State Order D.13.x

As a part of the SSMP, City shall conduct periodic audits. At a minimum these audits must occur every three years and a report must be prepared and kept on file. These audits shall focus on the effectiveness of the SSMP, compliance with State Order requirements, identification of any deficiencies and steps to correct them.

Sufficiency: In Compliance

Findings: The City of Montebello has embarked on this audit of its SSMP with timeliness to allow the auditor adequate time to investigate, gather evidence, analyze and then report sufficiency and findings, and finally, to make recommendations when appropriate.

The City has conducted the current the SSMP Audit and concurrent SSMP Audit Report at a minimum of every three years and will continue to do so for the next three year deadline occurring in 2028.

Reference: City of Montebello May 2019 SSMP audit

Recommendation: Re-certification of the SSMP is required when significant updates to the SSMP are made. Updates are required every 6 years at a minimum.

The SSMP must be re-certified every 6 years and after updating the SSMP with elements recommended by the 2019 audits together with any program changes.

11. Communication Program – State Order D.13.xi

Review the activities of staff to determine if they have complied with the State Order by (a) communicating the performance of the SSMP with the public, and (b) providing the public and the Los Angeles County Sanitation District the opportunity to provide input.

Sufficiency: In Compliance

Findings: State Order requirements are complex and developing the first SSMP required comments and input from many stakeholders. After the adoption, the SSMP was filed with the City of Montebello for public review. As noted in the State Order, the SSMP Audit is the mechanism to be used to measure SSMP performance and the best document for communicating performance.

Interested parties and the public will have an opportunity to provide input with the completion of each audit every three years and certification every six years as required by the Brown Act (public notice requirements).

Reference: City of Montebello SSMP

Recommendation: It is recommended after each audit that; City staff develop an implementation plan to address any deficiencies identified during the audit. Progress can then be acknowledged with the next audit or certification with the completion of each audit. City staff will share the audit findings with interested parties and make the report available to the public by posting on the City's website.

SSMP Audit Certification

SSMP Audit Reviewed By: _____



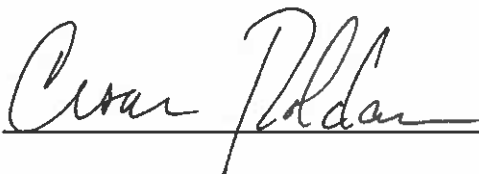
1/27/25

Kev Tcharkhoutian

City Engineer

City of Montebello, Public Works Department

SSMP Audit Approved By: _____



Cesar Roldan

Public Works Director

City of Montebello, Public Works Department

APPENDIX G

SPILL REPORT PROCEDURES

YEARLY SMD WORK REPORTS

Colorado River Basin Regional Water Quality Control Board

SPILL REPORTING PROCEDURES

MANDATORY PROCEDURES AND REQUIREMENTS FOR ADDRESSING SPILLS AND OTHER UNAUTHORIZED DISCHARGES FROM MUNICIPAL WASTEWATER TREATMENT PLANTS

To protect the public and the environment, pursuant to California Water Code (CWC) Section 13267 and 13383, the Colorado River Basin Regional Water Quality Control Board (Regional Water Board) has established mandatory procedures for handling spills from publicly owned wastewater treatment works (POTWs). These procedures are in addition to existing requirements of your National Pollutant Discharge Elimination System (NPDES) Permit and/or Waste Discharge Requirements, and do not preclude any emergency notification requirements mandated by other regulatory agencies or Federal/State law. Non-compliance with these reporting requirements is subject to potential civil liability according to CWC Section 13268.

These reporting requirements are necessary to ensure proper compliance with your waste discharge requirements and to collect needed information regarding discharges of sewage or other waste that could affect the quality of waters of the state. As the owner of a POTW, your agency is responsible for providing this information pursuant to Water Code sections 13267 and 13383.

WHAT IS A SPILL?

A spill is any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into surface waters or drainage channels that is not permitted or authorized by a regulatory agency. (A spill includes an unauthorized discharge to land that poses a public health threat.)

WHAT IS THE REQUIRED REPORTING?

In accordance with the requirements of Health and Safety Code section 5411.5, the discharger shall provide notification to the local health officer or the director of environmental health with jurisdiction over the affected water body of any unauthorized release of sewage or other waste that causes, or probably will cause, a discharge to any waters of the state.

In accordance with the requirements of Water Code section 13271, the discharger shall provide notification to the Office of Emergency Services of the release of reportable amounts of hazardous substances or sewage that causes, or probably will cause, a

NANCY WRIGHT, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

discharge to any waters of the state. The California Code of Regulations, Title 23, section 2250, defines a reportable amount of sewage as being 1,000 gallons. The phone number for reporting these releases to the Office of Emergency Services is (800) 852-7550.

POTWs that experience a spill must follow the reporting procedures listed below:

1. NOTIFICATION

Within **two (2) hours** after becoming aware of a spill, you must notify by telephone the Office of Emergency Services (OES) at (800) 852-7550, the local health department, and your Regional Water Board office at (760) 346-7491. The OES will provide you with a control number for further reference of the subject spill. If the telephone report is made to the Regional Water Board office after normal business hours, leave a message regarding the spill. OES will make any necessary after-hours contact with Regional Water Board staff.

At a minimum, the following information shall be provided to the Regional Water Board:

- (a) The location, date, and time of the release.
- (b) The water body that received or will receive the discharge.
- (c) An estimate of the amount of sewage or other waste released and the amount that reached a surface water at the time of notification.
- (d) If ongoing, the estimated flow rate of the release at the time of the notification.
- (e) The name, organization, phone number and email address of the reporting representative.

2. CERTIFICATION

As soon as possible, but not later than twenty four (24) hours after becoming aware of an unauthorized discharge of sewage or other waste from its wastewater treatment plant to a water of the state, the discharger shall submit a statement to the Regional Water Quality Control Board by email at spillreportRX@waterboards.ca.gov. If the discharge is 1,000 gallons or more, this statement shall certify that the State Office of Emergency Services has been notified of the discharge in accordance with Water Code section 13271. The statement shall also certify that the local health officer or director of environmental health with jurisdiction over the affected water bodies has been notified of the discharge in accordance with Health and Safety Code section 5411.5. The statement shall also include at a minimum the following information:

- (a) Agency, NPDES No., Order No., if applicable.

- (b) The location, date, and time of the discharge.
- (c) The water body that received the discharge.
- (d) A description of the level of treatment of the sewage or other waste discharged.
- (e) An initial estimate of the amount of sewage or other waste released and the amount that reached a surface water.
- (f) The Office of Emergency Services control number and the date and time that notification of the incident was provided to the Office of Emergency Services.
- (g) The name of the local health officer or director of environmental health representative notified (if contacted directly); the date and time of notification; and the method of notification (e.g., phone, fax, email)."

Should there be any conflict between the existing reporting requirements contained in the Monitoring and Reporting Program (MRP) or corresponding orders and this modification, the modification will prevail. All other provisions of your MRP remain in full force and effect.

3. REPORTING

Within five (5) business days, you must submit a written report to the Regional Water Board office documenting the above information. Your report must also include any additional details gathered and copies of reports submitted to other agencies.

SPILL REPORTING FACT SHEET

To be posted at facility

WHEN A SPILL OCCURS YOU MUST FOLLOW THE MANDATORY PROCEDURES IN THE TABLE BELOW:

What is a spill? A spill is any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into surface waters or drainage channels that is not permitted or authorized by a regulatory agency. (A spill includes an unauthorized discharge to land that poses a public health threat.) Be on the safe side, **REPORT IT!**

Required Communication	Agency to Contact (all are required)	Time Requirements	Contact Method
1. Notification	Office of Emergency Services (OES)	As soon as possible, but no later than 2 hours after becoming aware of the unauthorized discharge.	Telephone – (800) 852-7550 (obtain a control number from OES)
1. Notification	Local Health Department (LHD)	As soon as possible, but no later than 2 hours after becoming aware of the unauthorized discharge.	Telephone (call city or county Environmental Health Department) Fill in your local health Department Phone #s () - () -
1. Notification	Regional Water Board	As soon as possible, but no later than 2 hours after becoming aware of the unauthorized discharge.	Telephone (760) 346-7491
2. Certification	Regional Water Board	As soon as possible, but no later than 24 hours after becoming aware of the unauthorized discharger	Telephone – (760) 346-7491 (be prepared to provide detail information ¹)
3. Reporting	Regional Water Board	Within 5 Business days, submit written report	Mail or Hand Delivery

¹ See [Spill Reporting Procedure](#) Document

Appendix 6-G Methods for Estimating Spill Volume

A variety of approaches exist for estimating the volume of a sanitary sewer spill. This appendix documents the three methods that are most often employed. The person preparing the estimate should use the method most appropriate to the sewer overflow in question and use the best information available.

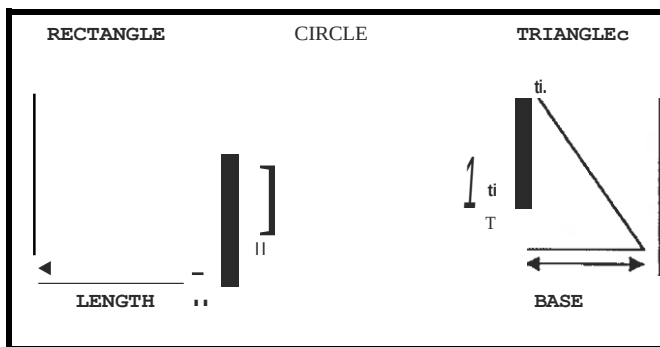
Method 1 Eyeball Estimate

The volume of small spills can be estimated using an "eyeball estimate". To use this method imagine the amount of water that would spill from a bucket or a barrel. A bucket contains 5 gallons and a barrel contains 50 gallons. If the spill is larger than 50 gallons, try to break the standing water into barrels and then multiply by 50 gallons. This method is useful for contained spills up to approximately 200 gallons.

Method 2 Measured Volume

The volume of most small spills that have been contained can be estimated using this method. The shape, dimensions, and the depth of the contained wastewater are needed. The shape and dimensions are used to calculate the area of the spills and the depth is used to calculate the volume.

Common Shapes and Dimensions



Step 1 Sketch the shape of the contained sewage (see figure above).

Step 2 Measure or pace off the dimensions.

Step 3 Measure the depth at several locations and select an average.

Step 4 Convert the dimensions, including depth, to feet.

Step 5 Calculate the area in square feet using the following formulas:

Rectangle: Area= length (feet) x width (feet)

Circle: Area= diameter (feet) x diameter (feet) x 0.79

Triangle: Area= base (feet) x height (feet) x 0.5

Step 6 Multiply the area (square feet) times the depth (in feet) to obtain the volume in cubic feet.

Step 7 Multiply the volume in cubic feet by 7.5 to convert it to gallons

Method 3 Duration and Flowrate

Calculating the volume of larger spills, where it is difficult or impossible to measure the area and depth, requires a different approach. In this method, separate estimates are made of the duration of the spill and the flowrate. The methods of estimating duration and flowrate are:

D11ration: The duration is the elapsed time from the time the spill started to the time that the flow was restored.

Start Time: The start time is sometimes difficult to establish. Here are some approaches:

- Local residents can be used to establish start time. Inquire as to their observations. Spills that occur in rights-of-way are usually observed and reported promptly. Spills that occur out of the public view can go on longer. Sometimes observations like odors or sounds (e.g. water running in a normally dry creek bed) can be used to estimate the start time.
- Changes in flow on a downstream flowmeter can be used to establish the start time. Typically the daily flow peaks are "cut off" or flattened by the loss of flow. This can be identified by comparing hourly flow data during the spill event with flow data from prior days.
- Conditions at the spill site change over time. Initially there will be limited deposits of toilet paper and other sewage solids. After a few days to a week, the sewage solids form a light-colored residue. After a few weeks to a month, the sewage solids turn dark. The quantity of toilet paper and other materials of sewage origin increase over time. These observations can be used to estimate the start time in the absence of other information. Taking photographs to document the observations can be helpful if questions arise later in the process.
- It is important to remember that spills may not be continuous. Blockages are not usually complete (some flow continues). In this case the spill would occur during the peak flow periods (typically 10:00 to 12:00 and 13:00 to 16:00 each day). Spills that occur due to peak flows in excess of capacity will occur only during, and for a short period after, heavy rainfall.

End Time: The end time is usually much easier to establish. Field crews on-site observe the "blow down" that occurs when the blockage has been removed. The "blow down" can also be observed in downstream flowmeters.

Flowrate: The flowrate is the average flow that left the wastewater collection system during the time of the spill.

There are three common ways to estimate the flowrate:

- The San Diego Manhole Flowrate Chart: This chart, included as Appendix 6-F, shows sewage flowing from manhole covers at a variety of flowrates. The observations of the field crew can be used to select the appropriate flowrate from the chart. If possible, photographs are useful in documenting the basis for the flowrate estimate.
- Flowmeter: Changes in flows in downstream flowmeters can be used to estimate the flowrate during the spill.
- Counting Connections: Once the location of the spill is known, the number of upstream connections can be determined from the sewer maps. Multiply the number of connections by 200 to 250 gallons per day per connection or 8 to 10 gallons per hour per connection.

For example:

$$\begin{aligned} & 22 \text{ upstream connections} \times 9 \text{ gallons per hour per connection} \\ & = 198 \text{ gallons per hour} / 60 \text{ minutes per hour} \\ & = 3.3 \text{ gallons per minute} \end{aligned}$$

Spill Volume: Once duration and flowrate have been estimated, the volume of the spill is the product of the duration in hours or days and the flowrate in gallons per hour or gallons per day.

For example:

$$\begin{aligned} & \text{Spill start time} = 11:00 \\ & \text{Spill end time} = 14:00 \\ & \text{Spill duration} = 3 \text{ hours} \\ & 3.3 \text{ gallons per minute} \times 3 \text{ hours} \times 60 \text{ minutes per hour} \\ & = 594 \text{ gallons} \end{aligned}$$



California Integrated Water Quality System Project (CIWQS)

Spill Public Report – Summary Page

The information on this summary page is the result of your search. These results correspond to the following search criteria:

- SEARCH CRITERIA: [\[REFINE SEARCH\]](#)
- WDID (4SSO10411)
 - County (Los Angeles)
 - Spill Type (Category 1; Category 2; Category 3)
 - Start Date (01/01/2020)
 - End Date (04/24/2025)

The information in this table does not include Category 4 spills, as defined in the Statewide Sanitary Sewer Systems General Order 2022-0103-DWQ (https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2022/wqo_2022-0103-dwq.pdf).

More information about the Spill Public Report is found at the bottom of this page.

[\[VIEW PRINTER FRIENDLY VERSION\]](#)

[\[EXPORT THIS REPORT TO EXCEL\]](#)

[\[EXPORT ALL SPILL DETAILS TO EXCEL\]](#)

Region	Responsible Agency	Sanitary Sewer System	WDID	Total Number of Spills	Total Volume of Spills (gal)	Total Volume Recovered (gal)	Total Volume Reached Surface Water (gal)	Percent Recovered (%)	Percent Reached Surface Water (%)	Miles of Pressure Sewer	Miles of Gravity Sewer	Miles of Laterals	Number of Pump Stations	
4	Montebello City	Montebello City CS	4SSO10411	14	3,257	601	1,752	18	53	0.3	89.4	60.7	0	Operational Performance
				14	3,257	601	1,752			0.3	89.4	60.7	0.0	

When assessing the performance of sanitary sewer systems regulated under the Statewide Sanitary Sewer Systems General Order, it is important to review spill reports in detail. There may be multiple individual spill event IDs that share the same location.

The search results on this summary page present summary data from individual spill reports submitted in the online CIWQS Sanitary Sewer System Database, meeting the search criteria selected. To determine if spill reports relate to a common failure point within the sanitary sewer system, the spill reports should be reviewed in detail by selecting a number under the "Total Number of Spills" column, corresponding to a specific sanitary sewer system.

The "Responsible Agency", or Enrollee, listed on a spill report is responsible for the spill described and should be contacted directly for questions related to that incident.

The current report was generated with data entered by Enrollees on the previous day.

[Back to Main Page](#) | [Back to Top of Page](#)

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SEWER MAINTENANCE DIVISION

PRODUCTIVITY REPORT

NON-CSMD

MONTEBELLO

Year

☒ 2020

☐ 2021

☐ 2022

☐ 2023

☐ 2024

☐ 2025

CITYNAME

☐ (Blank)

☐ AGOURA HILLS

☐ ARCADIA

☐ ARTESIA

☐ ASUZA

☐ BALDWIN PARK

☐ BELL GARDENS

☐ BELLFLOWER

☐ BRADBURY

☐ CALABASAS

☐ CARSON

☐ COMMERCE

1,025 TOTAL HYDRO FT	0 TOTAL RODDER CLEANING FT	0 FALSE ALARM	3 TOTAL SERVICE REQ RESPONDED
1,025 HYDRO PERIODIC ft	0 RODDER PERIODIC FT	0 CLEAR STOPPAGES	0 ROACH COMPLAINTS
0 HYDRO REQUESTED ft	0 RODDER REQUEST FT	0 OVERFLOW	0 MISC
0 HYDRO SERVICE REQUESTED ft	0 RODDER SERVICE REQUEST FT	0 FLOODOUTS	3 OTHER SERVICE REQ
0.00 MH INSPECTED	0 MH ADJUSTED	0 REFERRALS	0 MH DUSTED
0 SIPHON	6 MH Test For Gas	0 MH BAITED	0 LOST LATERAL
0 CCTV'd FT	0 ROOTS FT	0 SADDLE INSTALLED	0 MH RECONSTRCT



SEWER MAINTENANCE DIVISION
PRODUCTIVITY REPORT

NON-CSMD

MONTEBELLO

Year

☐ 2020

☒ 2021

☐ 2022

☐ 2023

☐ 2024

☐ 2025

CITYNAME

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☐ AGOURA HILLS

☐ ARCADIA

☐ ARTESIA

☐ BALDWIN PARK

☐ BELL GARDENS

☐ BELLFLOWER

☐ CALABASAS

☐ CARSON

☐ COMMERCE

☐ COMPTON

☐ CUDAHY

1,700 TOTAL HYDRO FT	1,000 TOTAL RODDER CLEANING FT	0 FALSE ALARM	2 TOTAL SERVICE REQ RESPONDED
1,350 HYDRO PERIODIC ft	0 RODDER PERIODIC FT	0 CLEAR STOPPAGES	0 ROACH COMPLAINTS
0 HYDRO REQUESTED ft	1,000 RODDER REQUEST FT	0 OVERFLOW	0 MISC
350 HYDRO SERVICE REQUESTED ft	0 RODDER SERVICE REQUEST FT	0 FLOODOUTS	2 OTHER SERVICE REQ
0.00 MH INSPECTED	0 MH ADJUSTED	0 REFERRALS	0 MH DUSTED
0 SIPHON	14 MH Test For Gas	0 MH BAITED	0 LOST LATERAL
0 CCTV'd FT	0 ROOTS FT	0 SADDLE INSTALLED	0 MH RECONSTRCT



SEWER MAINTENANCE DIVISION

PRODUCTIVITY REPORT

NON-CSMD

MONTEBELLO

Year

☐ 2020

☐ 2021

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CITYNAME

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☐ AGOURA HILLS

☐ ARTESIA

☐ ASUZA

☐ BALDWIN PARK

☐ BELL GARDENS

☐ BELLFLOWER

☐ BRADBURY

☐ CALABASAS

☐ CARSON

☐ COMMERCE

☐ COMPTON

3,843 TOTAL HYDRO FT	0 TOTAL RODDER CLEANING FT	0 FALSE ALARM	0 TOTAL SERVICE REQ RESPONDED
1,050 HYDRO PERIODIC ft	0 RODDER PERIODIC FT	0 CLEAR STOPPAGES	0 ROACH COMPLAINTS
2,793 HYDRO REQUESTED ft	0 RODDER REQUEST FT	0 OVERFLOW	0 MISC
0 HYDRO SERVICE REQUESTED ft	0 RODDER SERVICE REQUEST FT	0 FLOODOUTS	0 OTHER SERVICE REQ
0.00 MH INSPECTED	0 MH ADJUSTED	0 REFERRALS	0 MH DUSTED
0 SIPHON	18 MH Test For Gas	0 MH BAITED	0 LOST LATERAL
0 CCTV'd FT	0 ROOTS FT	0 SADDLE INSTALLED	0 MH RECONSTRCT



SEWER MAINTENANCE DIVISION

PRODUCTIVITY REPORT

NON-CSMD

MONTEBELLO

Year

☐ 2020

☐ 2021

☐ 2022

☒ 2023

☐ 2024

☐ 2025

CITYNAME

☐ (Blank)

☐ AGOURA HILLS

☐ ARCADIA

☐ ARTESIA

☐ BALDWIN PARK

☐ BELL GARDENS

☐ BELLFLOWER

☐ BRADBURY

☐ CALABASAS

☐ CARSON

☐ COMMERCE

☐ COMPTON

700 TOTAL HYDRO FT	0 TOTAL RODDER CLEANING FT	0 FALSE ALARM	1 TOTAL SERVICE REQ RESPONDED
700 HYDRO PERIODIC ft	0 RODDER PERIODIC FT	0 CLEAR STOPPAGES	0 ROACH COMPLAINTS
0 HYDRO REQUESTED ft	0 RODDER REQUEST FT	0 OVERFLOW	0 MISC
0 HYDRO SERVICE REQUESTED ft	0 RODDER SERVICE REQUEST FT	0 FLOODOUTS	1 OTHER SERVICE REQ
0.00 MH INSPECTED	1 MH ADJUSTED	0 REFERRALS	0 MH DUSTED
0 SIPHON	6 MH Test For Gas	0 MH BAITED	0 LOST LATERAL
354 CCTV'd FT	0 ROOTS FT	0 SADDLE INSTALLED	0 MH RECONSTRCT



SEWER MAINTENANCE DIVISION
PRODUCTIVITY REPORT

NON-CSMD

MONTEBELLO

Year

☐ 2020

☐ 2021

☐ 2022

☐ 2023

☒ 2024

☐ 2025

CITYNAME

☐ (Blank)

☐ AGOURA HILLS

☐ ARCADIA

☐ ARTESIA

☐ BALDWIN PARK

☐ BELL GARDENS

☐ BELLFLOWER

☐ BRADBURY

☐ CALABASAS

☐ CARSON

☐ COMMERCE

☐ COMPTON

1,050 TOTAL HYDRO FT	0 TOTAL RODDER CLEANING FT	0 FALSE ALARM	1 TOTAL SERVICE REQ RESPONDED
1,050 HYDRO PERIODIC ft	0 RODDER PERIODIC FT	0 CLEAR STOPPAGES	1 ROACH COMPLAINTS
0 HYDRO REQUESTED ft	0 RODDER REQUEST FT	0 OVERFLOW	0 MISC
0 HYDRO SERVICE REQUESTED ft	0 RODDER SERVICE REQUEST FT	0 FLOODOUTS	0 OTHER SERVICE REQ
0.00 MH INSPECTED	0 MH ADJUSTED	0 REFERRALS	0 MH DUSTED
0 SIPHON	6 MH Test For Gas	0 MH BAITED	0 LOST LATERAL
0 CCTV'd FT	0 ROOTS FT	0 SADDLE INSTALLED	0 MH RECONSTRCT

APPENDIX H

SEWER MAINTENANCE AGREEMENT

City Service Request Tracking System

Request Details

City Service Request Details

Request Number

272273

Date Submitted

7/15/2024

Status

Approved - In Progress

Requesting City

Montebello

Subject

Annual Maintenance of Sewer System Fiscal Year 2024-25

Location

Montebello Sewer System (city-wide)

Work Description

City Council approved staff report attached. Scope of services includes: Visual Inspection of 2,000 manholes CCTV Inspection of pipes (20% of system based on 5-yr cycle) Preventative pipe cleaning ((20% of system based on 5-yr cycle) As-needed pipe cleaning (\$100,000 budget) Sewer Remediation (Point Repair Budget \$105,000) Sewer Remediation (Pipe Lining Budget \$160,000)

Category > Agreement > Service Type

Sewer Maintenance Agreement > General Services > Sewer Maintenance Agreement

Purchase Order No**Estimated Project Amount**

\$600000

Desired Completion Date

6/30/2025

Additional Notification Recipients

James Coiner, Jeremy Melendez, Cesar Roldan, Juan hernandez

Requested By

Jeremy Melendez jemelendez@montebelloca.gov (323) 887-1251

Approved By

Cesar Roldan CRoldan@montebelloca.gov (323) 887-1462

Current Approver**Plans, Maps and/or Attachments**

#	File Name
1	att_272273_Agr No. 3960 - LA County General Svcs.pdf
2	att_272273_Agr No. 3960 - LA County General Svcs.pdf

County Summary**Cost Estimate**

600000

Estimated Completion Date

6/30/2025

Actual Completion Date**Program Cost Account****Program****MMS Work Order Number****Primary Operating Division**

Sewer Maintenance Division - Administration

Division	Name	Phone Number
Sewer Maintenance Division - Administration	Alex Villarama	(626) 300-3374
Sewer Maintenance Division - Administration	Andrew N Ngumba	(626) 300-3304
Sewer Maintenance Division - Administration	Jeffrey Bouse	(626) 300-3373
Sewer Maintenance Division - Administration	Robert Swartz II	(626) 300-3367

City Service Representative

Mahdad Derakhshani (626) 458-7136

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ITEM # 19

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3999 WITH MARK THOMAS FOR ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3999 between the City of Montebello and Mark Thomas 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:

Mark Thomas & Company, Inc. currently provides citywide on-call architectural and engineering design services to the City of Montebello on an as-needed basis. Staff is recommending the approval and execution of Amendment No. 1 to Agreement No. 3999 (Attachment A), which would extend the term of the agreement by one (1) additional year, through June 30, 2026. The contract's total not-to-exceed amount will remain unchanged at Two Million Dollars (\$2,000,000).

The agreement is administered by the Department of Public Works and is supported through a combination of funding sources, including Measure R, Measure M, Proposition A, Proposition C, and Gas Tax.

Mark Thomas is currently providing engineering support for several active Capital Improvement Projects (CIPs), including the Paving the Way Program – Montebello Boulevard from Los Angeles Avenue to Lincoln Avenue and the Montebello Downtown

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

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Sewer Infrastructure Project. These complex, multi-phase projects require continuity in professional services to ensure successful completion. Extending the agreement will enable Mark Thomas to provide ongoing technical support and project management assistance necessary to close out these and other key infrastructure initiatives.

BACKGROUND/DISCUSSION:

On July 1, 2022, the City of Montebello entered into Agreement No. 3999 with Mark Thomas & Company, Inc. to provide professional on-call engineering services. This agreement was the result of a formal competitive selection process conducted through Request for Proposals (RFP) No. 22-8, which sought qualified consultants to support the City's CIPs. The original agreement was structured as a three-year term, expiring on June 30, 2025, with the option to extend the contract for up to two additional one-year terms at the City's discretion.

Since the agreement's inception, Mark Thomas has consistently delivered high-quality engineering services to the City on an as-needed basis. Their scope of services includes, but is not limited to, civil and structural design, plan review, traffic engineering, cost estimating, and project management support. Notably, the firm has played a significant role in several key CIP projects, such as the Acuna Dog Park and various citywide infrastructure improvements. Given their ongoing involvement and familiarity with the City's processes, procedures, and project history, the continuity of Mark Thomas' services is critical to the timely and successful completion of these efforts.

In light of their performance and the continuing need for their services, staff recommend exercising the first one-year extension option as outlined in Section 1 of Agreement No. 3999 (Attachment B). Approval of Amendment No. 1 will formally extend the agreement's term through June 30, 2026, under the same terms and conditions. This extension will ensure that the City retains experienced and capable engineering support as it advances ongoing CIPs.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends extension of the term of Professional Services Agreement No. 3999 through June 30, 2026; and authorize the City Manager to execute Amendment No. 1 (Attachment A).

ATTACHMENT(S)

1. Attachment A - Amendment No 1 to Agreement No. 3999

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

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2. Attachment B - Agreement No. 3999 - Mark Thomas & Company

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3999
WITH MARK THOMAS & COMPANY, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 11th day of June 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Mark Thomas & Company, 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. 3999 for On-Call Architectural and Engineering Design Services by and between the City of Montebello and Mark Thomas & Company, Inc., dated July 1, 2022 ("Agreement"), pursuant to which City retained Contractor to provide On-Call Architectural and Engineering Design 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.

WHEREAS, The Agreement at Section 1. **TERM** provides, 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 TO AGREEMENT NO. 3999

SECTION 1. "Term." The Parties hereby acknowledge the exercise of Section 1. Term of Professional Services Agreement No. 3999, Amendment No. 1 which allows for the extension of the Agreement for an additional one (1) year. The original termination/expiration date of the Agreement, as set on June 30, 2025, is hereby extended, and the Agreement will now terminate on June 30, 2026. This extension is in accordance with the provisions outlines in the Agreement, demonstrating the City's commitment to the continued provisions of On-Call Architectural and Engineering Design Services by Mark Thomas & Company, Inc.

AMENDMENT NO. 1 TO AGREEMENT NO. 3999

Page 2 of 3

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

AMENDMENT NO. 1 TO AGREEMENT NO. 3999

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")

MARK THOMAS & COMPANY, INC.

Raul Alvarez, City Manager

Darin Johnson, P.E.,
Division Manager + Associate Principal

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

**MASTER RETAINER AGREEMENT NO. 3999
WITH MARK THOMAS & COMPANY, INC.**

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and Mark Thomas & Company, Inc., (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain the Consultant to perform professional consulting services for the City on an as-needed, per-project basis;

WHEREAS, the Consultant is willing to perform the services defined herein on an as-needed, per-project basis;

WHEREAS, the Consultant represents that the principal representative stated below is authorized to act as such on behalf of the Consultant; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on July 1, 2022, and shall expire on June 30, 2025. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

A. For the City:

James Enriquez, P.E.
Director of Public Works / City Engineer
1600 W. Beverly Blvd.,

MASTER RETAINER AGREEMENT NO. 3999

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Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Darin Johnson, P.E.
Division Manager + Associate Principal
Mark Thomas & Company, Inc.
2121 Alton Parkway, Suite 210
Irvine, CA 92606
(949) 447-9000

C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or mail.

D. If the name of the principal representative designated to receive the notices, demands, or communication, or the address of such person, is changed, written notice shall be given within seven (7) calendar days of said changes.

E. Any project awarded by Engagement Letter under this agreement will be managed by a designated Civil Engineer who shall serve as the City's Project Manager ("CPM"). The CPM's duties include, but are not limited to, overseeing the Consultant's performance of the Scope of Services pursuant to any Engagement Letter entered into between the City and the Consultant.

3. **RETENTION.** The City retains the Consultant to provide professional consultant services on an as-needed, per-project basis, in accordance with the terms of this Agreement. Consultant agrees to render such services on the terms and conditions stated herein.

4. **SCOPE OF SERVICES.** The scope of such services for which the Consultant may be retained under the Agreement shall be for professional services, generally described as architectural and engineering design services, and as described in detail in the Scope of Services (attached hereto as Exhibit "A").

The City shall request project proposals from the Consultants qualified for the specific category applicable to the project. The Consultant awarded the project shall execute a project-specific Engagement Letter (sample attached as Exhibit "B"). Engagement Letters shall define the scope of work for the specific project, the timeline for completion, and anticipated cost for the project. Such Engagement Letter shall identify the specific category of the work the Consultant undertakes pursuant to the Engagement Letter.

At the time of entering into an Engagement Letter, the Consultant shall furnish: a) a current City of Montebello Business License; and b) a current certificate of insurance.

The Consultant agrees that the services to be rendered pursuant to any project awarded by Engagement Letter and this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, and in a manner reasonably satisfactory to the City.

5. COMPENSATION.

Execution of this Master Retainer Agreement does not guarantee that the City will execute any number of Engagement Letters. The City agrees to pay Consultant for services provided under any Engagement Letter entered into between the City and Consultant, in accordance with the Fee Schedule attached hereto as Exhibit "C." The City agrees to compensate the Consultant for the services provided under this Agreement to the City's satisfaction, as solely determined by the City. The Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule (attached hereto and incorporated by reference as Exhibit "C"). Consultant agrees that the fees for services provided pursuant to any Engagement Letter, during the term of this Agreement, shall not exceed the rates and costs set forth in the Fee Schedule, attached hereto as Exhibit "C," unless the City has given specific advance approval in writing.

Consultant acknowledges that the total compensation for any project shall not exceed the maximum compensation stated in the Engagement Letter. Total compensation includes all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and all costs arising from or due to termination or expiration of this Agreement.

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents (\$2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

Consultant shall submit invoices in hard copy and electronically to the Project Manager within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement.

Original invoices on Consultant's letterhead with original signatures shall be submitted to the CPM. All invoices shall include, but not be limited to, the following:

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)

7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

City shall pay City-approved invoices within thirty (30) days of receipt. **Fee/hourly schedule changes and/or annual increases are prohibited.**

The proportion of Total Compensation paid to CONSULTANT as of the Invoice Date shall not exceed the City Engineer's estimated percentage of the project or tasks (as applicable) completed as of the Invoice Date.

Reimbursement requests shall be itemized on the respective invoice, with supporting documentation attached.

1. Invoice shall state date of expense and purpose.
2. All supporting receipts shall be attached.
3. Any request for travel-related expense reimbursement must be pre-approved by the CITY.

Faxed copies of the referenced documents in this Section 5 shall not be processed for payment.

CITY'S payment pursuant to this Agreement shall not constitute a waiver of any breach or defect in the performance of work, nor a waiver of disputes regarding compensation owed to CONSULTANT for work performed.

6. **BUSINESS LICENSE.** The Consultant shall obtain a City business license prior to commencing performance under this Agreement.

7. INDEPENDENT CONTRACTOR.

Consultant is an independent contractor. As such, Consultant shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly conferred pursuant to a specific project awarded by Engagement Letter under this Agreement. Further, Consultant is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Consultant expressly waives any claim to any such rights.

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services pursuant to an Engagement Letter awarded pursuant to 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, 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 Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

Consultant is solely responsible for compliance with PERS restrictions applicable to any of Consultant's employees, agents, or subcontractors.

9. 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. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

Consultant hereby acknowledges that pursuant to Government code Section 87300 *et seq.*, Consultant is designated in the City's Conflict of Interest Code and is required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under any Engagement Letter awarded pursuant to this Agreement, prior to the commencement of work.

10. INDEMNIFICATION.

Consultant hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law, including to the extent the provisions of this section are limited by Civil code Section 2782.8, arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.

The provisions of this Section 10 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of the Consultant's commitment to indemnify and protect the City as set forth herein.

The City shall have the right to offset against the amount of any compensation due the Consultant under this Agreement any amount due the City from the Consultant as a result of the Consultant's failure to pay the City promptly any indemnification arising under this Section 10 and related to the Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character

including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

The City does not waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE. 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 the Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence.
- B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- C. Worker's Compensation insurance as required by the laws of the State of California.
- D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars (\$1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. 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; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the

general liability and automobile liability policies, naming the City as an Additional Insured.

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.

At least fourteen (14) days prior to the expiration of any insurance required by this Agreement, the Consultant shall provide proof of insurance policy renewals or replacements with insurance policies providing at least the same coverage. The Consultant shall provide such proof to the City at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of 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 the Consultant's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, 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 full performance of the Consultant's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Consultant.

13. CONFIDENTIALITY.

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. Upon request, all the City

data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

- A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. The Consultant may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the City. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.
- B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.
- C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

16. FORCE MAJEURE. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

17. ASSIGNMENT. The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.

18. COMPLIANCE WITH LAWS. The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

19. PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. Darin Johnson shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.

20. MUTUAL COOPERATION. The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.

21. RECORDS AND INSPECTIONS. The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours. The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

22. PERMITS AND APPROVALS. The Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

23. SURVIVING COVENANTS. The Parties agree that the covenants contained in Sections 8, 10, 13, and 20 of this Agreement shall survive the expiration or termination of this Agreement.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

25. HEADINGS. The headings appearing at the commencement of each Section of this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or paragraph at the head of which it appears, the Section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

- A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.
- B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.
- C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

29. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. ENTIRE AGREEMENT. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by the City and the Consultant

31. MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

[SIGNATURE PAGE TO FOLLOW]

MASTER RETAINER AGREEMENT NO. 3999

Page 14 of 14

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"

CITY OF MONTEBELLO



René Bobadilla, P.E.
City Manager

"CONSULTANT"

MARK THOMAS & COMPANY, INC.



Darin Johnson, P.E.
Division Manager + Associate Principal

Dated: 7/28/22

Dated: 7/20/2022

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Sample Engagement Letter
- Exhibit C – Fee Schedule

Exhibit A

Scope of Work

PROPOSAL



SUBMISSION DATE

JUNE 2, 2022

PROJECT

ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

RFP NO. 22-8

PREPARED FOR

City of Montebello



MARK THOMAS



June 2, 2022

James Enriquez, P.E., Director/City Engineer
City of Montebello Public Works Department
1600 W. Beverly Boulevard
Montebello, CA 90640

Dear Mr. Enriquez:

The City of Montebello (City) is seeking consultants to provide On-Call Architectural and Engineering Design Services for a variety of Capital Improvement Projects (CIP) citywide. The Mark Thomas team is ideally suited to deliver the upcoming tasks under the on-call, Mark Thomas is a recognized industry leader in the planning, design, and management of transportation mobility projects. We have delivered hundreds of general civil engineering projects ranging from the planning phase and conceptual design phase through the final design and construction phases.

We have in-house personnel and a team of specialty subconsultants with the necessary expertise in a wide array of disciplines to support your anticipated infrastructure improvements. In addition, we have grant funding experts who are knowledgeable about federal and non-federal funding sources as well as the administration of these grant funds.

Mark Thomas has extensive experience providing a wide range of civil and structural engineering, landscape architecture, and surveying services for infrastructure projects throughout California. Our firm focuses on client satisfaction by providing proactive service and the delivery of task orders on schedule and within budget. We offer the City key benefits including:

Project Manager with the Right Experience. Our team will be led by Pat Somerville, PE, as project manager. Pat is a former public sector employee who has over 36 years of experience managing and delivering CIP projects for public works agencies throughout southern California. His vast experience encompasses projects similar to your CIP, including street improvements, sewer, storm drain, streetscape, active transportation, transit and even buildings and facilities. Pat brings in-depth knowledge of local agency policy and procedures, guidelines and standards, and will work with the City to produce efficient and cost-effective solutions on each task order assigned to Mark Thomas under this on-call.

Strong and Dedicated Project Team. Pat will be supported by a full team of technical staff and subject matter experts who were selected because of their abilities to manage the variety of anticipated projects. We provide key personnel that have worked in the public sector, so they know and understand what's required to be successful. In addition to our in-house staff we have a strong group of subconsultants supporting our team, including:

Firm	Role
LIN Consulting, Inc. (DBE)	Traffic Engineering
W.G. Zimmerman Engineering, Inc. (SBE)	Traffic Studies, Grant Funding Administration
CL Surveying and Mapping, Inc. (DBE)	Surveying and Mapping
GPA Consulting (DBE)	Environmental, Regulatory Permitting
Earth Mechanics, Inc. (DBE)	Geotechnical
Arellano & Associates (DBE)	Public Outreach
AKM Consulting Engineers (SBE)	Pump and Lift Stations
Tatsumi & Partners (DBE)	Landscape Architecture
BOA Architects (DBE)	Facility Improvements
Monument ROW (DBE)	Right of Way



(949) 477-9000
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

MARKTHOMAS.COM

Eight of these firms are DBE certified, allowing us to easily meet your existing and future DBE goals. These well-qualified firms have been selected based on the strong working relationships we hold, and their extensive experience working within the Los Angeles region.

Depth of Resources. We have structured our team specifically to provide you the depth of resources needed to successfully deliver your CIP. We have provided an overlap in many disciplines, not only to ensure DBE compliance, but to provide additional resources that will enable us to deliver multiple, concurrent task orders. This approach has been proven on other on-call contracts and will help ensure that the City can meet its commitments in delivering the CIP.

Successful On-Call Task Order Management. Mark Thomas staff is highly familiar with the management of on-call contracts and the execution of various, and often concurrent, task orders. We have recently or are currently managing on-call contracts for over a dozen agencies throughout Southern California. Our approach to providing successful on-call services is characterized by carefully listening to our clients' needs and goals, proactive communication, and being highly responsive. Under Pat's leadership, the City can be assured that each task order will be executed on time, within budget, and with exceptional quality.

With our successful history delivering on-call projects, and the experience of our team and subconsultants, we are uniquely qualified to develop and deliver the City's projects over the life of this contract. The project will be managed from our office located at 2121 Alton Parkway, Suite 210, Irvine, CA 92606. Pat Somerville will oversee the services and be the City's primary contact. He can be reached at (714) 815-5222 or psomerville@markthomas.com.

As an associate principal of Mark Thomas, I am authorized to negotiate and contractually bind the firm. We have included our contract comments for the City's consideration. We do not have any existing or potential conflict of interest that could arise from this engagement. We acknowledge receipt of Addenda No. 1. By submitting our proposal, we commit to providing the City with a highly experienced team, dedicated to the successful management and delivery of this on-call. We are excited to partner with the City and look forward to the successful delivery of the task orders.

Sincerely,

MARK THOMAS & COMPANY, INC.



Darin Johnson, PE
Division Manager + Associate Principal



(949) 477-9000
2121 ALTON PARKWAY, SUITE 210
IRVINE, CA 92606

MARKTHOMAS.COM

FIRM QUALIFICATIONS & EXPERIENCE

ABOUT MARK THOMAS

Our team is ideally suited to deliver the upcoming tasks under the On-Call for Architectural and Engineering Design Services for the City of Montebello (City). Mark Thomas is a recognized industry leader in the planning, design, and management of infrastructure projects. We have delivered hundreds of general civil engineering projects ranging from the planning phase through the final design and construction support. We have in-house experts in a variety of disciplines to support engineering projects, including local street improvements, preliminary planning and cost estimating for future capital improvement projects, feasibility studies, right of way engineering, pre-construction outreach services, program management, design of bicycle and pedestrian-friendly multi-modal facilities, traffic planning and engineering, signing and striping, ADA improvements, drainage improvements, pavement rehabilitation, surveying, and landscape architecture. In addition, we have in-house grant funding experts who are knowledgeable about federal and non-federal funding sources and can both evaluate and prepare grant applications to help fund projects, should the need arise.

Mark Thomas has been a reliable partner to Southern California agencies and currently works closely with numerous cities and counties within the Los Angeles and Orange County region providing on-call services; including the cities of Anaheim, La Mirada, Irvine, Fullerton, Santa Ana, and Irvine; the counties of Orange, Riverside and San Bernardino; and program management services to the City of Corona, City of Inglewood, and Los Angeles World Airports.

KEY BENEFITS OF THE MARK THOMAS TEAM

In-House Planning and Design Expertise

Mark Thomas has the unique in-house combination of transportation planning and design services. Our transportation planning and design disciplines are supported by numerous other disciplines in-house, so while subconsultant partners are a value-add to our team structure, we have the unique capability of performing most tasks without the need to outsource. This experience allows us to develop mobility solutions that are feasible, implementable, and have realistic budgets.

On-Call Experience

Our team of accomplished staff have delivered numerous task orders with a wide range of scopes of work with varied schedules. Whether working on behalf of municipal clients or public agencies, Pat is experienced at advancing multiple efforts concurrently.

Tailored Approach

We tailor our approach to the needs of each task order, attending to the particular challenges, constraints, budget and schedule. We understand how to accommodate the unique needs of each site, and our approach allows us to develop context sensitive designs that address community needs and avoid a "one size fits all" approach.

Public Agency Experience

Pat and our support team are well-practiced at serving local agencies throughout California. **We have multiple former public employees on staff and they bring thorough understanding of public policies and procedures. We have bid thousands of projects throughout the State and are fully aware of these governing procedures, requirements and laws. Not only in support of our design documents, but also in a construction management role. We are also intimately familiar with reviewing and addressing contractor claims during construction.** We are accustomed to working in various capacities for public agencies and operate as a true extension of their staff.

CA

corporation

95

years in business

300+

team members

11

offices statewide

>6K

projects delivered

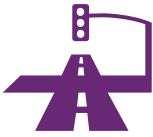
AREAS OF EXPERTISE

Mark Thomas' areas of expertise are well-matched to meet the City's needs. We possess strong in-house resources and we have the technical capabilities to provide specialized services to efficiently deliver various types of projects that may arise from this on-call contract. Below are examples of our areas of expertise.



Roadway Improvements

Mark Thomas is recognized as an industry leader in the planning, design, and delivery of roadway and highway improvement projects. Our experience spans from localized widening projects, gap closures, realignments and intersection improvements, to grade separations and arterial reconstructions, as well as Caltrans highway widening and interchanges. We have the expertise to deliver both small localized projects as well as complex highway improvements. We are knowledgeable of local agency design standards, the Standard Plans and Specifications for Public Works Construction (Greenbook), the Caltrans Highway Design Manual (HDM), and the AASHTO. We offer a solid group of experienced professionals in all phases of project delivery, including planning documents, preliminary engineering, and final plans, specifications, and estimates (PS&E).



Traffic Engineering and Transportation Planning

Our team includes recognized experts who have delivered traffic engineering and transportation planning projects for clients throughout Southern California. Our services include working with staff and stakeholders to address residential traffic management concerns, interacting directly with homeowners and their representative associations, commissioners, elected officials and business owners. Our team has extensive experience with transportation planning studies related to system improvements and land development projects. We have worked with many cities to refine their traffic system signal operations and implement traffic calming designs into local roadway reconfigurations and widenings.



Complete Streets/Active Transportation/Trails

Mark Thomas has extensive experience planning and designing complete streets, active transportation corridors and paths and trails for bicycles and pedestrians to connect to key destinations including schools, housing, employment, commercial centers, and other recreational facilities. We have developed the knowledge and expertise essential to designing improvements that facilitate access, connectivity, and safety for all modes of travel. Our Complete Streets projects ultimately facilitate the growth of local businesses and developments while accommodating design elements that appeal to both vehicles and pedestrians. Our designs incorporate NACTO and other Complete Streets guidelines, as well as nationwide best practices and innovations.



ADA Compliance and Design

Mark Thomas excels at integrating ADA compliant practices into all types of roadway, parks, parking lots, and other facilities. We have assisted many local municipalities and even Caltrans in analyzing and achieving ADA compliance. This includes all aspects of design including curb ramps, slopes, and path of travel. Providing detailed elevations and slopes for all grade breaks and critical points is key to eliminating any misinterpretations of the standard plan by the contractor during construction and allowing enough room to accommodate traditional construction tolerances. If selected, we would be preparing curb ramp construction details as necessary, building from the City's Standards. Our experience will be invaluable in assessing and prioritizing ADA requirements in any task order, familiarity with ADA standards is critical for any project.



Drainage/Stormwater

We are experienced in the analysis and design of stormwater and drainage facilities. Our task leads have successfully completed numerous projects involving the preparation of hydraulic and hydrology analysis and reports for creeks and pipelines, bridge scour analysis, erosion control plans, and Water Quality Management Plan (WQMP) implementation plans, including most recently drainage/ Low Impact Development (LID) improvements for the Limonite Gap closure in Eastvale. We are capable of designing a wide variety of drainage facilities that include storm drain inlets, storm drain lines, drainage ditches, flood channel grading and modifications, flood control structures, and complex sand filter systems.



Bridge/Structure Design

Mark Thomas has extensive experience delivering transportation, flood control, and bridge structure projects. This includes the design of new bridges, bridge replacements and rehabilitations, retaining walls, soundwalls, flood walls, water/wastewater structures, and other structures. Our retaining wall design experience encompasses standard cantilever retaining walls through more complex systems like MSE walls and tieback walls. We are knowledgeable of the Caltrans Bridge Design Manual and Standards, as well as AASHTO Load and Resistance Factor Design Standards.



Survey/Right of Way

Mark Thomas provides a full range of surveying services; including right of way retracement surveys, legal descriptions, plats and deeds, and we provide support with lot line adjustments or boundary line adjustments. We also have extensive experience providing surveying services to suit all phases of projects from project planning topographic base information for construction documents, up to and including layout and support for construction activities.



Landscape Architecture

Mark Thomas offers landscape architecture and urban design services with an integrated and comprehensive planning and design suite of services. Focusing on site-responsive design with the goal of providing specific community improvements, yields a successful project. We have the flexibility to deliver a range of projects such as a detailed complete street planning, streetscape and green street designs, median and gateway enhancements, landscape master plans, and trail designs. The focus on public infrastructure projects allows our team to understand the regulatory environment and local preferences for landscape and aesthetic design, and to implement these improvements while meeting limited capital budget.



Transit Facilities

Mark Thomas brings the City experience in developing the interface between transit systems, including bus, bus rapid transit (BRT), light rail (LRT) and streetcar, and your city streets. This experience includes the user experience of boarding or crossing the facility, development of stops and stations and corridor-wide transit improvements that enhance the community. We have also provided operation and headquarter facility planning and design to support the systems. Our capabilities also include the review of third-party designs and documentation for implementation of transit systems.



Grant Funding Assistance

Our staff have provided application assistance for multiple state and federally-funded projects. Our staff has worked with local agencies to submit grant applications for multiple programs and are experienced preparing Requests for Authorization (RFA) to Caltrans Local Assistance for various phases of work; including Preliminary Engineering (PE), Right of Way (R/W), Utility relocation (RW/UTIL), and Construction (CON). In the last 4 years, Mark Thomas has secured more than \$340M in grant funding for clients throughout California.



Multimodal Improvements on Bayside Drive, Newport Beach

STATE & FEDERAL FUNDING SUPPORT

Mark Thomas has extensive experience managing and designing state and federally funded projects for local agencies. We fully understand the administrative challenges that come along with this funding. We have an unmatched understanding of the Caltrans Local Assistance process gained through delivering more than 100 projects that involved Caltrans Local Assistance coordination. We are intimately familiar with the Caltrans Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG) requirements and processes. The LAPM and LAPG are guidelines and instructions for the state and federal programs. These guidelines require compliance with federal and/or state laws, regulations, policies and procedures related to design, right of way acquisition and utility relocation, construction and maintenance.

We also have extensive experience with State-only funding requirements as well. We have recently prepared Senate Bill 1 (SB-1) forms and reports for the City of Corona McKinley Street Grade Separation Project that is funded with Trade Corridor Enhancement Program (TCEP) and Proposition 1B Highway- Railway Crossing Safety Account (HRCSA) funds. Our recent experience also includes projects funded through the Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP).

POSITIONING THE CITY FOR FUNDING

We have an in-depth understanding of funding programs and state and federal policies and proven success securing competitive grant funds. We also have extensive planning design experience for complex transportation projects. We have delivered numerous projects requiring grant writing, grant administration, and related services including technical writing and development of narratives, cost benefit analysis, air quality benefit calculations, economic impact analysis, exhibits to support grant applications, cost estimates, requests for authorization, funding, reimbursements, and grant reporting.

We have assisted agencies with the preparation of Active Transportation Program (ATP); Highway Safety Improvement Program (HSIP); Senate Bill (SB 1) programs including Trade Corridor Enhancement Program (TCEP), Local Partnership Program (LPP), and Solutions for Congested Corridors Plan (SCCP); Bicycle Corridor Improvement Program (BCIP); Highway Bridge Program (HBP); California Natural Resources Agency (CNRA) programs; Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grants, and federal discretionary program applications.

Our team is well practiced at analyzing funding opportunities and project financing needs, developing grant narratives and benefit cost analyses, developing exhibits and maps, and coordinating with stakeholders to obtain letters of support. In 2020, we prepared 10 competitive SB-1 applications, 11 ATP applications, and nine HSIP applications. **In the past four years, we have secured more than \$340 million in transportation funding.**

Where Mark Thomas separates itself from other firms is we provide both the in-house technical writing and engineering capabilities. Many firms that only offer grant funding support services have to rely on agencies or other consultants to prepare the technical content. Our combination of grant funding expertise and project delivery experience will reduce the amount of work required by the City when seeking funding.



For the County of Orange OC Loop, Segments O, P, Q, Mark Thomas prepared the conceptual plans, helped secure ATP Grant Funding and are now providing the final design services on this \$45M project.

SUBCONSULTANTS

In order to provide comprehensive services, we have selected trusted subconsultants to help us deliver task orders for the City. We selected our team based on our ongoing working relationship and previous track record of success with them on similar types of projects. We have provided a suite of DBE certified subconsultants to ensure your DBE goals are met on both State and Federally funded projects. This also provides a depth of resources that allows our team to deliver concurrent task orders for the City. All of our subconsultants have excellent reputations and are extremely competent, qualified in their areas of expertise and have a proven history of delivering for their clients.

AKM Consulting Engineers SBE

Pump & Lift Stations

AKM Consulting Engineers is a multi-disciplined professional organization that specializes in providing water resources engineering and related services to public agencies. Scope of services offered includes all facets of planning, design, construction management and inspection of wastewater, drainage, recycled and water facilities.

Arellano Associates DBE

Public Outreach

Arellano Associates has a history of managing and directing public outreach programs for many highway, planning, and transportation projects. They provided public outreach and stakeholder engagement for numerous engineering contracts and they understand the coordination efforts required to ensure a well-executed and tailored engagement effort.

BOA Architecture DBE

Building Improvements

BOA has performed over 2,000 architectural design services for over 80 local public entities with many comparable to those anticipated in the on-call contract. They have experience with Civic Center Facilities, Fire Stations, Police Departments, Community Centers, Libraries, ADA compliance, Parks & Recreation, and workplace safety/security enhancements.

CL Survey DBE

Surveying & Mapping

CL Survey provides professional land surveying services throughout Southern California. They have extensive experience with on-call work and are currently working with The Long Beach Annual Major and Residential On-Call. They also have many years' experience working with Caltrans on various on-call contracts with in District 7, and have performed aerial survey and topographic survey work throughout Los Angeles County.

Earth Mechanics, Inc. DBE

Geotechnical Engineering

Earth Mechanics is a geotechnical and earthquake engineering consulting company specializing in transportation projects. They have provided site investigation, geotechnical analysis, foundation design

and construction support for various public works projects including bridges, roadways, and bikeways in Southern California. Projects include multiple City of Los Angeles Bridge/Civil On-Call Contracts, the Rosecrans/Marquardt Grade Separation in Santa Fe Springs; and the WB SR-91 from Shoemaker Avenue to Alondra Boulevard Improvements in Los Angeles County.

GPA Consulting DBE

Environmental

GPA is a multi-disciplinary consulting firm specializing in environmental planning, biological resource studies, and historic preservation planning. GPA is particularly skilled in transportation and infrastructure projects, including roadway/highway, bridges, emergency repairs, and bicycle and pedestrian facilities. Many of these projects are processed through the California Department of Transportation (Caltrans) Local Assistance Program, thereby giving staff an in-depth knowledge of Caltrans' Local Assistance Procedures Manual and Standard Environmental Reference.

LIN Consulting DBE

Traffic Engineering

LIN Consulting has been teaming with Mark Thomas since 2012 and specializes in traffic, civil, and electrical engineering, for over 25 years they have been serving local communities across Southern California. They have been involved with several design on-call contracts within Los Angeles County and have performed various task orders under those contracts. LCI is familiar with the On-call process and have provided high-quality work consistently even with tight schedules.

Monument ROW DBE

Right of Way

Monument is a full-service real estate and right-of-way company providing exceptional service, strategic planning, innovation and timely delivery. They serve local, state and federal agencies, transportation authorities and engineering partners with public infrastructure projects throughout California. They have extensive experience working throughout Southern California and have teamed with Mark Thomas on numerous occasions. Their most recent experience includes leading acquisition efforts for the SR-47/Front Street Interchange for the Port of Los Angeles with Mark Thomas.

Tatsumi & Partners, Inc. DBE
Landscape Architecture

Tatsumi & Partners has been servicing the Southern California public works-related market for over 37 years, while earning a reputation for being one of the premiere public works landscape architectural firms in Southern California. Their expertise includes aesthetics, design, irrigation design, irrigation system analysis, public outreach, liability risk management, water management. Tatsumi & Partners recently worked with the City of Montebello on the Grant Rea Park Project.

W.G Zimmerman Engineering, Inc. SBE
Traffic Studies | Grant Funding Administration

WGZE is a certified Small Business Enterprise specializing in full-service civil, traffic, and transportation engineering, with extensive experience serving on-call contracts for various agencies throughout Southern California. They also provide staff augmentation for local cities, including vital roles such as City Traffic Engineer and/or City Engineer. WGZE is a leader in grant funding administration, preparing and coordinating the necessary documentation to facilitate approvals and obligation of funding.

REFERENCES

We are proud of our track record of successfully completing projects and meeting the needs of our clients. Below is a list of our client references for projects similar to the City's. We are confident that you will find that the highlighted projects demonstrate our ability to deliver the services you are seeking.

Bryan Jones
Former City Manager, City of Eastvale
(510) 789-5823
bryan.jonesTE@gmail.com

Limonite Avenue Gap Closure, Eastvale

Mark Thomas provided the preliminary engineering, environmental clearance and PS&E development for this four-lane arterial highway providing a one-mile gap closure in the arterial network in Eastvale. The project includes a bridge over the Cucamonga Channel, Class IV bike lanes along with a Class I path that has a separate crossing of the channel within an SCE owned corridor.

Initial value engineering saved the City nearly \$5M in overall costs. Extensive coordination was required with the adjacent industrial parcels, both existing and ones in entitlement, to ensure that the project conforms without impacting access. Regulatory permitting was also required. Mark Thomas also secured over \$9M in LPP funds for the project

Jamie Lai
City of Yorba Linda
(714) 961-7172
jlai@yorbalindaca.gov

Savi Ranch Parkway Widening, Yorba Linda

Pat Somerville, with a prior firm, was the Project Manager for the preliminary engineering phase of this project, providing 30% plans and estimate. The project widens Savi Ranch Parkway providing a through lane which leads to a third left turn lane.

The intersection at the Mirage Street was reconfigured by eliminating free right and yield right movements, improving operations and pedestrian safety. A retaining wall is required adjacent to the Pet Smart and Staple shopping center as well as the reconstruction of the driveway. Staging concepts were developed to minimize impact to the shopping center. Mark Thomas prepared the OCTA 2022 CTFP funding application for the project on behalf of the City and were successful in securing final design funding for the project.

Carlo Cambare
City of Irvine
(949) 724-7306
ccambare@cityofirvine.org

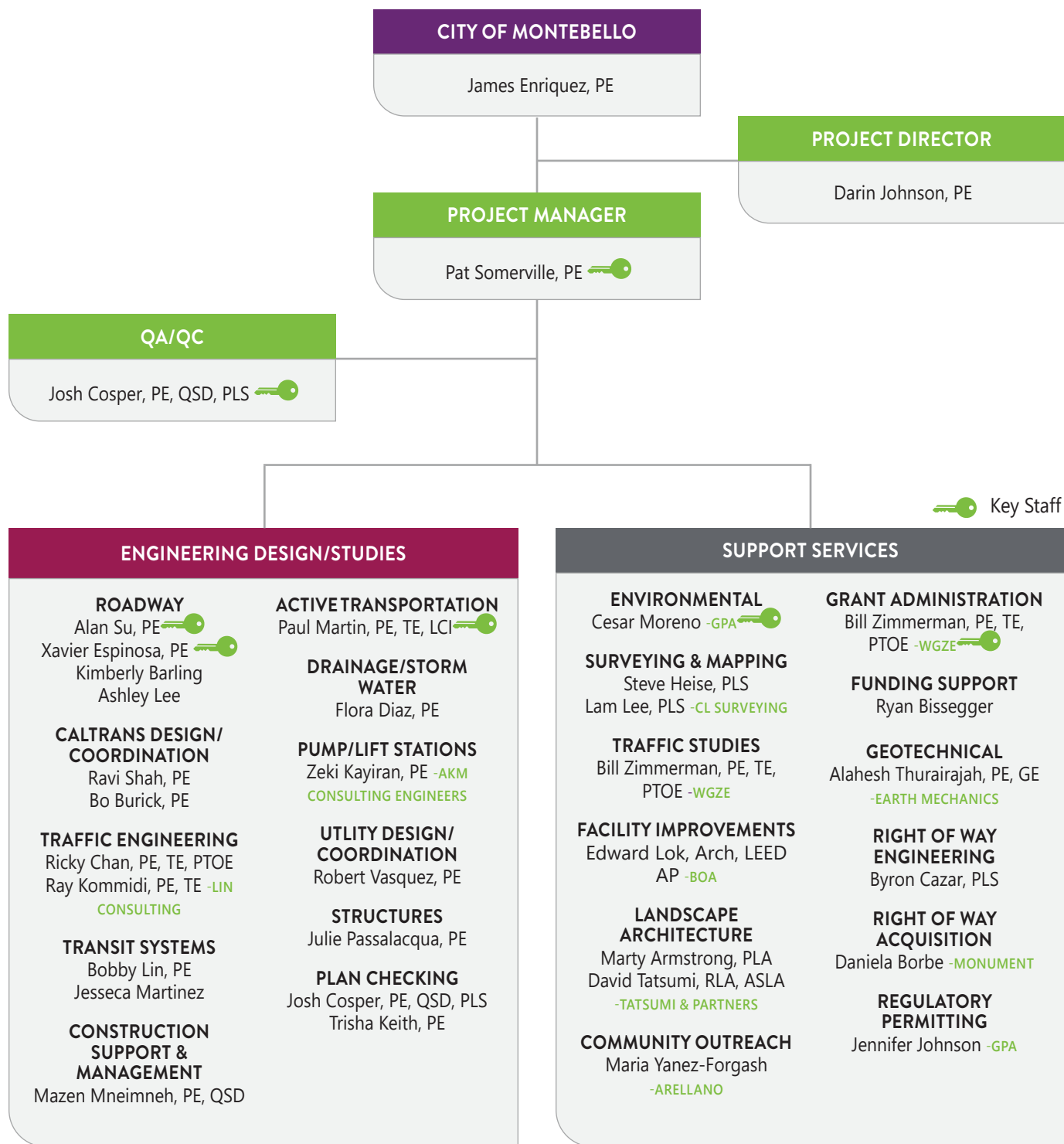
Walnut Avenue/The Mall Traffic Signal Improvements, Irvine

Mark Thomas is providing design for the installation of a new traffic signal at Walnut Avenue/The Mall intersection in the City of Irvine. This heavily traveled roadway provides the community with connections to two residential neighborhoods, local neighborhood parks, and an elementary school. Project specific improvements include new traffic signals, potholing, ADA curb ramps, as well as signing and striping for this intersection.

ORGANIZATIONAL CHART

Mark Thomas understands the importance of assembling a team who will be available throughout the duration of this contract. The organization chart depicts the lines of communication and responsibilities for our team. Our team consists of experienced personnel with past successful participation providing on-call services and project delivery. The organizational chart also reflects our ability to address any project need along with the depth of resources to handle concurrent task orders. Mark Thomas is aware of the City's potential need for additional miscellaneous engineering services, and we are fully staffed to accommodate those needs as they arise.

As the project manager, Pat Somerville will be the City's primary contact. Abbreviated resumes along with a listing of our staff qualifications are included in the following pages and full resumes for key staff are included at the end of this section.



PROJECT TEAM EXPERIENCE

MEET OUR PROJECT MANAGER



Pat Somerville, PE | PROJECT MANAGER | AVAILABILITY 65%

BS in Civil Engineering, California State University, Long Beach | CA PE C56141

- » Former public agency employee with over 36 years of experience in transportation and public works improvement projects
- » Strong project, contract, and program management history on a wide variety of assignments and projects

Pat brings more than 36 years of experience in civil engineering and management with a focus on municipal and capital improvement projects. **He started his career in the public sector, working nearly 12 years for the City of Fullerton.** This provides Pat with understanding of the inner workings of a City. Additionally, he has held numerous on-call contracts and program management assignments. A summary of this experience includes:

City of Fullerton: As an Associate Engineer for the City, Pat was responsible for the delivery of the Capital Improvement Program (CIP), including the yearly arterial, residential and alley pavement programs, curb & gutter and sidewalk replacement, street and intersection widenings, sewer and storm drain improvements as well as city facility upgrades including parks, the City Hall remodel and Library remodel projects.

Long Beach On-Call Services: Across five separate contracts that Pat managed, over 30 task orders were delivered that included a variety of services including residential and arterial street reconstruction projects, over 9 miles of streetscape improvements including new raised medians, hydrology and hydraulic reports that supported major storm drain upgrades and stormwater facilities.

Santa Ana On-Call Services: Through consecutive on-call contracts, Pat delivered over 20 task orders that included residential and arterial pavement rehabilitation, structural analysis of existing city parking structures, upgrades of various city facilities. Pat also provided program management services, working part time out of City Hall, managing their CIP projects.

Tustin Consultant CIP Manager Services: Working as an extension of city staff in City Hall, provided management services oversee and facilitate the CIP projects, including the annual major maintenance projects, coordinated issues in all phases of the project and prepared documents for the E-76 funding packages to submit to Caltrans to receive the necessary authorizations.

Through this experience, he has developed proven consensus building skills with staff, the community and project stakeholders. He is adept at public presentations at City Council, Commission or community outreach meetings. He actively engages third parties, including transportation agencies, regulatory agencies, and utility companies, coordinating early and often through the project life cycle. He brings extensive experience with a proven ability of on-time project delivery.

Additional recent projects include:

- » Systemic Safety Analysis Report, Montebello
- » Long Beach Boulevard Complete Street Improvements, South Gate
- » Firestone Boulevard Widening, Norwalk
- » Valley Boulevard Multimodal Improvements, Los Angeles
- » Complete Streets Program, Los Angeles
- » Yorba Linda Boulevard Widening, Yorba Linda
- » Doran Street Grade Separation, Los Angeles
- » Westside Storm Drain Improvements, Long Beach
- » Brea Canyon Road Widening, Orange County
- » OC Loop Segment D Bike Path, Orange County
- » OC Streetcar, OCTA
- » Standard Avenue Bike Lanes, Santa Ana

MEET OUR KEY STAFF

Supporting Pat are the following key staff. Pat hand selected this team of experts based on their skills and qualifications and how they will benefit the on-call contract. Most of our key team members have been working within the region for years and they have a thorough understanding of the standards, guidelines, and processes of the agencies.



Josh Cospers, PE, QSD, PLS | QA/QC, PLAN CHECKING | AVAILABILITY 60%

BS in Civil Engineering, University of California, Irvine | CA PE C71667, CA PLS 8774, CA QSD 00709

- » Over 18 years of experience on transportation and public works projects, including program management, for agencies throughout Southern California.
- » Project delivery specialist with strong background in street improvements, utility coordination and right of way.

Josh has more than 18 years of experience as a successful project manager, civil design lead, and right of way/utility lead on numerous complete streets, transportation and bridge projects. Josh brings a uniquely diverse set of skills to his projects as the QA/QC and plan checking lead. Having experienced all phases of a project - from feasibility study through to construction support - and through having more than just a background in design, Josh is able to view projects holistically, with a focus on value engineering and constructibility to ensure high quality construction documents that minimize potential for change orders. Recent projects include:

- » Limonite Avenue Gap Closure, Eastvale
- » Brea Canyon Road Widening, Orange County
- » McKinley Grade Separation Program Management, Corona
- » SR-47/Front Street/Harbor Boulevard Interchange Improvements, Los Angeles
- » Right of Way Engineering Program Manager, Landside Access Modernization Program Los Angeles World Airport



Alan Su, PE | ROADWAY | AVAILABILITY 60%

BS in Civil Engineering, University of California, Irvine | CA PE C66042

- » Over 20 years of experience delivering local roadway improvements, pedestrian and bicycle access improvements.
- » Knowledgeable about all phases of project delivery for local infrastructure projects, including project reports, environmental documents, and final PS&E

Alan Su has more than 20 years of diverse engineering experience in the transportation field. He has multi-use trails and local road improvement experience throughout Southern California, and as well as significant planning and engineering experience with Caltrans on the state highway system. He is known for his client service approach to successful project delivery with both public and private clients. His experience includes preliminary engineering to final design.

- » On-Call Professional Engineering Services, Yorba Linda
- » Bake Parkway/Jeronimo Road, Irvine
- » Jeffrey Road/Irvine Boulevard Improvements, Irvine
- » Irvine Center Drive/Bake Parkway, Irvine
- » Technology Drive Extension, Irvine
- » SR-47/Front Street/Harbor Boulevard Interchange Improvements, Los Angeles
- » SR-241/SR-91 Improvements Project Report, TCA



Xavier Espinosa, PE | ROADWAY | AVAILABILITY 65%

BS in Civil Engineering, California State University, Los Angeles | CA PE C88927

- » Over 9 years of experience delivering capital improvement projects in Los Angeles County, including numerous complete streets and grade separation projects.
- » Strong technical skills in developing cost-effective solutions, managing third-party coordination, and on-time delivery of projects.

Xavier brings more than 9 years of experience in small and large transportation projects in Southern California. He has experience in the design and coordination of local and arterial facilities, highways, at-grade rail crossings, and roadway improvements. He has led project teams in the delivery of projects to the client's satisfaction, as well as supported the design in other disciplines such as rail, utilities, and storm drain design. His project experience includes roadway realignments, highway widening, grade separations, street rehabilitation, parkway improvements, and redesign of at-grade rail crossings. Recent projects include:

- » Firestone Boulevard Widening, Norwalk
- » Long Beach Boulevard Green Street Improvements, South Gate
- » 6th Street Viaduct Replacement, Los Angeles
- » Doran Street Interim Improvements, Los Angeles
- » Rosecrans/Marquardt Grade Separation, Santa Fe Springs
- » Turnbull Canyon Road Grade Separation, Los Angeles
- » Complete Streets Program, Los Angeles



Paul Martin, PE, TE, LCI | ACTIVE TRANSPORTATION | AVAILABILITY 60%

BS in Civil Engineering, University of California, Irvine | CA PE C65868, CA TE TR2315, CA LCI 4936

- » Former public agency employee with over 23 years of experience improving public travel safety
- » Brings extensive active transportation, community engagement, traffic engineering, and strategic funding experience

Paul has more than 23 years of experience as a transportation manager and traffic engineer. He has a strong engineering and planning background that is focused on improving public travel and safety. As a former public employee for OCTA and the City of Placentia, he has thorough understanding of public policies and procedures. Paul's expertise includes active transportation, community engagement, traffic engineering, and strategic funding programs. As the first countywide Active Transportation Coordinator for Orange County Transportation Authority (OCTA), Paul secured over \$6 million in ten distinct grants to address infrastructure and non-infrastructure needs. He is also familiar with the requirements of the Caltrans Sustainable Communities grant program and has managed multiple projects funded through the program. Recent projects include:

- » Systemic Safety Analysis Report, Montebello
- » On-Call Transportation and Traffic Engineering, Newport Beach
- » Southern California Association of Governments On-Call
- » Mendez Historic Freedom Trail, Westminster
- » Standard Avenue Protected Bike Lanes, Santa Ana
- » County-Wide Active Transportation Plan, Orange County
- » OC Loop Promotion Strategy, Orange County



Cesar Moreno | ENVIRONMENTAL | AVAILABILITY 55%

BA in Environmental Analysis and Design, University of California, Irvine | CA PE C56141

- » Brings more than 14 years of experience managing, preparing, reviewing, and overseeing the approval of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents
- » Has experience working with public agencies including Los Angeles and Ventura Counties, and Caltrans.

Cesar is a Senior Environmental Planner and Project Manager with more than 14 years of experience involving the management, preparation, review, and approval of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. As a dedicated public servant, he assumed diverse roles in the fields of environmental, transportation, open space, natural resource, and city planning while working on major projects in some of the most environmentally sensitive areas of Los Angeles and Ventura counties. Mr. Moreno brings a versatile and innovative approach to project delivery, tailored to the needs of his clients and counterparts in the engineering, design, planning, environmental and legal professions. His approach is informed by multiple appointments to project teams at critical junctures during project development and construction. Recent projects include:

- » Glendale Boulevard-Hyperion Avenue Complex of Bridges Improvement, Los Angeles
- » 6th Street Viaduct Replacement, Los Angeles
- » Northwest State Route 138 Corridor Improvements, Los Angeles, County
- » Alameda Street Mobility, Los Angeles



Bill Zimmerman, PE, TE, PTOE | GRANT ADMINISTRATION | AVAILABILITY 55%

BS in Civil Engineering, University of Colorado, Boulder | CA PE C48667, TE C2254

- » Over 30 years of experience in transportation and municipal engineering projects.
- » His Federal funding management experiences includes: HBRR, STPL, HES, IMD, SRTS, Seismic, Discretionary, and ARRA, HSIP, and BTA.
- » He has served as Interim City Engineer, Public Works Director, City Traffic Engineer, and provided City Staff Support.

Bill's professional design experience includes traffic management/project control, traffic operation systems, communication systems, incident and verification systems, traffic studies, traffic management plans, planning studies, highway design, arterial design, local street design, and municipal engineering. He has also provided project management, project engineering, and design for several state and local highway/roadway projects that include traffic operation and communications systems, interchanges, and major intersections. He also has extensive experience in the production and preparation of PS&E projects. Recent projects include:

- » On-Call Traffic Engineering, Signal Hill
- » Interim City Engineer, Norwalk
- » On-Call Civil and Traffic Engineering, Seal Beach
- » Traffic Engineering Services, Mission Viejo

ADDITIONAL SUPPORT STAFF

In addition to the key staff listed above, the table below shows the additional staff that will be available. We have expanded our team to provide a deeper bench of resources during this unusual period of staff and resource shortages. Mark Thomas has confirmed that the availability of the team members selected for this on-call contract, listed on the organizational chart and below, have availability ranging from at least 50% up to 90% for the duration of this contract, and are bolstered by over 60 staff in our Southern California offices and 300 company-wide staff, in addition to the services provided by our subconsultants, which allows us to staff task orders as they arise.

TEAM MEMBER & ROLE	EDUCATION, LICENSE, & YEARS OF EXPERIENCE	RECENT SIMILAR EXPERIENCE
Darin Johnson, PE <i>Project Director</i>	BS in Civil Engineering North Dakota State University CA PE C46405 38 years of experience	» Limonite Avenue Gap Closure, Eastvale » McKinley Street Grade Separation, Corona » On-Call Professional Consultant Services, Yorba Linda » Long Beach Boulevard Green Street Improvements, South Gate
Kimberly Barling <i>Roadway</i>	BS in Civil Engineering University of California, Irvine CA PE C92279 7 years of experience	» On-Call Professional Engineering Services, Yorba Linda » Firestone Boulevard Widening, Norwalk » Long Beach Boulevard Green Street Improvements, South Gate » Turnbull Canyon Road Grade Separation, Industry » Limonite Avenue Gap Closure, Eastvale
Ashley Lee <i>Roadway</i>	BS in Civil Engineering University of California, Irvine CA PE C88128 9 years of experience	» Firestone Boulevard Widening, Norwalk » Standard Avenue Bike Lanes, Santa Ana » Brea Canyon Road Widening, Orange County » Long Beach Boulevard Green Street Improvements, South Gate
Ravi Shah, PE <i>Caltrans Design/Coordination</i>	BS in Civil Engineering California Polytechnic State University, Pomona CA PE C79183 15 years of experience	» Bayside Drive Improvements, Newport Beach » On-Call CIP Support Services, Orange County » Brea Canyon Road Widening, Orange County » SR-47/Front Street/Harbor Boulevard Interchange Improvements, Los Angeles
Bo Burick, PE <i>Caltrans Design/Coordination</i>	MS in Civil Engineering University of California, Irvine CA PE C60456 23 years of experience	» I-605 Hot Spots Study, Metro, Caltrans » I-215/Harley Knox Interchange, Perris » I-15 Congestion Relief, Temecula » On-Call Engineering Support Services, Orange County » Capital Improvement Project Program Management, Orange County
Ricky Chan, PE, TE, PTOE <i>Traffic Engineering</i>	BS in Civil Engineering University of California, Irvine CA PE C71389 CA TE TR2673 PTOE 3685	» Raymond Avenue/Pico Street Traffic Signal Modification, Pasadena » Walker Street/Delong Street Traffic Signal and Interconnect, Cypress » Highland Avenue/Mango Avenue Traffic Signal, Fontana » MacArthur Boulevard/University Drive Rehabilitation, Newport Beach » SR-60/Archibald Avenue Interchange, Ontario
Ray Kommidi, PE, TE -LIN CONSULTING <i>Traffic Engineering</i>	MS in Civil Engineering Clemson University CA PE C76481 CA TE 2591 18 years of experience	» Westside Purple Line Extension Section 2 and 3, Los Angeles » Exposition Light Rail Transit, Los Angeles » Montebello Avenue Grade Separation Traffic Study, Montebello » Traffic Signal Design, Glendale » Puente Avenue Grade Separation, Los Angeles
Bobby Lin, PE <i>Transit Systems</i>	BS in Civil Engineering University of California, Irvine CA PE C85563 10 years of experience	» Systemic Safety Analysis Report, Montebello » On-Call Civil Engineering Consulting Services, Walnut Creek » OC Loop Segment D, Orange County » Marin Transit On-Call Engineering Services, Marin County » Contra Costa County On-Call, Contra Costa County

TEAM MEMBER & ROLE	EDUCATION, LICENSE, & YEARS OF EXPERIENCE	RECENT SIMILAR EXPERIENCE
Jesseca Martinez <i>Transit Systems</i>	BS in Civil Engineering University of California, Irvine 6 years of experience	» Doran Street Grade Separation, Glendale » OC Streetcar, Santa Ana » Anaheim Canyon Station, Anaheim » Brighton to Roxford Double-Track, Metro
Flora Diaz, PE, QSD <i>Drainage/Stormwater</i>	BS in Civil Engineering University of California, Los Angeles CA PE C90445 QSD 90445 8 years of experience	» Chakemco Street Improvements, South Gate » Long Beach Boulevard Green Street Improvements, South Gate » Firestone Boulevard Widening, Norwalk » Long Beach Boulevard Green Street Improvements, South Gate » OC Loop Segment O, P, Q, Orange County
Mazen Mneimneh, PE, QSD <i>Construction Support & Management</i>	MS in Engineering Management Santa Clara University BS in Civil Engineering Beirut Arab University CA PE C65560 QSD 06556	» Firestone Boulevard Bridge Replacement, Norwalk » "The Boulevard" Firestone Boulevard Regional Corridor Enhancement, South Gate » Central Avenue Project, Montclair » Gerald Desmond Bridge, Long Beach
Zeki Kayiran, PE -AKM <i>CONSULTING ENGINEERS</i> <i>Pump/Lift Stations</i>	MS in Civil Engineering California State University, Long Beach CA PE C29330 48 years of experience	» Lift Stations 2, 3, and 7, Alhambra » Pump Station 2, 3, and 6, Camarillo » Pump Station 35 and 8th Street, Seal Beach » Lift Station C and Edgewater Sewage Lift Station, Huntington Beach » Pump Station 1 and 7, El Segundo
Robert Vasquez, PE <i>Utility Design/Coordination</i>	BS in Civil Engineering California State Polytechnic University, Pomona CA PE C74012 16 years of experience	» Limonite Avenue Gap Closure, Eastvale » Non-potable Water Line Improvements, Jurupa Valley » On-Call Transit Connector, Inglewood » McKinley Street Grade Separation, Corona » Wildomar Cemetery ADA/Palomar Widening, Wildomar
Julie Passalacqua, PE <i>Structures</i>	MS in Civil Engineering University of California, Davis CA PE C68407 19 years of experience	» McKinley Grade Separation, Corona » Nuevo Road Bridge Reconstruction, Riverside County » Brea Canyon Road Widening, Orange County » OC Loop Segment O, P, Q, Orange County
Trisha Keith, PE <i>Plan Checking</i>	BS in Civil Engineering University of California, Irvine CA PE C62490 24 years of experience	» Long Beach Boulevard Green Street Improvements, South Gate » On-Call CIP Projects, Orange County » On-Call Roadway and Bikeway Engineering, Orange County » Walnut Avenue/The Mall Traffic Signal Improvements, Irvine
Steven Heise, PLS <i>Surveying</i>	BS in Geomatics British Columbia Institute of Technology CA PLS 8777 25 years of experience	» Long Beach Boulevard Green Street Improvements, South Gate » On-Call Transit Connector, Inglewood » On-Call Surveying PG&E, Sacramento » Bake Parkway/Jeronimo Road, Irvine » On-Call Southern California Edison, Southern California
Lam Le, PLS -CL <i>SURVEYING</i> <i>Surveying</i>	BS in Aerospace Engineering California Polytechnic State University, Pomona PLS 8231 25 years of experience	» Caltrans District 8 On-Call Surveying Services, San Bernardino and Riverside Counties » Caltrans District 7 On-Call Surveying Services, Los Angeles County

TEAM MEMBER & ROLE	EDUCATION, LICENSE, & YEARS OF EXPERIENCE	RECENT SIMILAR EXPERIENCE
Edward Lok, Arch, LEED AP -BOA <i>Building Improvements</i>	B of Arch. University of Hawaii CA Arch C16840 38 years of experience	» On-Call, Pasadena » On-Call, San Bernardino » On-Call, Cypress
Marty Armstrong, PLA <i>Landscape Architecture</i>	BS in Landscape Architecture California Polytechnic State University, San Luis Obispo CA RLA 4607 28 Years of experience	» Chakemco Street Improvements, South Gate » Firestone Boulevard Widening, Norwalk » Long Beach Boulevard Green Street Improvements, South Gate » Brea Canyon Road Widening, Orange County » Limonite Avenue Gap Closure, Eastvale
Michael Aceves, RIA, ASLA -TATSUMI & PARTNERS <i>Landscape Architecture</i>	BS in Landscape Architecture California Polytechnic State University, Pomona CA RLA 2033 43 years of experience	» Montebello Riverbed Restoration Project, Montebello » Grant Rea Park, Montebello » San Gabriel River Bike and Pedestrian Trail Bridge, Long Beach » Atlantic Boulevard Bridge Replacement, Vernon
Maria Yanez- Forgash -ARELLANO ASSOCIATES <i>Community Outreach</i>	MA Public Administration California State University, Fullerton 22 years of experience	» LA Metro Eastside Transit Corridor Phase 2, San Gabriel Valley » Rail to River Active Transportation Corridor, Los Angeles » LA Metro Micro Pilot Program, Los Angeles County
Alahesh Thurairajah, PE, GE -EARTH MECHANICS <i>Geotechnical</i>	MS in Civil Engineering University of California, Los Angeles CA PE 81439 CA GE 3123 13 years of experience	» Rosecrans/Marquadt Grade Separation, Santa Fe Springs » Kelvin Pedestrian Bridge, Irvine » Crown Valley Parkway Widening, Laguna Niguel
Byron Cazar, PLS <i>Right of Way Engineering</i>	BS in Civil Engineering Pontific Catholic University CA PLS 9337 21 years of experience	» McKinley Street Grade Separation, Corona » On-Call Transit Corridor, Inglewood » Bake Parkway/Jeronimo Road, Irvine » Standard Bike Lanes, Santa Ana
Daniela Borbe -MONUMENT ROW <i>Right of Way Acquisition</i>	BA in Administration Babes Bolyai, Romania 20 years of experience	» Whittier Boulevard and Beach Intersection, La Habra » Nason Street Widening, Moreno Valley » North Street Viaduct, Tustin
Jennifer Johnson -GPA <i>Regulatory Permitting</i>	BS in Marine Biology California State University, Long Beach 14 years of experience	» 6th Street Viaduct Replacement, Los Angeles » Firestone Boulevard Bridge Widening Over San Gabriel River, Norwalk » City of Hope Storm Drain Infrastructure, Irwindale
Ryan Bissegger <i>Funding Support</i>	BA in International Business Westminster College 18 years of experience	» Third Street Grade Separation TCEP Application, Riverside » Limonite Gap Closure SB-1 LPP Grant Application, Eastvale » OC Loop Segments O, P, Q, ATP Grant Applications, Orange County » Santa Ana Grade Separation RAISE Grant Application, Santa Ana

PROJECT EXPERIENCE

Mark Thomas has significant experience providing on-call services for local agencies. We understand the importance of being flexible and responsive when meeting project needs. We consider ourselves experts in providing task order driven services with limited budgets and reduced schedules. Over the years we have found that the cornerstone of a successful project is for us to operate as an extension of City staff. Our longevity and local experience serve as clear evidence that we know how to manage and deliver projects. A sampling of our on-call contracts is shown below.

City of Anaheim

On-Call Engineering Services

City of Brentwood

On-Call General Civil and Survey

City of Concord

On-Call Survey Services (Various Projects)

City of Cupertino

On-Call General Civil

City of Davis

On-Call General Civil Engineering

City of Dublin

On-Call Engineering Services

City of Fullerton

On-Call Engineering Services

City of Gilroy

Streets, Trails and Sidewalks

City of Irvine

Consultant Team Program

City of La Mirada

On-Call Engineering Services

City of Lincoln

On-Call Engineering Services

City of Menlo Park

On-Call Professional Services

City of Moreno Valley

On-Call Professional Services

City of Placerville

On-Call Engineering Services

City of Pleasanton

On-Call Transportation Services

City of Pomona

On-Call Engineering Services

City of Rancho Cordova

On-Call Consulting Services

City of Redwood City

On-Call Civil, Survey Services and Structural

City of Roseville

On-Call Engineering

City of Sacramento

On-Call Civil Engineering, On-Call Surveying Services (Separate Contracts)

City of San Jose

On-Call Trail Design Services, On-Call Surveying Services (Separate Contracts)

City of San Jose Water Company

On-Call Structural Services, On-Call Survey Services (Separate Contracts)

City of Santa Ana

On-Call Professional Services

City of South San Francisco

On-Call Civil Engineering Services, On-Call Survey Services (Separate Contracts)

City of Vallejo

On-Call Consulting Services

City of Walnut Creek

On-Call Consulting Services

City of Yorba Linda

On-Call Consulting Services

Contra Costa County Public Works

On-Call Civil and Structural Engineering (Separate Contracts)

Calaveras County

On-Call Construction Management

Fresno County

On-Call Engineering

LAX

On-Call Right of Way Services

Monterey County

On-Call Survey Services

Napa County Transportation & Planning Agency

On-Call Engineer/Architect & Project Delivery Services

Orange County

On-Call Road and Bridge Services

Placer County

On-Call Engineering Services

Riverside County

On-Call Engineering Services

San Bernardino County

On-Call Engineering Services

San Mateo County Transit District

On-Call Engineering Services
On-Call Construction Management

Santa Clara Valley Water District

On-Call Structural Engineering

Sonoma County

On-Call Engineering Services

Santa Clara County, Road and Bridges Dept.

Civil Design and Structural Engineering
On-Call Construction Management

Trinity County Department of Transportation

On-Call Engineering Services

Tuolumne County Department of Public Works

On-Call Engineering Services

Union City

On-Call Engineering Services

SYSTEMIC SAFETY ANALYSIS REPORT

MONTEBELLO

Mark Thomas prepared a Systemic Safety Analysis Report for the City of Montebello. The report involves analyzing crash history throughout the jurisdiction and identifying key intersections and roadway segments for further analysis. The analysis will include identification of safety countermeasures and preliminary benefit cost ratios. The project also involves preparing 30% designs and cost estimates for the recommended projects.

CLIENT

City of Montebello

PERIOD OF PERFORMANCE

2021-2022

KEY STAFF

Pat Somerville

Paul Martin

MCKINLEY GRADE SEPARATION PROGRAM MANAGEMENT

CORONA

Mark Thomas is providing comprehensive program management services for the City of Corona to construct a grade separation facility over the Burlington Northern Santa Fe (BNSF) tracks south of SR 91. The project includes improvements along McKinley Street from Magnolia Avenue to the SR 91 eastbound off ramps, including installation of a steel tied arch bridge structure crossing the railroad.

Mark Thomas was responsible in securing over \$18 million since 2020 through the Trade Corridor Enhancement Program (CTC), Highway Railroad Crossing Safety Account (CTC), and Section 190 Grade Separation Program (CPUC) closing the deficit from the original funding procured by the City. Additionally, Mark Thomas was responsible for developing programmatic project cost estimates and projections through construction that included risk analysis/mitigation, escalation/inflation analysis, and sources of funding (8 total) for the \$112 million project.

Mark Thomas was also responsible for plan checking the design consultants improvement plans and calculations, coordination for approvals with Riverside County, City of Riverside, Riverside County Flood Control, and Caltrans. Additionally, Mark Thomas was responsible for the oversight of the \$25 million acquisition program with approximately 15 impacted properties. Mark Thomas also lead utility relocation efforts, including the development of utility agreements, for the ten utility owners within the Project limits.

CLIENT

City of Corona

PERIOD OF PERFORMANCE

2019-present

KEY STAFF

Josh Cosper



COUNTY OF ORANGE ON-CALL

ORANGE COUNTY

Mark Thomas has been providing on-call support for the County of Orange as a qualified vendor, for multiple on-call contracts. Within the last 2 years we have delivered over 13 task orders with services including roadway geometrics, signing and striping, drainage design, bridge type selection, and PS&E documents as well as the development of reports and grant applications. A sampling of task order projects that Mark Thomas has completed throughout the course of the on-call include:

Modjeska Grade Road Improvements

Modjeska Grade Road is an approximately 1.3-mile, two-lane rural highway connecting southern Orange County with the Tucker Natural Preserve and Birds Watching Sanctuary via Santiago Canyon Road. The proposed project addresses critical pavement and drainage deficiencies along Modjeska Grade Road while balancing community aesthetics and maintaining the rural community character. Our design team is working closely with the County to develop 35% plans that improve drainage and reduce erosion while minimizing the frequent maintenance currently required by the County.

John Wayne Airport

Mark Thomas is providing design and construction support to John Wayne Airport (JWA) for the development of design and construction documents for multiple landslide projects as part of JWA's asset management program. Mark Thomas delivered four critical maintenance projects within 5 months, which included the visual inspection, assessment and evaluation of multiple bridge structures (including confined space entry); roadway elements including pavement rehabilitation, striping and ADA enhancements; and obtaining Caltrans Encroachment Approval through District 12 for the overlay of an existing sign to the remote parking facility along Main Street.

Silverado Canyon Road Bridge Replacement

Mark Thomas is providing PS&E for the replacement of the Silverado Canyon Road Bridge over Ladd Creek. The project improvements include widening the existing undivided two lane roadway to a four-lane divided roadway, replacing the three existing bridges over the Brea Canyon Channel, rehabilitating the existing channel, constructing permanent retaining walls up to 65 feet high, and replacing the traffic signal at Canyon Country Road.

Grant Application Assistance

Mark Thomas provided grant application assistance for the OC Loop Segment O Cycle 4 ATP applications in May 2018. In addition to the grant application, the team prepared 20% plans and cost estimates for Segment O and Segments O, P, Q for the grant application and to assist the County with railroad coordination. Mark Thomas is also currently providing grant application assistance for the OC Loop Segment O and Segments O, P, Q for the Cycle 5 ATP applications, assisting the County with seeking support letters for local agencies and updating the Segment O and Segment O, P, Q plans and cost estimates.

"Mark Thomas has provided a variety of engineering services for Orange County Public Works. The firm has consistently met or exceeded expectations on all tasks. Client satisfaction and their responsiveness are major strengths."

- Regina Hu, former Orange County Public Works

CLIENT

Orange County

PERIOD OF PERFORMANCE

2018-present

KEY STAFF

Paul Martin

Josh Cosper



JWA ADA Improvements



Silverado Canyon

CITY OF IRVINE ON-CALL

IRVINE

Walnut Avenue/The Mall Traffic Signal Improvements

Mark Thomas is providing final design of a new traffic signal and bicycle and pedestrian improvements at the Walnut Avenue/The Mall intersection in the City of Irvine. This heavily traveled roadway provides the community with connections to two residential neighborhoods, local neighborhood parks, and an elementary school. Proposed improvements include a new traffic signal as well as striping enhancements, median modifications, bike lane extensions, and ADA ramp updates to enhance safety and improve the bicycle and pedestrian route to a nearby school.

Bake Parkway/Jeronimo Road Intersection Widening

The City of Irvine (City) selected Mark Thomas to prepare a project report and environmental document (PR/ED) for the proposed intersection improvements at Bake Parkway and Jeronimo Road. This intersection is bordered between cities of Irvine and Lake Forest. The proposed improvements include addition on adding one additional left turn for northbound Bake Parkway, one additional left turn for westbound Jeronimo Road, and on-street bike lanes for all 4 directions of the intersection. This intersection improvements were originally identified in the North Irvine Transportation Mitigation (NITM) and Lake Forest Transportation Mitigation (LFTM) programs.

As part of the PR/ED, Mark Thomas is working with both cities of Irvine and Lake Forest to develop a preferred project alternative to provide the required improvements that satisfy the current traffic needs, compatible with the NITM program updates, as well as minimize the potential impacts for the surrounding areas. The project geometrics will also evaluate both standard and nonstandard roadway widths, ADA compliance, identify right of way impacts, on-street Class II bike lanes for all 4 directions of the intersection, utilities impacts, drainage impacts, and prepare a project specific preliminary water quality management plan (WQMP). An Initial Study/Mitigated Negative Declaration (IS/MND), with the appropriate technical studies will also be prepared for this intersection improvement.

Jeffrey Road/Irvine Center Drive Widening

Mark Thomas is preparing the PS&E for the widening of the Jeffrey Road/Irvine Center Drive (ICD) intersection. The improvements will add capacity in the northbound, southbound and westbound through movements while adding storage capacity for selected left and right turn movements. Class II bicycle facilities will be provided in each direction with the lanes extending to the intersection. Pedestrian safety is enhanced through the removal of a free right turn movement and converting that to a standard right turn pocket.

Extensive utility coordination is required with the relocation of a SCE 220kV electrical transmission tower as well as underground electrical vaults. Numerous communication manholes are impacted and both domestic and reclaimed water facilities will require relocation. Hydrology, hydraulics and a Water Quality Management Plan (WQMP) are being provided along with modifications to the existing storm drain system due to the widening. A community outreach meeting will be held and an extensive business outreach effort is being provided due to the construction impacts of the adjacent shopping center.

CLIENT

City of Irvine

PERIOD OF PERFORMANCE

2010-present

KEY STAFF

Pat Somerville



Walnut Avenue/The Mall

ON-CALL ENGINEERING SERVICES

SANTA ANA

Mark Thomas is currently providing the City of Santa Ana with on-call engineering services. Task order projects that Mark Thomas has completed throughout the course of the on-call include:

Standard Avenue Bike Lanes

The City of Santa Ana continues to advance active transportation projects to better serve the community and enhance traffic safety. The Standard Avenue Bikeway Project was developed collaboratively with the community and formalized in the Central Santa Ana Complete Streets (CSACS) Plan. It addresses multimodal mobility needs with high-quality public space improvement.

Mark Thomas is leading the preparation of engineering design plans (PS&E) to right-size and reconfigure two miles of Standard Avenue from Warner Avenue to First Street. The project includes buffered bicycle lanes, separated bikeways, and shared use bicycle routes as well as green conflict striping, crosswalks, and landscaping. The project will include the first protected intersection design within the City at Standard Avenue/McFadden Avenue and continue to anchor Santa Ana as a community that delivers mobility solutions for the residents.

Our team is leading the community engagement, stakeholder coordination, and final design of this important backbone corridor for travel north-south within the City. The future facility provides enhanced connectivity to four parks, four elementary schools, local commercial stores, residential properties, and employment centers. Public engagement has included pop-up tabling events, digital and print media promotion, and one public workshop in July 2021.

Warner Avenue Improvement and Widening Phase I

Mark Thomas is providing design services to the City of Santa Ana for the widening of Warner Avenue, from Main Street to Oak Street. The project will widen the roadway from a four-lane undivided arterial to a six-lane divided arterial to conform to the City and County Arterials Master Plan. The project includes improvements to the Main Street intersection as well as five residential streets. The project also includes landscape improvements and permanent water quality improvement features within the parkway areas. A major component of the project is the installation of drainage infrastructure. The existing storm drainage system carries a major watershed system within a 66-inch RCP. The replacement system will be upsized to a 18-foot by 9-foot reinforced concrete box that will tie into the existing system downstream. Per the City's direction, we refined the design to include a curb separated Class IV protected bike lane, a first within Orange County. The Class IV will serve to connect to the regional Pacific Electric Bicycle Trail Class I. This has required the evaluation of driveway consolidations in order to provide a more comfortable facility for bicyclists. Due to funding constraints, the project is being delivered on an expedited schedule.

CLIENT

City of Santa Ana

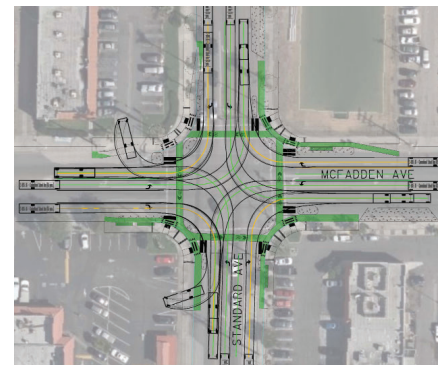
PERIOD OF PERFORMANCE

2018-present

KEY STAFF

Paul Martin

Patrick Somerville



Standard Avenue



Warner Avenue

SACRAMENTO REGIONAL TRANSIT DISTRICT ON-CALL

SACRAMENTO COUNTY

Mark Thomas is providing on-call engineering services for SacRT. Task orders under this contract include the following:

Electric Vehicle Charging Station

Mark Thomas was responsible for the preparation of civil and structural design plans and details for two phases of an electric bus charging station near the SacRT Administrative building. Mark Thomas is conducting a topographic survey and base map to identify pad locations for equipment mounting of the site. Mark Thomas also coordinated with M. Neils Engineering on the development of the electrical plans for the charging station.

I-80/Watt Avenue Transit Center Station Design

Mark Thomas is currently working with Sacramento Regional Transit District (Sac RT) under the General Engineering Support Services (GESS) contract to support development of the Watt Avenue/I-80 Station Master Plan. For this effort, we are working with Sac RT and Walk Sacramento to provide engineering and architecture design support to prepare graphics showing site opportunities and constraints and potential improvement alternatives to support public outreach efforts and develop the Master Plan report. The existing Watt Avenue/I-80 Transit Center was constructed 30 years ago and includes two light rail stations and bus transfer points in the median area of I-80 between Watt Avenue and Roseville Road. The facility also incorporates substantial park and ride facilities with direct vehicle connections to I-80, and stairways and elevator connections for pedestrians on the Watt Avenue overcrossing. In July 2017, SacRT Police conducted a Crime Prevention Through Environmental Design (CPTED) review of the Watt I-80 Station and developed a number of recommendations for mitigating several safety and security issues at the station.

Dos Rios Station Design Ph I

Mark Thomas is providing general engineering and design, and landscape architecture services for preparation of design development drawings and construction documents for the new SacRT Dos Rios light rail station north of downtown Sacramento. Key features of the project include realigning the light rail tracks and extending the double-track light rail systems including communication, OCS and signaling through the new station platforms. Their design includes modifications to existing roadways, parking lots, storm drain facilities, and existing City utilities. Mark Thomas is also providing support for right of way acquisition, utility coordination, and surveying. Mark Thomas' landscape architecture and urban design (LAUD) team is leading urban design and aesthetic site enhancements of the project to meet the needs of the key features identified by SacRT, while keeping maintenance considerations and budgets in mind. This project is funded by federal and local grants. Phase 1 includes preparation of design development plans based on a previously developed architectural concept for the station. Phase 2 includes completion of the final design and preparation of construction bid documents.

CLIENT

Sacramento Regional Transit District

PERIOD OF PERFORMANCE

2019-present



I-80/Watt Avenue Transit Center



Dos Rios Station



GRANT REA PARK - TATSUMI & PARTNERS, INC.

MONTEBELLO

Tatsumi and Partners was retained to provide the designs for a new irrigation system for the entire park, new sports lighting for the seven ball fields, and relocation of equestrian facilities. The only special problem encountered was the need to consolidate water and electrical power sources. Due to the age of the park, over the years as additional facilities were added, numerous sources of water and power were also added. For this project, the city desired to consolidate these numerous sources into one source for irrigation water and one source for electrical power. This was accomplished with the proper engineering and coordination with the utility companies. This was all performed in partnership with City staff. All PS&E documents were produced electronically to the City's standards.

CLIENT
City of Montebello

PERIOD OF PERFORMANCE
2019-present

KEY STAFF
David Tatsumi

RESUMES



PAT SOMERVILLE, PE

PROJECT MANAGER



EDUCATION

BS in Civil Engineering

REGISTRATION

CA C56141

Pat has over 36 years of experience in civil engineering and management with a focus on municipal transportation and other complex capital improvement projects. He brings proven consensus building skills. He is adept at public presentations at City Council, Commission or community outreach meetings. He actively engages third parties, including regulatory agencies, utility companies, Class I and commuter rail and CPUC, coordinating early and often through the project life cycle. He brings extensive arterial highway widening experience with a proven on time project delivery.

REPRESENTATIVE PROJECTS

SYSTEMIC SAFETY ANALYSIS REPORT, MONTEBELLO

Lead civil engineering team for the preparation of a Systemic Safety Analysis Report for the City of Montebello. The report involves analyzing crash history throughout the jurisdiction and identifying key intersections and roadway segments for further analysis. The analysis will include identification of safety countermeasures and preliminary benefit cost ratios. The project also involves preparing 30% designs and cost estimates for the recommended projects.

ON-CALL ENGINEERING SERVICES, FULLERTON

Project manager providing on-call services for the city. Efforts have included the conceptual and final design services for the annual sewer replacement program for three consecutive years, providing surveying and geotechnical services, performing third-party peer and constructibility review on a grade separation project, and a feasibility study for retaining walls at Lion's Field in order to determine the most cost-effective solution for retaining up to 35-feet of slope excavation.

FIRESTONE BOULEVARD WIDENING, NORWALK

Project Manager for the widening of Firestone Boulevard from Studebaker Road to Imperial Highway. The widening will provide a third northbound lane, Class II bike lanes, and sidewalk on the southbound side of the street. The bridge over the UPRR tracks will be widened. Additionally, the project included modifications to four traffic signals, new retaining walls and landscape/complete street improvements throughout. Utility relocation coordination for more than ten utility owners was required.

AS-NEEDED CIVIL ENGINEERING SERVICES, LONG BEACH

Project Manager. Over a nine-year period and across five different contracts, Pat delivered over 30 separate projects

totaling over \$40 million in construction. Work included residential street reconstruction, rehabilitation of arterial highways, extensive cross-sectional analysis for pavement strategy, installation or full replacement of curb and gutter, and over nine miles of new landscaped median\ islands. Additionally, task orders included new and upgraded storm drain systems, pump station modifications and stormwater treatment implementation. Responsible for presenting the project in detail at public informational and project area committee board meetings.

ON-CALL ENGINEERING SERVICES, SANTA ANA

Project manager for engineering services in support of the City's capital improvement program. Delivered over 20 task orders that included analysis and design for city owned parking structures, stadiums, parking lots and parks; arterial and residential street rehabilitation projects, building improvements at Thornton Park, fountain upgrades at the Civil Center plaza and a freeway on-ramp widening. Also worked part-time at City Hall for a 12 month period managing other consultant led CIP projects.

COMPLETE STREETS PROGRAM, LOS ANGELES

Project manager for the design of the first six street corridors in this program, totaling 22 miles. This inaugural \$84M program implemented LADOT Vision Zero elements. Pat participated in weekly and bi-weekly meetings with representatives from multiple City of Los Angeles departments including, LABOE, LA Department of Transportation (LADOT), StreetsLA, Bureau of Street Lighting (BSL), Urban Forestry Division (UFD), LA Sanitation (LASAN), and Bureau of Contract Administration (BCA). The marquee project is Avalon Blvd., which will enhance mobility for all modes of travel with protected bike lanes, bus boarding islands, and accessibility and sidewalk improvements.

JOSH COSPER, PE, QSD, PLS

QA/QC, PLAN CHECKING



EDUCATION

BS in Civil Engineering

REGISTRATION

CA C71667

CA QSD 00709

PLS 8774

Josh has more than 18 years of experience as a successful project manager on numerous complete streets, transportation and roadways projects providing project management, planning, and final design services. His passion includes providing innovative solutions on active transportation and complete streets projects and roadway widening infrastructure projects. He has also led over 50 miles of transportation corridor improvements as either the right of way, utility, drainage and/or civil lead.

REPRESENTATIVE PROJECTS

LIMONITE AVENUE GAP CLOSURE, EASTVALE

Project manager responsible for the preparation of roadway, pedestrian and bridge widening improvements (four lanes) to a one-mile segment of Limonite Avenue from Hellman Avenue in the City of Chino to Archibald Avenue. The project includes over 2 miles of bike lanes/multiuse trails, a pedestrian bridge providing connectivity to a Citywide trail system, a three span bridge structure, coordination with the US Army Corp of Engineers for MS 404/408 approvals, development of a multi-lane roundabout, and assistance to the City in the adoption of project specific design and safety standards to accommodate pedestrian/multimodal friendly improvements. Josh was responsible for all facets of project delivery from preliminary design through final design.

MCKINLEY GRADE SEPARATION, CORONA

Program manager responsible for management of the design and right of way consultant firms developing improvement plans for a grade separation over the existing at-grade BNSF railroad crossing. This \$130 million project includes over 1 mile of roadway improvements, new bike and pedestrian improvements a steel tied arch bridge crossing the BNSF railroad and Temescal Canyon Channel through a major commercial/industrial hub in the City of Corona. Project includes management of over 10 complex partial property acquisitions, coordination with utility companies/CPUC/BNSF, securing over \$15 million in funding and the delivery of the overall project. Josh was also responsible for identifying numerous acquisition and utility relocation strategies saving the City over \$7 million in program costs.

PALOMAR COMPLETE STREETS, WILDOMAR

Project manager responsible for the preparation of this complete streets project in the Old Town area of Wildomar along Palomar Street from Wildomar Trail to Gruwell Street. This project included approximately 1 mile of roadway widening, a Class I trail system, buffered Class II lanes, and landscape/beautification improvements to renovate the Wildomar Cemetery frontage. This project also included enhanced crosswalks features and substantial upgrades to non ADA compliant features. Josh assisted the City in developing new design standards and guidelines for the trail features and led community presentations during the preliminary design/feasibility analysis.

HEACOCK STREET EXTENSION, MORENO VALLEY

Project manager responsible for the preliminary and final design of this phased roadway, pedestrian, and bicycle improvement project along Heacock Street from Harley Knox Boulevard to Catcus Avenue. The project included over 3.6 miles of roadway and bridge widening improvements and a combination of Class II bike lanes, trail improvements, and safety features as part of the street widening and rehabilitation improvements. The project also included regulatory agency approvals and permits from USACE, CDFW, and SWRCB. Additionally, Josh was responsible for utility coordination/relocation planning for close to 10 utilities, development of a conceptual multi-lane roundabout, bridge

ALAN SU, PE

ROADWAY

EDUCATION

BS in Civil Engineering

REGISTRATION

CA C66042



Alan has more than 20 years of diverse engineering experience in the transportation field. He has multi-use trails and local road improvement experience throughout Southern California, and as well as significant planning and engineering experience with Caltrans on the state highway system. He is known for his client service approach to successful project delivery with both public and private clients. His experience includes preliminary engineering to final design.

REPRESENTATIVE PROJECTS

IRVINE CENTER DRIVE AND JEFFREY ROAD INTERSECTION IMPROVEMENTS, IRVINE

Project manager responsible for developing a project report and environmental documents for the Jeffrey Road/Irvine Center Drive (ICD) intersection improvements. Services included developing three project alternatives, a traffic study analysis, environmental document, WQMP, and cost estimates. Based on the developed alternatives, Alan worked with the City staff and PDT members on selected a preferred alternative based on the least right of way impacts and as well as fulfilled the need of the NITM program. Tasks included providing project management, research and review, aerial topographic mapping, traffic analysis, preliminary design, project report preparation, photo simulations, a preliminary water quality management plan, and environmental document support.

STANDARD AVENUE BIKE LANES, SANTA ANA

Senior engineer leading the design for the project to redesign two miles of Standard Avenue to include buffered bike lanes, cycletrack, and bicycle boulevard. Key challenges being addressed through the project include on-street parking preservation, sight distance analysis, constrained right-of-way, protected intersection design, utility and drainage impacts, transit operations at the intersection, and storm drain and power pole relocations.

TECHNOLOGY DRIVE EXTENSION, IRVINE

While at a previous firm, Alan Su, was responsible for providing engineering services for the Irvine Company Community Development (ICCD) to develop engineering plans for the Technology Drive Extension project in the City of Irvine. The project included extending Technology Drive from an existing cul-de-sac and tied into the existing Laguna Canyon Road for approximately 3,300-feet of roadway. In addition to the roadway extension, a tie-back

retaining wall under the existing I-5 overcrossing bridge was required to provide enough space to accommodate the required roadway width. Additionally, the Technology Drive Extension Project also included new sewer line, domestic and non-domestic waterlines for Irvine Ranch Water District (IRWD).

BASTANCHURY DRIVE EXTENSION, YORBA LINDA

Project Manager responsible for final PS&E design services for the proposed Bastanchury Road improvements between Eureka Avenue and Casa Loma Avenue. Services included geometric alternatives developments that would widen the existing Bastanchury Road to provide a total of 4 lanes (2 lanes in each direction) to match the existing condition on the east side of Eureka Avenue and west side of Casa Loma Avenue, provide 5-foot on-street bike lanes, curb adjacent sidewalk on the northerly side of the road, and Class 1 multi-purpose trail on the southerly side of the road. To meet the Modified Primary Arterial Highway requirements, the proposed project also included raising the existing roadway profile of approximately 6 feet at the current sump location. This will improve the existing sight distance deficiencies for both the eastbound and westbound traffic on Bastanchury Road within the project limits. Additionally, the proposed improvements would also accommodate the proposed future developments on the north side of Bastanchury Road. Additional design services included roadway design, signing, and striping, drainage plans, Water Quality Management Plan (WQMP), retaining wall plans, ADA improvements, erosion control, cost estimates, and project specifications.

XAVIER ESPINOSA, PE

ROADWAY

EDUCATION
BS in Civil Engineering

REGISTRATION
CA C88927



Xavier has more than 9 years of experience in small and large transportation projects within Southern California. He has experience in the design and coordination of local arterial facilities, highways, at-grade rail crossings, and roadway improvements. He has led project teams and supported the design in other disciplines such as rail, utilities, and storm drain design. His project experience includes roadway realignment, highway widening, grade separations, street rehabilitation, parkway improvements, and redesign of at-grade rail crossings.

REPRESENTATIVE PROJECTS

6TH STREET VIADUCT REPLACEMENT, LOS ANGELES

Roadway engineer for the design of approximately two miles of intersections and roadway rehabilitation around the proposed 6th Street bridge. He was responsible for preparing roadway, striping, and drainage plans, in addition to coordinating with LABOE, LADOT, and Caltrans for plan approval.

CIVIL DESIGN ON-CALL SERVICES - COMPLETE STREETS PROGRAM, LOS ANGELES

Project engineer responsible for the identification of non-compliant curb ramps, damaged sidewalk, curb and gutter requiring reconstruction, as well as the design of curb ramps to meet ADA and City standards, and other associated street improvements. He was also responsible for leading the design team in multiple corridors and coordinated the deliver of land survey and utility mapping for the project.

DORAN STREET GRADE SEPARATION, LOS ANGELES

Project engineer for the delivery of PS&E, the project involved the closure of both the Doran Street and Broadway/Brazil Street at-grade crossing at the Metrolink tracks.

SR-47/Front Street/HARBOR BOULEVARD INTERCHANGE IMPROVEMENTS, LOS ANGELES

Project engineer responsible for PS&E for the SR 47/ Front Street/Harbor Boulevard Interchange modification to alleviate congestion and provide a direct connection to the existing West Basin Container Terminal facility for shipping terminal operators in the Port of Los Angeles. Improvements include widening on- and off-ramps for additional capacity and an increased acceleration/weave length. The realignment requires adding several retaining walls, the abandonment of the existing structure (Harbor

Boulevard Off-Ramp Undercrossing), the removal of the inactive portions of the Pacific Harbor Line, and minor realignment of Knoll Avenue.

ROSECRANS/MARQUARDT GRADE SEPARATION

Roadway Engineer for the alternatives analysis, environmental clearance and PS&E for a grade separation at the BNSF tracks

LONG BEACH BOULEVARD GREEN STREET IMPROVEMENTS, SOUTH GATE

Project engineer responsible for assisting with the conceptual design to meet the City's safety and multimodal goal.

TURNBULL CANYON ROAD GRADE SEPARATION, INDUSTRY

Roadway Engineer for the delivery of PS&E, alternative analysis, and environmental clearance of the Turnbull Canyon Road at-grade crossing at Union Pacific tracks. Also responsible for the quality control checks during various stages of the project, to ensure successful submittal of PS&E.

OC LOOP SEGMENT D, ORANGE COUNTY

Project engineer for the Carbon Canyon Channel Bikeway. The project includes a 12'-15' wide bikeway, undercrossing at Golden Avenue, a 160' long 12'x12' box culvert at Bastanchury Road, constructing permanent retaining walls, drainage conveyance, lighting, fencing, landscape, irrigation, hardscape, ADA access, bicycle/ pedestrian signals and beacons, street crossings, maintenance road access, signage, pervious pavement and localized stormwater best management practices (BMP's).

PAUL MARTIN, PE, TE, LCI

ACTIVE TRANSPORTATION



EDUCATION

BS in Civil Engineering

REGISTRATION

CA C65868

CA TR2315

LCI 4936

Paul has more than 23 years of experience as a transportation manager and traffic engineer. He has a strong engineering and planning background that is focused on improving public travel and safety. Paul's expertise includes active transportation, community engagement, traffic engineering, and strategic funding programs. As the first countywide Active Transportation Coordinator for Orange County Transportation Authority (OCTA), Paul secured over \$6 million in ten distinct grants to address infrastructure and non-infrastructure needs. He is also familiar with the requirements of the Caltrans Sustainable Communities grant program and has managed multiple projects funded through the program.

REPRESENTATIVE PROJECTS

SYSTEMIC SAFETY ANALYSIS REPORT, MONTEBELLO

Project manager for the preparation of a Systemic Safety Analysis Report for the City of Montebello. The report involves analyzing crash history throughout the jurisdiction and identifying key intersections and roadway segments for further analysis. The analysis will include identification of safety countermeasures and preliminary benefit cost ratios. The project also involves preparing 30% designs and cost estimates for the recommended projects.

MENDEZ HISTORIC FREEDOM TRAIL, WESTMINSTER

Project manager responsible for initiating concept for roadway reallocation to provide the first cycle-track in the City of Westminster. Paul positioned the City to seek regional Go Human event funding illustrating pop-up cycle-track in 2016 which later led to securing \$2.4 million in funding to implement the Mendez Historic Freedom Trail. The trail will provide an outdoor education opportunity related to the historic Mendez school desegregation case while also serving to manage stormwater runoff and provide a high quality bikeway for students and community members

STANDARD AVENUE PROTECTED BIKE LANES, SANTA ANA

Project manager responsible for PS&E for this project design that will include separated bikeways, a protected intersection, improved pedestrian crossings of Standard Avenue, buffered bike lanes, and a bicycle boulevard in the City of Santa Ana. Collectively the project will serve bicyclists and pedestrians to better travel along Standard Avenue and cross the roadway to travel within the City.

COUNTY-WIDE ACTIVE TRANSPORTATION PLAN, ORANGE COUNTY

Project manager responsible for securing an Active Transportation Program 2015 grant to prepare the first county-wide Active Transportation Plan covering both bicycle and pedestrian topics. Branded OC Active, the study updated the prior bicycle master plan and created data analysis to create pedestrian heat maps showing the highest need areas in all 35 jurisdictions. Creative outreach included engagement with schools for a chalk-based art contest related to walking and biking and pop-up events at over 70 unique community events county-wide.

OC LOOP PROMOTION STRATEGY, ORANGE COUNTY

Program manager responsible for leading communications and funding strategy for the 66-mile OC Loop to close the gap on the remaining 30-percent of unbuilt portions. Led presentations introducing project and soliciting input to over ten City Councils and coordinated a demonstration event of a gap closure linking with the Santa Ana River in Yorba Linda. Collaborated with two cities, railroad owner, and California Public Utilities Commission to negotiate land acquisition for 4.1 mile long rails-with-trails portion. Over \$20 million has been secured to close gaps along the OC Loop since 2012.



CESAR MORENO | SENIOR ENVIRONMENTAL PLANNER

Mr. Moreno is a Senior Environmental Planner and Project Manager with more than 14 years of experience involving the management, preparation, review, and approval of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents. As a dedicated public servant, he assumed diverse roles in the fields of environmental, transportation, open space, natural resource, and city planning while working on major projects in some of the most environmentally sensitive areas of Los Angeles and Ventura counties. Mr. Moreno brings a versatile and innovative approach to project delivery, tailored to the needs of his clients and counterparts in the engineering, design, planning, environmental and legal professions. His approach is informed by multiple appointments to project teams at critical junctures during project development and construction.

EDUCATION

B.A., Environmental Analysis and Design, University of California, Irvine, 2007

YEARS OF EXPERIENCE

14.5

SELECTED PROJECT EXPERIENCE

6th Street Viaduct Replacement, Los Angeles. The City of Los Angeles is replacing the 6th Street Viaduct over the Los Angeles River and U.S. Highway 101 with a new viaduct. Mr. Moreno is the project manager overseeing the Environmental Commitments Record through construction.

Alameda Street Mobility, Los Angeles. The Los Angeles County Metropolitan Transportation Authority (Metro) proposes to close the Alameda Esplanade active transportation gap between Commercial Street and Arcadia Street to improve mobility and safety of the local roadway operations and freeway, enhance accessibility, and accommodate transit connectivity and planned multi-modal access. Mr. Moreno is the project manager overseeing the preparation of the Preliminary Environmental Analysis Report (PEAR) and associated technical studies.

Glendale Boulevard-Hyperion Avenue Complex of Bridges Improvement Project, Los Angeles. Mr. Moreno worked with the City of Los Angeles as the Lead Environmental Planner for California Department of Transportation (Caltrans) District 7, tasked with the preparation and review of the NEPA/CEQA document through project approval. The project includes widening the historic Glendale-Hyperion Bridge, realigning Interstate 5 northbound ramps and the Los Angeles River bike path, constructing a new bicycle/pedestrian bridge across the Los Angeles River (bicycle/pedestrian bridge completed in January 2020) and improving bicycle and pedestrian facilities throughout, improving the seismic strength of all six bridges, and upgrading the drainage system and infiltration basins.

7th Standard Road Widening Project, Shafter. The City of Shafter, in coordination with Caltrans District 6, proposes to widen 7th Standard Road from a two-lane highway to a multilane divided expressway in the City of Shafter, City of Bakersfield, and the County of Kern. Mr. Moreno is the project manager overseeing the preparation of the Preliminary Environmental Study, Initial Study/Environmental Assessment, and associated technical studies.

Northwest State Route 138 Corridor Improvement Project, Los Angeles County. Mr. Moreno worked with Metro and consultant team on the preparation of the Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and Community Impact Assessment and served as the Lead Environmental Planner on the preparation of the Final EIR/EIS through project approval. The EIR/EIS evaluated corridor alternatives and related operational improvements such as improving sight distances and bringing non-standard roadway features up to current design standards. This project would widen the 36-mile east-west Northwest 138 corridor between Interstate 5 and State Route 14 in the Antelope Valley from two lanes to four and six lanes at various points.

Interstate 405 Sepulveda Pass Widening Project, Los Angeles County. Mr. Moreno worked with the Los Angeles County Metropolitan Transportation Authority (Metro) and the design-build contractor to ensure NEPA/CEQA and regulatory permit compliance, as well as implementation of large-scale mitigation efforts (e.g., wildlife crossing enhancements, revegetation of impacted drainages, and cooperative agreement for transfer of funds to plant trees within the Santa Monica Mountains), as the Lead Environmental Planner for Caltrans District 7 during construction phase. This design-build project involved constructing one 10-mile high-occupancy vehicle (HOV) lane northbound on Interstate 405 from the Interstate 10 to U.S. Highway 101. The work also included adding 10-foot shoulders, restriping all lanes to standard 12-foot widths, realigning existing on-and-off-ramps, reconstructing or modifying 23 bridge and ramp structures, building approximately 18 miles of retaining walls, and performing road improvements on the adjacent city streets.

BILL ZIMMERMAN, PE, TE, PTOE

PROJECT MANAGER

Summary

Mr. Zimmerman has 30 plus years of experience in traffic, highway, and transportation projects. His professional design experience includes traffic management/project control, traffic operation systems, communication systems, incident and verification systems, traffic studies, traffic management plans, planning studies, highway design, arterial design, local street design, and municipal engineering.

Bill has also provided project management, project engineering, and design for several state and local highway/roadway projects that include traffic operation and communications systems, interchanges, and major intersections. He also has extensive experience in the production and preparation of PS&E projects.

Project Experience

Interim City Engineer, Norwalk, CA. Interim City Engineer responsible for City Staff management, developing 8-year CIP, City representative, Funding Manager, project management, consultant management, Design Review, traffic engineering and support, CIP management. As Interim City Engineer, responsible for City issues, attending and presenting at City Council and Commission meetings, attending Public Workshops, and represent City at inter-agency meetings. In addition, responsible for seeking Federal and State funding for CIP projects from Caltrans and MTA.

Contract Traffic Engineer, Signal Hill, CA. Contract Traffic Engineer for the City. Responsibilities include: City – Wide Speed Zone Studies, project studies, traffic studies, development studies, public presentations, plan reviews, study reviews, traffic signal management, traffic signal design, Consultant Management, signing and striping plan, stop sign warrants, signal warrants, lead traffic safety committee, funding management, resident interface, neighborhood traffic calming programs, City Council and Planning Commission attendance, and public forum presentations.

Contract Traffic Engineer, Seal Beach, CA. Contract Traffic Engineer for the City. Responsibilities include: City-wide Speed Zone Studies, project studies, traffic studies, development studies, public presentations, plan reviews, study reviews, traffic signal management, traffic signal design, Consultant Management, signing and striping plan, stop sign warrants, signal warrants, funding management, resident interface, neighborhood traffic calming programs, City Council and Planning Commission attendance, and public forum presentations.

Traffic Engineering Services for City of Mission Viejo, CA. Provided traffic engineering support for a wide range of services including review of traffic studies, traffic signal plans, project reports, and environmental reports; performing traffic studies, assessing impact of proposed projects, assessing and reviewing community safety concerns, preparation of Agenda Reports for the Traffic and Transportation Commission and City Council, responding to citizen inquiries, and supporting the City's transportation Engineer. Represented the City at interagency coordination meetings.

WGZE

Years with Firm: 24

Years with Other Firms: 10

Education/Training:

B.S. Civil Engineering - University of Colorado, Boulder, CO

Licenses/Certifications:

Registered Civil Engineer:

California – #48667

Registered Traffic Engineer:

California – #2254

PROJECT APPROACH & UNDERSTANDING



PROJECT APPROACH AND UNDERSTANDING

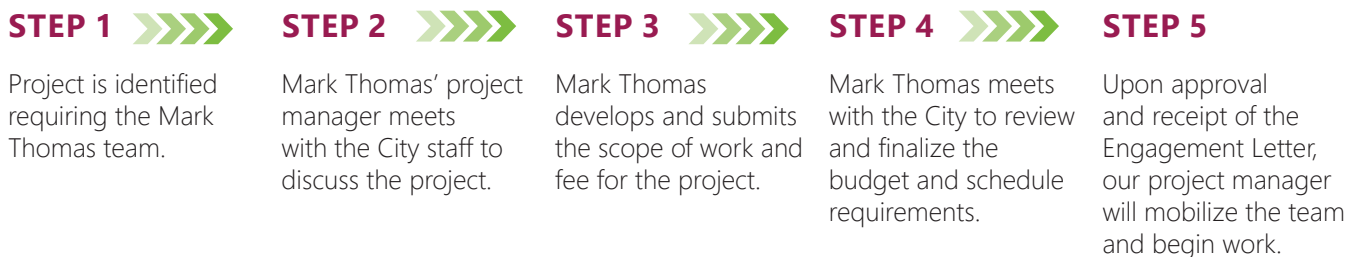
PROJECT UNDERSTANDING

The City of Montebello is seeking consultant architectural and engineering design services on an on-call basis for projects throughout the City. These projects consist of work related to street, sidewalks, sewer, storm drain, water, landscaping and irrigation, street lighting, traffic signals and city-owned facilities such as parks, parking lots and buildings. Mark Thomas understands that through the on-call contract, the services may include project management, conceptual and final design, third party coordination and permitting, support through the bid and construction phases as well as plan checking services.

Mark Thomas understands that the City has limited staff to deliver the volume of projects in your CIP and is reliant upon these on-call services to do so. We know the key to successfully completing on-call services is to have the depth of staff and to work as an extension of the City's engineering staff. Mark Thomas stands ready to provide the staff and services needed to support the City. We bring the City a staff of over 300 and have provided a well-rounded team of subconsultants that provides additional depth of resources and expertise to deliver your task orders. With the resources available to Mark Thomas, multiple task orders can be performed concurrently, and with the strength of the task order managers, these tasks will be delivered on time and on budget. **We will help you deliver your CIP and meet your commitment to your community.**

We will also support the City with staff experienced in reviewing third-party designs from developers or outside agencies that are implementing a project in the City. These projects could include the Montebello Boulevard Grade Separation (San Gabriel Valley Council of Governments), Eastside Light Rail (LA Metro) and the Whittier Narrows Dam (United States Army Corps of Engineers). With our experience, we'll ensure that the City's interests and standards are being upheld.

The following work plan represents our general project approach. Mark Thomas will develop a specific work plan for each task order for which we are selected. The key to our approach is to provide the right team for each task. We use a five-step process shown in the figure below to ensure timely and effective response to our client's requests for on-call services.



TASK ORDER APPROACH

Our approach to on-call contracts is grounded in our understanding that successful projects, including at the task order level, are a direct result of the following elements:

- » A commitment of our most qualified engineering, design, support staff, and additional resources via teaming partners as is necessary to deliver every project on time and within budget
- » Early identification and resolution of issues
- » Acting as an extension of City staff, including always looking out for the City's best interest
- » Being responsive and collaborative in order to meet the needs of the City and the public
- » Monitoring design activities and delivery schedules through a committed Quality Assurance/Quality Control (QA/QC) process
- » Providing direction on the most beneficial and cost-effective task order solutions
- » Open communication and coordination with our clients

Mark Thomas has developed a general approach to a PS&E task order that is described on the following pages. Ultimately, each task order is completed with a tailored approach according to the City's specific needs, budget, and schedule. For projects with State and/or Federal funding, Mark Thomas will assist the City in the administration and processing of the necessary documents with Caltrans Local Assistance, as discussed further in this Section.

TASK ORDER DELIVERY

Review and Understand the Project

Mark Thomas will gather readily accessible information on the project and will conduct a project site visit during our scope development process where applicable. This will confirm our project understanding and help us answer key technical questions, even before task order notice to proceed (NTP) is received. We will obtain encroachment permits for full access to the project site as one of the first orders of work, along with site specific information, including as-builts and facility maps from pertinent agencies/stakeholders/utility owners, survey data, geotechnical information, and subsurface investigations. When conflicts such as utilities or potential property impacts are identified during the concept design development, we secure deeds and relevant title-related records to understand liability/risk/costs associated with the impacts. Early pre-concept design identification of constraints provides us with flexibility, allowing for more time to mitigate risks and incorporate cost-effective solutions in the project.

Concept Design Development

If a conceptual design has not been completed at the start of the task order, Mark Thomas will include preliminary design tasks in the scope of work for the project. We will analyze alternatives to determine their relative impacts and prepare preliminary construction cost estimates to assist the City in evaluating each alternative. For each alternative, if needed, we will identify the right of way impacts and address the required environmental clearance and documentation for the project.

We have provided conceptual designs for numerous improvements to enhance mobility, safety, and traffic operations. We recently completed a conceptual design for the Peters Canyon Bikeway Extension and Olive Height Sidewalk Gap Closure for the County of Orange. These designs analyzed potential improvements and developed cost estimates to determine the selected alternative to advance to final design.

Final Design

Generally, when a project reaches the final design phase, all conceptual/preliminary design tasks have already been completed and environmental clearance obtained. At this stage, the Mark Thomas team will verify that there are no elements of the project that require modification due to any updates in design standards or similar requirements that may have occurred between the conceptual design phase and the start of the final design. If there are elements that require modification, we will promptly notify the City to ensure that a collaborative approach can be taken to resolving updates.

During the final PS&E phase, our team will prepare specifications and special provisions based on the local jurisdiction and/or the City's standard drawings, AASHTO "Greenbook" or Caltrans standard specifications, and other related agency standards if required. A construction cost estimate will be produced for the City, identifying all bid items. Additionally, if a project requires the acquisition of any necessary right of way and or easement, our team can produce legal descriptions, appraisal maps, and right of way maps necessary for any fee takes or temporary construction easements. If the task order was State or Federally funded, we would assist in the ROW certification and RFA packages to receive Caltrans Local Assistance approvals as well as the CTC funding obligation.

Mark Thomas has provided final design services for a wide variety of improvements including roadway rehabilitations and widenings, ADA curb ramps, sidewalks, bike lanes, intersection modifications, and storm drain facilities. We are currently finalizing the project designs for widening and rehabilitation improvements along Firestone Boulevard in the City of Norwalk and the complete street improvements on Long Beach Boulevard in the City of South Gate.

Construction Phase

At the completion of the final design phase, Mark Thomas will assist the City through the bid and construction phases of the project. We will support the City construction management and inspection crews, providing the following:

- » Coordinate bid advertisement
- » Provide support during the bid phase
- » Prepare bid summary report
- » Attend pre-construction meeting
- » Conduct field reviews
- » Perform shop drawing and submittal review
- » Respond to Requests for Information
- » Prepare as-built record drawings

If desired, Mark Thomas can provide construction management and administration services, including:

- » Resident Engineering services
- » Perform construction administration
- » Conduct construction inspection
- » Provide construction surveys and grade sheet reviews

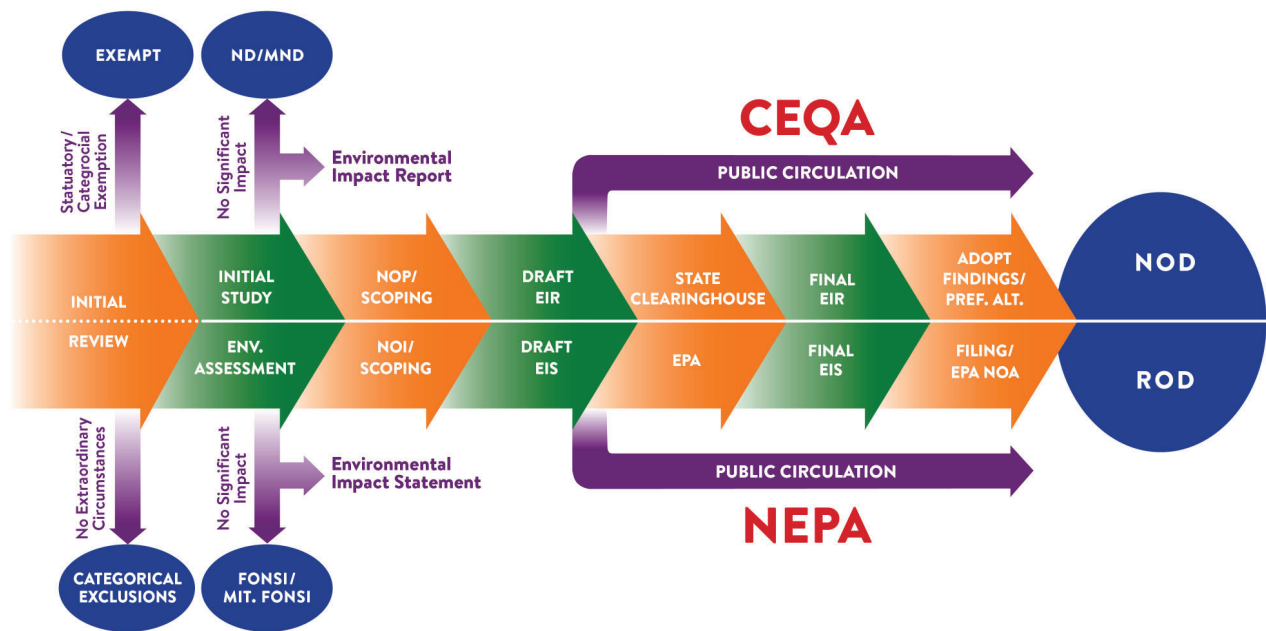
KEY SUPPORTING TASKS

Regardless of the task order, the following are key support tasks that are critical steps on the path to project success.

Environmental Clearance and Permitting

As part of the Mark Thomas team, GPA, a DBE firm, will be providing environmental services for this on-call service. We will be able to assist the City in obtaining the required environmental permits for the project. Additionally, we will also assist the City with project environmental documents and associated technical studies needs. Whether the project requires a CEQA compliant Categorical Exemption, Initial Study, or an EIR or also needs to include NEPA compliant Categorical Exclusion, Environmental Assessment, or an EIS if federal funding is involved, our project team is suited to provide this service to the City.

GPA is also proficient in obtaining the necessary regulatory agency permits for a project, which may include the Regional Water Quality Control Board (RWQCB), United States Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW).



Public Outreach

As part of the Mark Thomas team, Arellano & Associates, a DBE firm, will be available to address community engagement and outreach needs. Through their strategic process for integrated marketing communications, they align unique challenges and engages intended audiences through highly effective campaigns.

They tailor communication strategies to meet program needs, drawing on their expertise in public engagement, marketing, creative services, and web and interactive design.



Mark Thomas key staff also has experience leading and participating in public outreach efforts for different projects and programs. As shown above, Paul Martin led the Go Human public campaign during his time with OCTA.

UTILITY COORDINATION AND NOTIFICATIONS

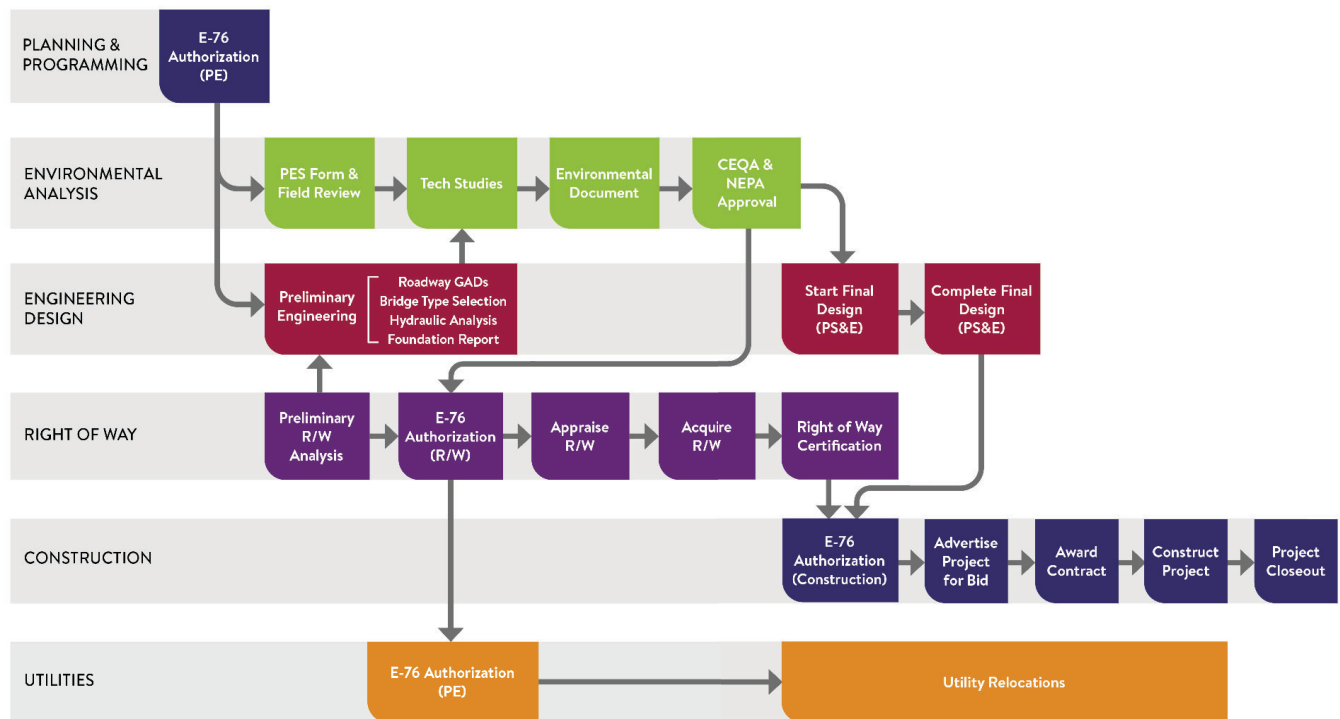
Mark Thomas will approach any required utility coordination efforts by following the widely accepted Caltrans Utility Coordination Process (Caltrans Utility A-B-C Process). Based upon an examination of available records and field inspection, a utility conflict matrix will be developed. This matrix will include the disposition of each utility within the project limits. If it is determined that potholing of existing utilities is necessary to confirm the project in place assumption, Mark Thomas will have an underground exploratory pothole conducted to verify locations of existing utility facilities.

We maintain strong working relationships with utility providers throughout Los Angeles County. We have experience coordinating with Southern California Edison (SCE), Metropolitan Water District (MWD), Southern California Gas Company, AT&T, Verizon Business, Frontier and other telecommunications providers. We currently maintain an on-call surveying services contract with SCE, which we leverage to strengthen utility coordination efforts involving electric utilities.



ADMINISTERING THE GRANT FUNDING PROCESS

We are knowledgeable of the federal and/or state laws, regulations, policies and procedures related to design, right of way certification, utility coordination, construction and maintenance. Federal funding requires a separate E-76 process for each phase of work in order to receive reimbursement. This involves preparing Request for Authorizations (RFAs) and supporting information for the various project phases, preparing Right-of-Way and Utility Certification Forms and submitting and receiving approval for PS&E.



Additionally, utility relocations must follow Chapter 14 “Utility Relocations” of the Caltrans LAPM requires agencies to comply with similar procedures as the Caltrans Right of Way Manual for projects off of the State Highway System that are financed with federal funds. Similar to utility relocations, right of way acquisitions will need to follow the LAPM Chapter 13 “Right of Way”.

To assist in the grant administration, we have included Bill Zimmerman, from WGZE, on our team to lead this effort. Bill and Pat just completed this process for ATP and HSIP grants on the Long Beach Boulevard Complete Street project for the City of South Gate, having to accelerate the process in order to meet the funding deadline. They were successful in having the item placed on the June California Transportation Commission (CTC) meeting agenda. Bill’s recent experience with grant administration includes:

- » Spring Street Pedestrian enhancements, Signal Hill, ATP
- » Cherry Avenue Widening, Signal Hill, DEMO
- » Rosecrans Avenue Corridor Traffic Signal Enhancements, Norwalk, HSIP
- » Studebaker Road Corridor South Traffic Signal Enhancements, Norwalk, HSIP
- » Studebaker Road Corridor North Traffic Signal Enhancements, Norwalk, HSIP
- » Alondra Avenue Corridor Traffic Signal Enhancements, Norwalk, HSIP
- » San Antonio/Norwalk Boulevard Traffic Signal Enhancements, Norwalk, HSIP
- » Firestone Boulevard Bridge Widening, Norwalk, HBP
- » Bloomfield Avenue and 166th Street Traffic Signal Upgrade, Cerritos, HSIP
- » Long Beach Boulevard Pedestrian Enhancements, South Gate, ATP & HSIP

MANAGEMENT APPROACH

For the delivery of an on-call services contract through a task order basis, it is important to have an experienced project manager and a well-thought-out Project Management Plan (PMP). One of the first items of work is to prepare a PMP that sets the expectations and serves as a guidebook as task orders are developed and executed.

PROJECT MANAGEMENT PLAN

The preparation of a Project Management Plan (PMP) is crucial. PMPs are prepared shortly after NTP and serve as a guide for project implementation and management. The PMP provides a baseline of project objectives to achieve, how it is to be achieved, who will be involved, how it will be reported and measured, and how information will be communicated. With an on-call contract, we create an overarching PMP that includes items such as the contract contact list, communication protocols, budget tracking and invoicing procedures.

The PMP will be amended for each specific task order and will include the following:

- » Project Overview and Objectives
- » Project Scope, Requirements, and Deliverables
- » Project Team Roles and Responsibilities
- » Project Budget
- » Schedule and Key Milestones
- » Quality Control Approach

While the PMP serves as a guide, it is active and engaged project management that keeps our projects on schedule and under budget. Following are the keys to our successful delivery.

“The Mark Thomas Team has been instrumental in leading efforts with the \$128 million McKinley Street Grade Separation Project through their proactive communication, responsiveness, and management of several complicated risks streamlining the project schedule and third party coordination efforts with regulatory agencies. They have really made a very complicated project far less challenging.”

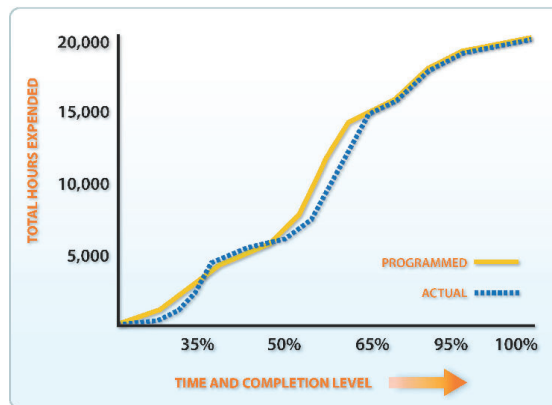
-Savat Khamphou, Public Works Director/City Engineer, City of Corona

CONTINUAL BUDGET CONTROL

We use Deltek for all our accounting functions. Deltek has modules "Project Review" and "I-Access" that allow project managers to enter budgets for Mark Thomas and the subcontractors and track spending in real-time. We use these modules to track earned value on our project and will be done for each task order. **Our project managers do an excellent job making sure the team is efficient** and make sure that information that is needed is available before moving on to certain other tasks. If items are needed to move forward this is communicated to the group early and people are held accountable to keep the project moving – efficiently.

Our Work Breakdown Structure forms the base for our budget. As shown in the chart below, we plan our work using a resource loaded schedule, monitor the project progress, and track the planned budget vs. actuals, and we report this to Montebello monthly or each task order. We review and report any variations along with a corrective action plan.

Our monthly progress reports that will accompany our invoices will include a narrative description of the work performed, the work to be performed in the next reporting period, identifying any issues/concerns and charts reflecting the earned value, actuals, and planned expenditures.



For tasks expected to last several months with multiple milestone, we use real time comparison of actual hours expended versus planned hours for each project milestone. Our project managers check it monthly with the development of progress reports/invoice preparation.

DELIVERING QUALITY PRODUCTS, EVERY TIME

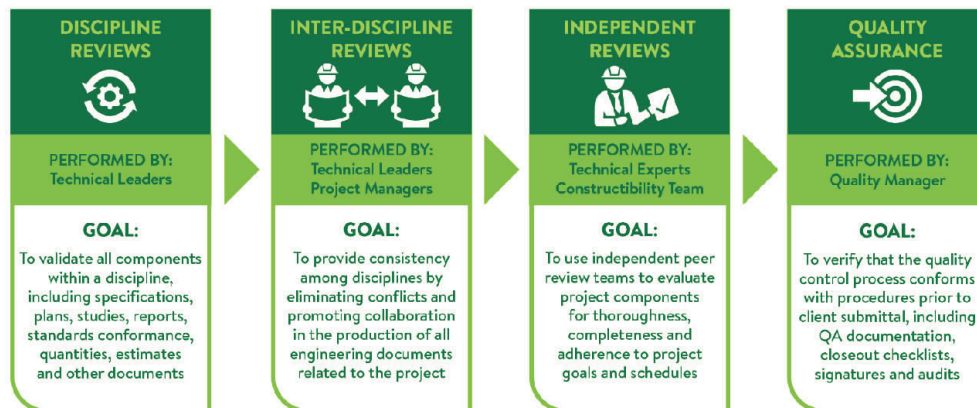
Mark Thomas is committed to delivering quality products that meet the City's expectations. For each project, we develop a project-specific Quality Management Plan (QMP) that will guide the quality review process. We leverage our firmwide Quality Management System (QMS) that provide the tools necessary to ensure quality deliverables.

The PMPs/QMPs stipulate the deliverables and schedules for the various levels of quality control reviews to be conducted throughout the project. Our project managers perform on-going reviews as the project develops and Quality Control Reviews/Accuracy Checks are conducted for every completed work product. Before delivering to the client, fresh eyes are provided by Independent Technical Reviews which are conducted by those who are knowledgeable but not involved in the day-to-day project development. Interdisciplinary reviews are conducted on projects that bring together multiple disciplines to proof their integration. Key elements of our QMP include:

Subconsultant Quality: Mark Thomas requires each of our subconsultants follow our QMP to ensure the entire team is following the same procedures and developing quality products team-wide. Our quality manager will provide necessary training and will perform audits on the subconsultant QA/QC documentation.

Response Procedures: A formal response procedure is used to track comments received on our deliverables— taking a proactive stance in addressing issues and comments as they arise and tracking them using a Review Comment Matrix through resolution. Our Project Manager personally ensures each comment is resolved prior to the subsequent submittal.

Quality Control Audits: Mark Thomas conducts internal quality audits to verify overall conformance with approved policies and procedures and to document any problems related to QA/QC activities. Internal audits will be conducted after major submittals as determined by the Auditor and Project Manager for each project.



AN ORGANIZED DOCUMENT CONTROL SYSTEM

Mark Thomas has implemented document control systems during the design and construction phases on numerous projects, implementing logs and tracking systems, along with keeping electronic files organized. With our believe in environmental stewardship, all files will be stored electronically with no hard copy filing or storage.

Our document controls system assists in managing records and reports associated with this on-call contract. This will include real-time, secure access to documents during the review, comment and approval stages. Documents generated both internally and externally will be managed, maintained and submitted in electronic format. Hard copies will be submitted if desired. All documents will be stored electronically, no hard copy filing, on a secure server and backed up daily, which will provide central storage of all project documentation, and allow our team to manage and share information with the City and any other agency or stakeholder as needed.

A standard folder structure is used for the project documents that can be tailored to the City's needs. This will also include all quality documentation consisting of the quality manual, checks, design calculations, Bluebeam design reviews and quality assurance.

PROACTIVE SCHEDULE MANAGEMENT

Our project managers are taught to take a proactive approach for planning project activities, looking ahead and drilling down to track tasks critical to achieving each milestone. Identifying the risks to the project schedule and mitigating them by advancing early activities where possible without the risk changes later in design. **Our strategy for keeping projects on schedule is simple, track the action items, communicate key milestones often and overcommunicate.**

SCOPE OF SERVICES



SCOPE OF SERVICES

Mark Thomas will prepare a scope of services specifically tailored to each task order received from the City. The following scope of services is intended to be all inclusive, however, depending on the task order needs, many tasks will not be required, or additional ones added. Work specific to projects with State or Federal funding is shown in *italics*.

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Task 1.1. Project Management

Mark Thomas will coordinate with the City and manage the project team. This includes preparing contract paperwork, memos, letters, and emails, and making phone calls. Management activities also including preparing monthly invoices and status reports, which will include summation of work by task, progress relative to adopted project schedule, projected work activities, and outstanding issues. Mark Thomas will adhere to the project budget and will actively manage sub-consultant budget requirements.

Task 1.2. Meetings

Mark Thomas will organize, schedule, and lead project meetings. It is anticipated that monthly meetings will be held at a minimum, with other meetings schedule as needed. Efforts includes preparing meeting agendas and meeting minutes summarizing discussion items and action items. Mark Thomas will be available to make presentations to City Council and City Commissions.

Task 1.3. Third Party Coordination

Third party coordination will be provided with outside agencies such as the adjacent cities, Metro and others. *Coordination includes working closely with the City Contract Manager/Liaison with Caltrans Local Assistance for the scheduling, review and processing of project documentation.*

Task 1.4. Community Meetings

Mark Thomas, through our subconsultant Arellano and Associates, will support the City is community outreach efforts to the extent necessary. This could include organizing and conducting a community stakeholder meeting, development of collateral material, maintaining a stakeholder database, providing social media material and/or conducting one-on-one meetings with residents, businesses or elected official briefings.

Task 1.5. Project Schedule

Mark Thomas will develop and maintain a critical path method (CPM) design schedule for each task order. The schedule will be updated as progress is made, with critical path activities clearly shown for team review purposes. The project schedule tasks will align with the tasks included within the Scope of Services. *Will conduct meetings with Caltrans Local Assistance personnel as necessary to facilitate project review, processing and approvals.*

Task 1.6. Quality Control

Mark Thomas will prepare and implement our established Quality Control procedures to verify that all deliverables have been reviewed for completeness and accuracy, that the submittals conform to the applicable standards, as well as to check that the deliverable satisfies the purpose and need for the submittal. We will complete and document an independent technical review of each major submittal. Review comments will be addressed prior to submittal to the City. Mark Thomas will review subconsultant submittals according to the same standards.

TASK 1 DELIVERABLES

- » Monthly Invoices and Progress Reports
- » Project Schedule and Updates
- » Meeting Agendas and Minutes
- » Exhibits and Presentation Materials
- » Quality Control Documents

TASK 2. ENGINEERING STUDIES AND FIELD INVESTIGATIONS

Task 2.1. Survey and Mapping

Mark Thomas will provide control surveys, establishing the horizontal and vertical control. Aerial photogrammetry (40 scale) and field survey will be performed based on horizontal control (NAD83) and vertical control (NAVD88).

Field survey will include data collection necessary for the task order needs and will include cross sections, visible utility and drainage facilities with invert elevations as necessary.

Task 2.2. Right of Way Mapping

Mark Thomas will perform record research of existing Record of Surveys, Subdivision and Parcel Maps, and Corner Records, to verify existing centerlines together with the necessary field survey ties. Mark Thomas will review Title Reports and supporting documents for use in determining property lines and easements to provide the base right of way map.

Task 2.3. Utility Coordination

Mark Thomas will identify and plot existing utility facilities within the project area from the acquired maps and as-builts, and coordinate with utility companies affected by the project. Mark Thomas will follow the Caltrans Utility Coordination Process (Caltrans Utility A-B-C Process). Any utility relocation, including adjustments to grade shall be processed and permitted with the various agencies and utility companies. We will coordinate and notify the City of any costs to be paid by the City for utility relocations early in the design process. *Caltrans Notice to Owner – Local Assistance Form LAPM 14-D will be executed with all utility companies to acknowledge utility work and define cost liability.*

We will pothole existing utilities crossings, underground structures, and other facilities that could pose a conflict with the proposed project. The Consultant shall track the progress/schedule of the utility company responses and relocation plan preparation in order to have the utility facility relocated prior to construction (preferred), or to ensure final approved utility relocation plans are documented in the City construction plans and the number of working days required by the utility company to construct their facilities clearly identified in the Special Provisions.

Task 2.4. Geotechnical Investigations

Mark Thomas, through our subconsultant Leighton, will provide pavement studies and geotechnical investigations necessary for each task order. The efforts will include field investigations with shallow corings for pavement analysis and deeper borings necessary for structural analysis.

Laboratory testing will be conducted on the sampled earth materials depending upon the project needs. Engineering analysis will develop findings and recommendations for design and construction. These will be documented in a memorandum or report, and include site conditions, geologic hazards, corrosivity, pavement, foundation design, liquefaction bedding and backfill and construction considerations.

Task 2.5. Roadway Hydrology & Hydraulics

Mark Thomas will prepare a roadway Hydrology and Hydraulics Report per the Los Angeles County Hydrology Manual for surface and any proposed storm drain facilities designed to accommodate surface runoff.

Task 2.6. Stormwater Quality

Draft Standard Urban Stormwater Mitigation Plan (SUSMP) per City of Glendale/City of Los Angeles/Los Angeles County SUSMP and Low Impact Development (LID) guidelines.

Task 2.7. Traffic Analysis

The Mark Thomas team will conduct AM peak and PM peak period intersection turning movement counts including bicycles and pedestrians and daily arterial volume counts at the intersection and compare to historical counts. Intersection Capacity Utilization (ICU) calculations will be performed and checked for deficiencies with and without the proposed improvements. Turning volumes will be input to Synchro and a SimTraffic simulation performed to establish the potential length of turn-pockets.

We will conduct a project screening analysis to determine if the project meets the VMT screening criteria included in the Los Angeles County Public Works Transportation Impact Analysis Guidelines (July 2020). The CONSULTANT will document results of the VMT screening review in a memorandum.

Task 2.8. Traffic Management Plan (TMP)

Mark Thomas will prepare a Transportation Management Plan (TMP) designed to assist the City to minimize traffic impact, reduce congestion, and improve mobility and efficiency during construction with an emphasis on maintaining safety for workers and traveling public.

Task 2.9. Assessment Needs Reports

The Mark Thomas team will prepare assessment needs reports as needed for existing or planned City facilities and buildings that may include parks, ADA compliance checks, facility space planning and programming, storm drain pump stations, sewer lift stations, and structural adequacy.

TASK 2 DELIVERABLES

- » Project Control, Aerial Photogrammetry, Topographic Base Map
- » Right of Way Mapping
- » Utility Coordination, Mapping, Potholing and Tracking Matrix
- » Draft and Final Studies and Reports for Tasks 2.4-2.9

TASK 3. ENVIRONMENTAL COMPLIANCE & PERMITTING

Task 3.1. CEQA Clearance

On State or locally funded projects, the Mark Thomas team will prepare the necessary environmental document in compliance with the California Environmental Quality Act (CEQA). This includes the preparation of the Notice of Exemption for a Categorical Exemption (CE), Initial Study (IS) leading to a Negative Declaration (ND) or Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR). The City would be the lead agency reviewing and approving these documents.

Task 3.2. NEPA Clearance

On Federally funded projects, an environmental document would be prepared in conformance with the National Environmental Policy Act (NEPA), with Caltrans being the lead agency for NEPA approval. This would include the preparation of the Categorical Exclusion, (CE), Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) or an Environmental Impact Study (EIS).

Task 3.3. Technical Studies/Memorandums

Supporting technical studies will be prepared as necessary in support of the environmental document. Preparation of one draft and one final analyses/memorandum/report for each potential topic, as needed, are included below:

- » Cultural Resources
- » Paleontological Resources
- » Biological Resources
- » Jurisdictional Delineation
- » VMT Analysis
- » Noise and Vibration Impact Analysis
- » Air Quality and Greenhouse Gas Emission Analysis
- » Phase 1 Initial Site Assessment (ISA)

Task 3.4. Regulatory Permitting

Regulatory permitting applications will be prepared as necessary to support the task orders, including, but not limited to:

- » United States Army Corps of Engineers (USACE) Section 404 Permit for the Clean Water Act (CWA)
- » Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification
- » California Department of Fish and Wildlife (CDFW) Code Section 1602 Streambed Alteration Notification

TASK 3 DELIVERABLES:

- » CEQA Environmental Documentation
- » NEPA Environmental Documentation
- » Draft & Final Technical Studies/Memorandums
- » Regulatory Permitting

TASK 4. DESIGN SERVICES

Task 4.1. Project Plans

Mark Thomas will prepare plan submittals at the 35% conceptual level, 65%, 95%, and 100% completion levels. Consultant submittals to City and other applicable agencies or stakeholders shall be complete and shall include all necessary plans, special provisions, estimates, reports, and documents for PS&E approval. *Projects within the Caltrans right of way will be designed fully to their standards.*

Mark Thomas will track and respond to each plan check comment in a matrix to minimize the number of plan check cycles required to achieve approved plans. Plans will be prepared in Autocad Civil 3D and submittals will be made electronically in PDF format. A listing of plans that may be required include:

- » Title/General Notes Sheets
- » Construction Details
- » Typical Cross Sections
- » Plan and Profile
- » Grading Plans
- » Utility Composite Plans and Details
- » Drainage Plan, Profiles and Details
- » Construction Staging/Traffic Handling
- » Sign and Striping Plans
- » Traffic Signal/ITS Plans
- » Street Light Plans
- » Retaining Wall Plans
- » Structure Plans
- » Landscape and Irrigations Plans

Task 4.2. Special Provisions

Develop technical specifications as Special Provisions in conformance with American Public Works Association (APWA) Green Book format, including necessary Caltrans standards and specifications, and provide copies of required permits and reference standard plans/materials to be inserted into the City's contract bid documents.

Task 4.3. Quantities & Cost Estimates

Provide a construction quantity take-off list broken down by sheet and an updated cost estimate for each plan check submittal and a final engineer's estimate of the project cost. The quantity calculations will be clear as to where the specific items are located, i.e., reference to station/offset or other method. Source of cost information and justification of bid item unit prices will be provided.

Task 4.4. Right of Way Engineering

A right of way requirements map will be prepared, as required, to identify any permanent or temporary right of way needs for the project. Preliminary Title Reports will be obtained, and legal descriptions and plats prepared identifying the area to be acquired. A Record of Survey will be prepared and files, as necessary.

TASK 4 DELIVERABLES:

- » 35% Conceptual Plans
- » PS&E submittals in PDF format at 65%, 95%, and 100% (Final) Submittals
- » Special Provisions in Word and PDF format at 65%, 95% and 100% (Final) Submittals
- » Quantity and Cost Estimates in Excel and PDF format at 65%, 95% and 100% (Final) Submittals
- » Response to Comments Matrix (PDF) at each submittal
- » Right of Way requirements map
- » Legal Descriptions and Plats
- » Record of Survey

TASK 5. BID PHASE SERVICES

Task 5.1. Bid Phase Services

Mark Thomas will support the city through the bidding process, providing the following:

- » Attendance at pre-bid meeting
- » Respond to inquiries
- » Assist in the preparation of contract addendums
- » Review of submitted bid documents and provide recommendations on for award of construction contract

TASK 5 DELIVERABLES:

- » Responses to inquiries
- » Contract addendums
- » Recommendations for award

TASK 6. CONSTRUCTION PHASE SERVICES

Task 6.1. Meetings

Mark Thomas will attend the pre-construction meeting as well as other construction meetings and field reviews as necessary.

Task 6.2. Requests for Information (RFIs)

Provide clarification of contract documents and responses to contractor RFIs to the City's construction manager. Plans or details will be revised as necessary.

Task 6.3. Shop Drawing/Submittal Review

Mark Thomas will review submittals and shop drawings as requested by the construction manager. The review of shop drawings shall include staging and traffic control, contractor's submittals for substitutions, construction contractor's alternative construction approval, and others as requested by the construction manager.

Task 6.4. Change Order Assistance

Consultant will review proposed change orders and make recommendations as requested by the Construction Manager. This effort may include independent cost estimating and schedule impacts.

Task 6.5. Construction Management Assistance (As Requested)

If desired, Mark Thomas can provide an additional level of support of city or consultant construction management staff including inspection; reviewing contractor invoices, quantities and progress payments; project acceptance and punch list development; and project close out.

Task 6.6. As-Built Preparation

Mark Thomas will incorporate as-built revisions clouded and noted in the revision block using contractor's record red lines. It is assumed that the Contractor supplied red line drawings are a standalone document, clearly showing all field changes, with no references to RFIs or submittals.

TASK 6 DELIVERABLES:

- » Responses to RFI, Shop Drawings and Submittals
- » Plan Revisions, as necessary
- » Recommendations on change orders
- » As-Built Plans

TASK 7. FUNDING ASSISTANCE & ADMINISTRATION

Task 7.1. Grant Funding Preparation

Mark Thomas has in-house capabilities to identify, track and prepare grant funding applications to assist in securing outside funding for the City's projects.

Task 7.1.1. Grant Funding Research

Mark Thomas will conduct research to identify grant resources including, federal, state, Metro, other regional agencies, and organizations at all levels, that target elements of the City's CIP, funding needs, and priorities. The funding sources will be documented in a grant funding resource table that will include grant funding program, eligible components, dates of next funding opportunity, and success probability.

Task 7.1.2. Grant Proposal Development

Grant funding applications can vary widely based upon the various program requirements. In general, all applications will include the preparation of grant narratives, maps and exhibits, and letters of support, however, the length of narratives can change and not all funding programs require benefit cost analyses (BCAs). This scope will be developed depending on the particular grant being pursued.

Task 7.2. Grant Funding Administration

On State and Federally funded projects, Mark Thomas will prepare and coordinate the necessary documents for the advancement of the project through the phases of work, including Preliminary Engineering (PE), Right of Way (ROW), Utility (ROW/UTIL) and Construction (CON), as well as the obligation of funding through the California Transportation Commission (CTC). Tasks include the following:

Task 7.2.1. Right of Way Certification

The ROW certification will be prepared using the Short Form 13A when there is no ROW required or utility relocation other than the valve or MH adjustments. The form will be prepared and submitted to the City to sign and forward to Caltrans for each Grant. This includes coordination with Local Assistance. The City is responsible for the ROW Certification process which includes the approval process by Caltrans to be able to sign the document. Each funding program will have its own ROW certification

Task 7.2.2. Request for Authorization (RFA)

The RFA is required for each funding program. We will prepare the Form 3A for each funding program based upon information provided by the City. The RFA will require continual coordination with Caltrans to assure them the project is ready for construction and all applicable Federal requirements are included. Form 12-G to be completed by the City.

Task 7.2.3. CTC Request for Obligation

Prior to requesting funds, the City must apply for funding obligation from the California Transportation Commission (CTC). This includes coordination with Metro for signatures and funding availability. The CTC request form is provided in Caltrans Local Assistance Program Guidelines (LAPG) under Chapter 22.

Task 7.2.4. Reporting

Mark Thomas will assist in the preparation of invoices and requests for reimbursement as well as preparing award packages and final reports of expenditures.

TASK 7 DELIVERABLES (AS NEEDED):

- » Listing of funding programs
- » Funding Grant applications
- » *Right of Way Certification*
- » *Request for Authorization*
- » *Request for Obligation*

TASK 8. ADDITIONAL SERVICES

Task 8.1. Plan Checking

Mark Thomas can provide inhouse plan checking services of capital improvements being prepared by developers or outside agencies such as Metro, San Gabriel Valley Council of Governments, etc. Reviews will include all aspects of the project including street improvements, grading, site improvements, stormwater quality compliance, review of supporting reports such as hydrology & hydraulics, traffic, lighting, utilities, as well as right of way documentation, including tract and parcel maps.

Task 8.2. Construction Management

Mark Thomas has the capability to provide full-service construction management services in support of your projects, including construction manager, resident engineer, inspector, and office engineer positions.

CONTRACT AGREEMENT



CONTRACT AGREEMENT

Mark Thomas has reviewed the City's sample contract agreement. We have provided notes for the City's review and consideration.

» Section 10 – Indemnification

- Request to change language as follows:
 - Consultant hereby agrees to protect, indemnify, **but not defend**, and hold the City and its employees, **and** officers ~~and servants~~ free and harmless from any and all losses, ~~claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder~~ **but only to the extent that any of the above are actually caused by the negligent performance of the work hereunder**, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder. **Consultant has no obligation to pay for any of the indemnitees' defense related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.**

» Section 14 – Termination

- Request to change language as follows:
 - A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. **The Consultant may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the City.** If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.

» Section 15 – Resolution of Disputes

- Strike Section B from agreement (contains prevailing party language).

» Section 27 – Court Costs

- Strike second paragraph from agreement (contains prevailing party language).



ADDENDUM NO. 1

ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES RFP 22-8

IN THE CITY OF MONTEBELLO, CALIFORNIA

This addendum forms a part of the Request for Proposals (RFP) for the above-mentioned RFP and modifies the original RFP Documents as noted below. Portions of the Documents, not specifically mentioned in the Addendum, remain in force.

Pre-Proposal Questions and Responses from the City:

Q1: Is there a total page limit?

A1: Section C of the RFP (page 8) includes a page limit for each section of the proposal which totals 62 pages, not including the documents described in Item IV "Other Documents."

Q2: Do all sub-consultants need to be identified in this proposal? Or can other minor sub-consultants be added later on a per project basis?

A2: The City has a variety of projects that may be assigned to one of the on-call consultants and the scope of work described in the RFP is intended to demonstrate the variety of roles and assignments that may be required on the consultant. However, this list is not all inclusive and specific tasks will be negotiated to meet project needs. Proposals should include major consultants that will help strengthen the responsiveness of the proposal. Minor sub-consultants that are not listed in the proposal may be added for specific tasks to meet project needs and would be part of the scope and fee negotiation for specific tasks/projects.

Q3: Does the City want one set of rates that will be used for the entire 3 year contract? Or one set of rates for each year of the contract?

A3: This is at the discretion of the Proposer. And, rates will be negotiated after the scoring of the proposals.

Q4: Can you please clarify that the response should be electronically submitted via PlanetBids in lieu of hard copies?

A4: Proposals must be submitted electronically using PlanetBids.



City of Montebello

Q5: The RFP states that the city intends to select up to four (4) most qualified consultants to establish a bench list for on-call services, do you plan on selecting 4 firms per category listed (1. Projects funded with State and Federal funds, 2. Miscellaneous Engineering Services, 3. Private Development Projects) or do you plan on selecting 4 firms to provide all services listed?

A5: The City reserves the right to select any number of consultants for the on-call bench list, up to a maximum of four (4).

Q6: Is there a contract maximum amount for each of the 4 firms selected for the on-call services? If so, what is the maximum contract amount for the 3 years?

A6: The City's standard practice is to recommend award of an initial 3-year contract (with an option for two 1-year extensions) with an initial maximum aggregate value of \$1.0 million. Individual tasks (Letters of Engagement) are awarded per project, with any single task valued over \$50,000 requiring City Council approval. The tasks are individually negotiated for the scope required. The aggregate amount for the contract will be increased as required during term of the contract.

A handwritten signature in blue ink, appearing to be 'James Enriquez'.

5/26/2022

James Enriquez, P.E.
Director of Public Works

Date

I ACKNOWLEDGE RECEIPT OF ADDENDUM NO.1 AND ACCEPT THE
AFOREMENTIONED.

6/2/2022

Date

Darin Johnson,

A handwritten signature in blue ink, appearing to be 'Darin Johnson'.

Print Name, Signature

Move Forward



IRVINE

2121 Alton Parkway, Suite 210
Irvine, CA 92606
(949) 477-9000

San José • Carmel • Cupertino
Fresno • Inland Empire • Irvine
Lakewood • Oakland • Roseville
Sacramento • Walnut Creek



markthomas.com

Exhibit B

Sample Engagement Letter

_____, 20__

ENGAGEMENT LETTER FOR CONSULTANT SERVICES

SUBJECT: _____
AGREEMENT NO. _____
TASK NO. _____

The purpose of this Engagement Letter is for the City of Montebello (the "City") to engage _____ (the "Consultant") to provide construction management and inspection services pursuant to terms and conditions of the Master Retainer Agreement (Agreement No. _____) approved by the City Council on _____, 20__ and entered into by and between the City of Montebello and Consultant, in the manner set forth in Exhibit A, "Scope of Services" of the Master Retainer Agreement.

The Scope of Work to be completed pursuant to this Engagement Letter and the cost breakdown are set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall not exceed _____ dollars (\$_____.__), without prior written approval. The charges and hourly rates shall not exceed those stated and in effect when the Master Retainer Agreement was approved on _____ and as stated in the fee schedule attached hereto as Exhibit B.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the Director of Public Works / City Engineer. Pursuant to Government Code 87300 *et seq.*, Consultant has provided (for submittal to the City Clerk) a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Public Works Director pending issuance of a "Notice to Proceed."

THE CITY OF MONTEBELLO

[INSERT CONSULTANT NAME]

Recommended By:

By: _____

Its: _____

Rene Bobadilla, P.E.
City Manager

Date: _____

Approved By:

City Attorney

Date: _____

Exhibits:

- A. Scope of Work/Services under Engagement Letter and Cost Breakdown
- B. Master Agreement Fee Schedule

Exhibit C

Fee Schedule

EXHIBIT A

Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2023*

HOURLY CHARGE RATE RANGES
Engineering Services

Intern	\$47 - \$86
Technician	\$65 - \$130
Planner I	\$77 - \$110
Design Engineer I	\$91 - \$138
Planner II	\$100 - \$130
Sr. Technician	\$112 - \$172
Design Engineer II	\$118 - \$161
Project Engineer	\$139 - \$182
Sr. Project Engineer	\$150 - \$216
Sr. Technical Engineer	\$150 - \$216
Project Manager	\$180 - \$244
Technical Lead	\$180 - \$244
Sr. Project Manager	\$209 - \$313
Sr. Technical Lead	\$200 - \$313
Engineering Manager	\$265 - \$360
Practice Area Leader	\$265 - \$360
Sr. Engineering Manager	\$295 - \$429
Principal	\$380 - \$478

Survey Services

Survey Intern	\$59 - \$103
Survey Technician	\$77 - \$120
Sr. Survey Technician	\$88 - \$172
Surveyor	\$106 - \$155
Sr. Surveyor	\$121 - \$182
Lead Survey Technician	\$118 - \$207
Project Surveyor	\$147 - \$207
Sr. Project Surveyor	\$162 - \$224
Survey Manager	\$177 - \$258
Sr. Survey Manager	\$203 - \$282
Survey Division Manager	\$265 - \$378
** Single Chief	\$144 - \$207
** Single Instrumentman	\$137 - \$182
** Single Chainman	\$129 - \$179
** Apprentice	\$64 - \$152
** 1 Person Field Crew	\$144 - \$207
** 2 Person Field Crew	\$273 - \$412
** 3 Person Field Crew	\$337 - \$591

Construction Management Services

Office Technician	\$59 - \$103
Office Engineer	\$103 - \$207
** Asst. Resident Engineer	\$147 - \$283
** Inspector - CM	\$147 - \$283
RE/Structural Representative	\$192 - \$343
Project Manager - CM	\$192 - \$310
Sr. Project Manager - CM	\$206 - \$343
Area Manager - CM	\$289 - \$447
Division Manager - CM	\$265 - \$343

Project Support/Coordination Services

Project Assistant	\$65 - \$103
Technical Writer	\$62 - \$110
Sr. Project Assistant	\$91 - \$130
Project Coordinator	\$88 - \$138
Graphic Designer	\$94 - \$155
Sr. Technical Writer	\$94 - \$169
Project Accountant	\$94 - \$155
Sr. Project Coordinator	\$118 - \$165
Sr. Graphic Designer	\$106 - \$189
Sr. Project Accountant	\$147 - \$213
Sr. Graphic Manager	\$133 - \$207

District Management Services

** Inspector - Apprentice	\$62 - \$100
** Inspector	\$91 - \$134
** Sr. Inspector	\$115 - \$158
Assistant Sanitary Engineer	\$130 - \$175
Associate Sanitary Engineer	\$144 - \$207
Sanitary Project Engineer	\$144 - \$237
Sr. Sanitary Project Engineer	\$183 - \$282
Operations Manager	\$209 - \$313
Deputy District Manager	\$259 - \$337
District Manager-Engineer	\$289 - \$357

Urban Planning/Landscape Architecture Services

Landscape Intern	\$44 - \$86
Landscape Designer I	\$77 - \$110
Landscape Designer II	\$100 - \$130
Landscape Architect	\$103 - \$189
LAUD Project Manager	\$174 - \$237
Sr. LAUD Project Manager	\$206 - \$268
LAUD Division Manager	\$230 - \$271
Sr. LAUD Division Manager	\$242 - \$302

Grant Writing Services

Funding Specialist	\$140 - \$148
Sr. Funding Specialist	\$170 - \$180

Special Services

Expert Witness	\$440 - \$466
Strategic Consulting	\$440 - \$466

Note: Additional Promotional Steps Exist within Various Rate Categories
OTHER DIRECT COSTS
Reimbursables including, but not limited to:

Reproductions, Delivery and Filing Fees	Cost Plus 5%	Outside Consultant Fees	Cost Plus 5%
Mileage	Per IRS Rate	Survey Field Expenses	Cost Plus 5%

* Rates subject to escalation with new hourly rate schedule as of July 1, 2023

** These charge rates are subject to Prevailing Wage laws and Union contract.

Rate Schedule

Labor Classification	Hourly Rate 2022	Hourly Rate 2023	Hourly Rate 2024	Hourly Rate 2025	Hourly Rate 2026
Principal	\$250	\$258	\$265	\$273	\$281
Principal Engineer	\$250	\$258	\$265	\$273	\$281
Project Manager	\$245	\$252	\$260	\$268	\$276
Project Engineer	\$221	\$227	\$234	\$241	\$248
Senior Construction Manager	\$205	\$211	\$217	\$224	\$231
Construction Manager	\$175	\$180	\$186	\$191	\$197
Senior Engineer	\$203	\$209	\$215	\$221	\$228
Senior Field Engineer / Inspector	\$170	\$175	\$180	\$186	\$191
Field Engineer / Inspector	\$155	\$160	\$164	\$169	\$174
Associate Engineer	\$155	\$160	\$164	\$169	\$174
Staff Engineer	\$140	\$144	\$148	\$153	\$157
Financial Analyst	\$128	\$132	\$136	\$140	\$144
Senior Designer / Senior CADD Technician	\$110	\$114	\$117	\$121	\$124
Designer / CADD Technician	\$102	\$105	\$109	\$112	\$115
Assistant Engineer	\$101	\$104	\$107	\$111	\$114
Engineering Technician	\$93	\$96	\$99	\$102	\$105
Engineering Aide	\$79	\$81	\$84	\$86	\$89
Office Support	\$79	\$81	\$84	\$86	\$89
Data or Word Processing	\$77	\$79	\$81	\$84	\$86

Arellano Associates Rate Schedule 2022

Staff	Year 1 Rate (Fully Burdened Labor)	Year 2 Rate at 3% Increase	Year 3 Rate at 3% Increase
Principal-in-Charge	\$ 305.18	\$ 314.34	\$ 323.77
Senior Project Manager	\$ 228.89	\$ 235.75	\$ 242.83
Project Manager	\$ 190.74	\$ 196.46	\$ 202.36
Deputy Project Manager	\$ 165.31	\$ 170.27	\$ 175.38
Creative/Tech Lead	\$ 165.31	\$ 170.27	\$ 175.38
Senior Project Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Senior Creative/Tech Coordinator	\$ 139.88	\$ 144.07	\$ 148.39
Project Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Creative/Tech Coordinator	\$ 101.73	\$ 104.78	\$ 107.92
Assistant Project Coordinator	\$ 71.21	\$ 73.35	\$ 75.55

RATE SHEET

CITY OF MONTEBELLO



BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
 1511 COTA AVENUE
 LONG BEACH, CA 90813
 PH: 562-912-7900

POINT-OF-CONTACT:
 EDWARD LOK NG, PRESIDENT
 LOK.NG@BOAARCHITECTURE.COM

Please see the following Fee Schedule for personnel assigned to projects for the City of Montebello.

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.
- The above rates apply to any additional services needed beyond the scope of work.



Land Surveying – Pricing Proposal

Billing Rates		
Project Classification/Title	Straight Time	Overtime
Principal In Charge	\$ 201.59	N/A
LS Project Manager	\$ 210.32	N/A
Survey Tech	\$ 134.39	\$ 201.59
Certified Party Chief 1	\$ 167.48	\$ 251.22
Certified Party Chief 2	\$ 154.04	\$ 231.06
Party Chief	\$ 148.53	\$ 222.80
Chainman	\$ 137.83	\$ 206.75
Chainman App Step 1	\$ 57.90	\$ 86.85
Chainman App Step 2	\$ 67.55	\$ 101.33
Chainman App Step 3	\$ 77.20	\$ 115.80
Chainman App Step 4	\$ 86.94	\$ 130.41
Chainman App Step 5	\$ 95.10	\$ 142.65
Chainman App Step 6	\$ 103.37	\$ 155.06
Chainman App Step 7	\$ 110.26	\$ 165.39

We look forward to the opportunity to work with your firm. We are a Certified MBE SBE DBE firm and are a signatory to the Operating Engineers, Local 12 Labor Agreement.

Thank you for your consideration of this proposal. If you have any questions or would like additional information, please contact us at (909) 484-4200.

CL SURVEYING AND MAPPING, INC.

Lam Le LS 8231
 DIR: 1000007166 Exp. 06/30/22
 DBE 38284
 President

400 E Rincon St, Ste 202
 Corona, CA 92879



Earth Mechanics, Inc.

Geotechnical & Earthquake Engineering

EARTH MECHANICS, INC. SCHEDULE OF FEES June 2022 – June 2023

Classification	Hourly Billing Rate
Principals	\$300
Principal Engineers/Geologists	\$300
Senior Engineers/Geologists	\$225
Senior Project Engineers/Geologists	\$193
Project Engineers/Geologists	\$175
Senior Staff Engineers/Geologists	\$159
Staff Engineers/Geologists	\$133
Senior Technicians*	\$154
Technicians*	\$77
Administrative Assistants*	\$129

* Non-exempt staff subject to overtime pay per California law.

Reimbursable Expenses

Auto mileage is invoiced at IRS rate per mile. Other travel-related expenses, shipping, reproduction, express mails, supplies and other reimbursable expenses will be invoiced at cost.

Subcontractors

Consultants and other outside services will be invoiced at cost.

Firm: GPA Consulting

Classification	Fully Loaded Salary Rates (Min - Max)			
Principal Environmental Planner	\$ 219.59	(min)	\$ 334.93	(max)
Principal Architectural Historian	\$ 219.59	(min)	\$ 334.93	(max)
Senior Associate Environmental Planner	\$ 159.69	(min)	\$ 249.12	(max)
Senior Associate Architectural Historian	\$ 159.69	(min)	\$ 221.44	(max)
Senior Associate Biologist	\$ 159.69	(min)	\$ 221.44	(max)
Senior Environmental Planner	\$ 119.25	(min)	\$ 179.92	(max)
Senior Architectural Historian	\$ 119.25	(min)	\$ 179.92	(max)
Senior Biologist	\$ 119.25	(min)	\$ 179.92	(max)
Senior GIS Analyst	\$ 119.25	(min)	\$ 179.92	(max)
Associate Architectural Historian	\$ 97.27	(min)	\$ 119.25	(max)
Associate Biologist	\$ 97.27	(min)	\$ 119.25	(max)
Associate Environmental Planner	\$ 97.27	(min)	\$ 119.25	(max)
Environmental Planner	\$ 59.87	(min)	\$ 97.27	(max)
Biologist	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, II	\$ 59.87	(min)	\$ 97.27	(max)
Architectural Historian, I	\$ 58.13	(min)	\$ 72.66	(max)
Project Coordinator	\$ 86.78	(min)	\$ 119.25	(max)
Intern	\$ 55.36	(min)	\$ 58.13	(max)

Other Direct Costs to be billed At Costs

Postage/Delivery
 Reproduction/Materials and Outside Copies
 Travel (Airfare, Hotel, Rental Car)
 Public Outreach Exhibits
 Record Search
 Permit/Filing Fees
 Subconsultants
 Mileage Costs - *Billed as IRS Allowable*

Standard Fee Schedule for Year 2022 – June 30, 2023

STAFF LEVEL	HOURLY RATE
Principal	\$ 215
Senior Project Manager	\$ 205
Project Manager	\$ 195
Senior Engineer	\$ 185
Assistant Project Manager	\$ 170
Project Engineer	\$ 145
Assistant Engineer	\$ 120
Technical Support	\$ 100
Administrative Support	\$ 65

The above rates are effective to June 30, 2023. After the date specified, the labor rates may be adjusted to compensate for labor adjustments and other increases in labor costs.

The cost of printing, mileage, mailing and other expenses incidental to the performance of the services are not included in the hourly rates of above listed hourly rate schedule.



MONUMENT RIGHT-OF-WAY 2022 HOURLY RATE SCHEDULE

Right of Way Management & Implementation	
Program Manager / Principal	\$250.00 per hour
Senior Project Manager	\$180.00 per hour
Senior Utility Project Manager	\$180.00 per hour
ROW Project Manager / Utility Project Manager	\$155.00 per hour
Utility Coordinator	\$105.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$125.00 per hour
Acquisition Agent / Relocation Agent	\$105.00 per hour
Project Coordinator / Researcher	\$90.00 per hour
Project Support / Administrative	
Professional Staff	\$80.00 per hour
Project Support Specialist	\$70.00 per hour

The above hourly rates are exclusive of local travel/mileage, photocopying, first class postage and overnight courier service. These expenses including out-of-pocket expenses such as pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event Monument is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

Monument will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice. Upon completion of services, the remaining unbilled amount of the project balance shall become immediately due and payable.

RATE SCHEDULE WORKSHEET

SOLICITATION NO. 22-8

TITLE OF SOLICITATION

City of Montebello On-Call Architectural and Engineering Design Services

NAME OF OFFEROR

TATSUMI AND PARTNERS, INC.

HOME OFFICE ADDRESS

49 DISCOVERY, SUITE 120, IRVINE, CA 92618

POINT OF CONTACT

NAME: BEVERLY KAWAMOTO

PHONE/EMAIL: 949-453-9901/beverly@tatsumiandpartners.com

EMPLOYEE NAME	CLASSIFICATION	2022 FULLY LOADED RATE
David Tatsumi	Senior Principal	\$288.42
Michael Aceves	Senior Associate	\$177.91
Sambath Ork	Senior Technical Staff	\$132.83
Jimmy Ogata	Senior Designer	\$132.83
Weywantheawy Kang	Technical Staff III	\$117.65
Kenton Quinn	Technical Staff III	\$113.09
Alexa Miranda Flores	Technical Staff I	\$92.60
Guadalupe Rodriguez	Technical Staff I	\$92.60

REIMBURSABLES

GPS Tree Location Equipment	As Needed: Rate/Day	\$123.91
Mileage	500 miles @ .585/mile	\$292.50

City of Montebello | On-Call Architectural and Engineering Design Services
Standard Hourly Rate Sheet

<u>Classification</u>	<u>Rate</u>
Principal	\$ 240.00/Hr
Registered Traffic Engineer	\$ 240.00/Hr
Senior Project Manager (Registered)	\$ 236.00/Hr
Project Manager (Registered)	\$ 215.00/Hr
Senior Project Engineer (Registered)	\$ 209.00/Hr
Project Engineer	\$ 175.00/Hr
Senior Associate Engineer	\$ 155.00/Hr
Senior Design Engineer	\$ 148.00/Hr
Design Engineer	\$ 143.00/Hr
CADD Manager/Senior Designer	\$ 148.00/Hr
Microstation CADD/Technician	\$ 148.00/Hr
Administration/Office Support	\$ 99.00/Hr

Non-Labor Expenses

Mileage (local)	Federal Rate¢ per Mile
Printing	Cost plus 5%
Reproduction (Blue lines)	Cost plus 5%
Other Expenses (such as sub-consultants, outside services or special equipment needs)	Cost plus 5%

*The above rates will be held for the duration of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339	CONTACT NAME: Asero Insurance Services PHONE (A/C, No, Ext): 866-966-8928 FAX (A/C, No): 408-271-1802 E-MAIL ADDRESS: certs@aseroins.com INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Continental Casualty Company INSURER C: Continental Insurance Company INSURER D: National Fire Insurance Co of Hartford INSURER E: INSURER F:
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134	NAIC # 20508 20443 35289 20478

COVERAGES**CERTIFICATE NUMBER:** 69389413**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Deductible - None GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	6078951385	9/15/2021	9/15/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	6078951371	9/15/2021	9/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$1,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$0			6078951399	9/15/2021	9/15/2022	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 Deductible - None \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	☒	6078951418	9/15/2021	9/15/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased, Borrowed Or Rented Equipment			6078951385	9/15/2021	9/15/2022	Per Item Limit: \$200,000 Per Occurrence Limit: \$200,000 Limit/ Deductible: \$1,000,000/\$5,000
A	Restoration of Media Coverage (Valuable Papers)			6078951385	9/15/2021	9/15/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #22-000179
Re: Montebello - As-Needed Services; Agreement No. 3999
City of Montebello, named as additional insured

The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER**CANCELLATION**

Job #22-000179 City of Montebello 1600 W. Beverly Blvd Montebello CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joe Longwello
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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Asero Insurance Services		NAMED INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Montebello

ADDRESS: 1600 W. Beverly Blvd Montebello CA 90640

Commercial General Liability Blanket Additional Insured - Owners, Lessees Or Contractors - With Products-Completed Operations Coverage Endorsement and Primary and Noncontributory Insurance as required by written contract per attached form CNA75079XX (10-16).
Commercial General Liability Waiver Of Transfer Of Rights Of Recovery Against Others To The Insurer Endorsement as required by written contract per attached form CNA75008XX (10-16).

Commercial Auto Liability Additional Insured - Primary And Non-Contributory as required by written contract per attached form CNA71527XX (Ed. 10/12).
Commercial Auto Liability Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) as required by written contract per attached form CA 04 44 10 13.

Workers' Compensation Blanket Waiver Of Our Right To Recover From Others as required by written contract per attached form G-19160-B (Ed. 11/97).

*Subject To Policies Terms, Conditions, and Exclusions



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
Page 2 of 2

Policy No: 6078951385
Endorsement No:
Effective Date: 09/15/2021

Insured Name: MARK THOMAS & COMPANY, INC.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organizations with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
"Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II – Who Is An Insured of this Coverage Form."

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II – LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2021

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have agreed in writing
in a contract or agreement to waive any right of recovery
against such person or organization, but only if the contract
or agreement:

1. Is in effect or becomes effective during the term
of this policy; and
2. Was executed prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Doris A. Chambers PHONE (A/C, No, Ext): (510) 272-1499 E-MAIL ADDRESS: Doris.Chambers@AssuredPartners.com FAX (A/C, No):
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Suite 110 San Jose CA 95134	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 6003745 MARKTHOMA	NAIC # 37885

COVERAGES**CERTIFICATE NUMBER:** 1882124837**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability & Contractor's Pollution Liability			DPR9994490	7/1/2022	7/1/2023	\$1,000,000 Per Claim \$1,000,000 Annl Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: 22-000179 - Montebello - As-Needed Services; Agreement No. 3999 - Notice of Cancellation: It is understood and agreed that in the event of cancellation of the policy for any reason other than nonpayment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non payment of premium, 10 days written notice will be sent to the above.

CERTIFICATE HOLDER**CANCELLATION** 30 Day NOC/10 Day for NonPay of Prem

City of Montebello
1600 W. Beverly Blvd
Montebello CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4000 WITH H.W. LOCHNER, INC. FOR ON-CALL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4000 between the City of Montebello and H.W. Lochner, Inc., formerly known as KOA Corporation, 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:

H.W. Lochner, Inc. (formerly known as KOA Corporation) currently provides citywide on-call architectural and engineering design services to the City of Montebello on an as-needed basis. Staff is recommending the approval and execution of Amendment No. 1 to Agreement No. 4000 (Attachment A), which would extend the term of the agreement by one (1) additional year, through June 30, 2026. The master agreement's total not-to-exceed amount will remain unchanged at Two Million Dollars (\$2,000,000).

The agreement is administered by the Department of Public Works and is supported through a combination of funding sources, including Measure R, Measure M, Proposition A, Proposition C, and Gas Tax.

H.W. Lochner, Inc. is currently providing engineering support for several active Capital Improvement Projects (CIPs), including the new traffic signal on Whittier Boulevard and

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 3

6th Street, the Olympic Boulevard Feasibility Study, the Plaza Drive Pavement Rehabilitation Project, and Design of three traffic signals at the intersections of Beverly Boulevard and Maple Avenue, Whittier Boulevard and Garfield Avenue, and Whittier Boulevard and Montebello Boulevard — per the First Mile Last Mile Plan. These complex, multiphase projects require continuity in professional services to ensure successful completion. Extending the agreement will enable Lochner to provide ongoing technical support and project management assistance necessary to close out these and other key infrastructure initiatives.

BACKGROUND/DISCUSSION:

On July 1, 2022, the City of Montebello entered into Agreement No. 4000 with KOA Corporation to provide professional on-call engineering services. In December 2022, KOA was acquired by H.W. Lochner, Inc. (Attachment C). As such, all contracts pertaining to KOA Corporation are now under the purview of H.W. Lochner, Inc.

Agreement No. 4000 was the result of a formal competitive selection process conducted through Request for Proposals (RFP) No. 22-8, which sought qualified consultants to support the City's CIPs. The original agreement was structured as a three-year term, expiring on June 30, 2025, with the option to extend the contract for up to two (2) additional one-year terms at the City's discretion.

Since the agreement's inception, H.W. Lochner, Inc. has consistently delivered high-quality engineering services to the City on an as-needed basis. Their scope of services has included, but is not limited to, civil and structural design, plan review, traffic engineering, cost estimating, and project management support. Notably, the firm has played a significant role in several key CIP projects, such as the Traffic Signal Design for Whittier Boulevard and 6th Street and various citywide infrastructure improvements. Given their ongoing involvement and familiarity with the City's processes, procedures, and project history, the continuity of H.W. Lochner, Inc.'s services is critical to the timely and successful completion of these efforts.

In light of their performance and the continuing need for their services, City staff recommend exercising the first one-year extension option as outlined in Section 1 of Agreement No. 4000 (Attachment B). Approval of Amendment No. 1 will formally extend the agreement's term through June 30, 2026, under the existing terms and conditions. This extension will ensure that the City retains experienced and capable engineering support as it advances on-going CIPs.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City extend the term of Professional Services Agreement No. 4000 through June 30, 2026 by approving Amendment No. 1; and authorize the City Manager to execute Amendment No. 1 (Attachment A).

ATTACHMENT(S)

1. Attachment A - Amendment No 1 to Agreement No. 4000
2. Attachment B - KOA Corporation Agr. 4000
3. Attachment C - Aquisition Letter

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 4000
WITH H.W. LOCHNER, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 11th day of June 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and H.W. Lochner, 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. 4000 for On-Call Architectural and Engineering Design Services by and between the City of Montebello and KOA Corporation, dated July 1, 2022 ("Agreement"), pursuant to which City retained Contractor to provide On-Call Architectural and Engineering Design Services, as further described in the Agreement; and

WHEREAS, KOA Corporation was acquired by H.W. Lochner, Inc. as of December 20, 2022.

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

WHEREAS, The Agreement at Section 1.**TERM** provides, 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 TO AGREEMENT NO. 4000

SECTION 1. "Term." The Parties hereby acknowledge the exercise of Section 1. Term of Professional Services Agreement No. 4000, Amendment No. 1 which allows for the extension of the Agreement for an additional one (1) year. The original termination/expiration date of the Agreement, as set on June 30, 2025, is hereby extended, and the Agreement will now terminate on June 30, 2026. This extension is in accordance with the provisions outlines in the Agreement, demonstrating the City's

AMENDMENT NO. 1 TO AGREEMENT NO. 4000

Page 2 of 3

commitment to the continued provisions of On-Call Architectural and Engineering Design Services by H.W. Lochner, 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.

[END OF AMENDMENT NO. 1]

AMENDMENT NO. 1 TO AGREEMENT NO. 4000

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")

H.W. LOCHNER, Inc.

Raul Alvarez, City Manager

Giuseppe Canzonieri, P.E.
Principal, Southern CA Design Lead

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
MASTER RETAINER AGREEMENT NO. 4000
WITH KOA CORPORATION

THIS MASTER RETAINER AGREEMENT for professional construction management and inspection services ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation (the "City") and KOA Corporation, (the "Consultant"). The City and the Consultant are referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the City desires to retain the Consultant to perform professional consulting services for the City on an as-needed, per-project basis;

WHEREAS, the Consultant is willing to perform the services defined herein on an as-needed, per-project basis;

WHEREAS, the Consultant represents that the principal representative stated below is authorized to act as such on behalf of the Consultant; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. The Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

1. **TERM.** The Term of this Agreement is for three (3) years, commencing on July 1, 2022, and shall expire on June 30, 2025. Upon conclusion of the Term, this Agreement shall renew automatically for a maximum of two (2) one-year extension terms, unless the City issues written notice of its intent not to authorize any additional extension term(s). Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.
2. **REPRESENTATIVES OF PARTIES AND SERVICE OF NOTICE.** The representatives of the Parties who are primarily responsible for the administration and performance of the Agreement, and to whom formal notice, demands, and communications shall be given, are as follows:

A. For the City:

James Enriquez, P.E.
Director of Public Works / City Engineer
1600 W. Beverly Blvd.,

MASTER RETAINER AGREEMENT NO. 4000

Page 2 of 14

Montebello, CA 90640
(323) 887-1462
jenriquez@cityofmontebello.com

B. For the Consultant:

Giuseppe Canzonieri, P.E.
Vice President, Sr. Engineer
KOA Corporation
1100 Corporate Center Drive, Suite 201
Monterey Park, CA 91754
(323) 260-4703
gcanzonieri@koacorp.com

- C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or mail.
- D. If the name of the principal representative designated to receive the notices, demands, or communication, or the address of such person, is changed, written notice shall be given within seven (7) calendar days of said changes.
- E. Any project awarded by Engagement Letter under this agreement will be managed by a designated Civil Engineer who shall serve as the City's Project Manager ("CPM"). The CPM's duties include, but are not limited to, overseeing the Consultant's performance of the Scope of Services pursuant to any Engagement Letter entered into between the City and the Consultant.
3. **RETENTION.** The City retains the Consultant to provide professional consultant services on an as-needed, per-project basis, in accordance with the terms of this Agreement. Consultant agrees to render such services on the terms and conditions stated herein.
4. **SCOPE OF SERVICES.** The scope of such services for which the Consultant may be retained under the Agreement shall be for professional services, generally described as architectural and engineering design services, and as described in detail in the Scope of Services (attached hereto as Exhibit "A").

The City shall request project proposals from the Consultants qualified for the specific category applicable to the project. The Consultant awarded the project shall execute a project-specific Engagement Letter (sample attached as Exhibit "B"). Engagement Letters shall define the scope of work for the specific project, the timeline for completion, and anticipated cost for the project. Such Engagement Letter shall identify the specific category of the work the Consultant undertakes pursuant to the Engagement Letter.

At the time of entering into an Engagement Letter, the Consultant shall furnish: a) a current City of Montebello Business License; and b) a current certificate of insurance.

MASTER RETAINER AGREEMENT NO. 4000

Page 3 of 14

The Consultant agrees that the services to be rendered pursuant to any project awarded by Engagement Letter and this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services, and in a manner reasonably satisfactory to the City.

5. COMPENSATION.

Execution of this Master Retainer Agreement does not guarantee that the City will execute any number of Engagement Letters. The City agrees to pay Consultant for services provided under any Engagement Letter entered into between the City and Consultant, in accordance with the Fee Schedule attached hereto as Exhibit "C." The City agrees to compensate the Consultant for the services provided under this Agreement to the City's satisfaction, as solely determined by the City. The Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Fee Schedule (attached hereto and incorporated by reference as Exhibit "C"). Consultant agrees that the fees for services provided pursuant to any Engagement Letter, during the term of this Agreement, shall not exceed the rates and costs set forth in the Fee Schedule, attached hereto as Exhibit "C," unless the City has given specific advance approval in writing.

Consultant acknowledges that the total compensation for any project shall not exceed the maximum compensation stated in the Engagement Letter. Total compensation includes all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and all costs arising from or due to termination or expiration of this Agreement.

The total aggregate sum of all Engagement Letters executed under this Master Retainer Agreement shall not exceed TWO MILLION dollars with no cents (\$2,000,000.00) without City Council approval and written authorization from the Director of Public Works/City Engineer.

Consultant shall submit invoices in hard copy and electronically to the Project Manager within fifteen (15) days from the end of each month in which services have been provided. Consultant shall provide invoices with sufficient detail to ensure compliance to pricing as set forth in this Agreement.

Original invoices on Consultant's letterhead with original signatures shall be submitted to the CPM. All invoices shall include, but not be limited to, the following:

1. Project Name
2. Project Name/Number
3. Specialty Category Code and Title
4. Purchase Order Number
5. Invoice Date
6. Invoice Number (Progressive and Unique to Project)

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7. Details of work performed or completed during the invoiced period, along with assigned staff's hourly rate, number of hours worked and subtotals
8. Percentage of project completed, as applicable (as verified by CPM)
9. Percentage of project completed through invoicing period (as verified by CPM)

City shall pay City-approved invoices within thirty (30) days of receipt. **Fee/hourly schedule changes and/or annual increases are prohibited.**

The proportion of Total Compensation paid to CONSULTANT as of the Invoice Date shall not exceed the City Engineer's estimated percentage of the project or tasks (as applicable) completed as of the Invoice Date.

Reimbursement requests shall be itemized on the respective invoice, with supporting documentation attached.

1. Invoice shall state date of expense and purpose.
2. All supporting receipts shall be attached.
3. Any request for travel-related expense reimbursement must be pre-approved by the CITY.

Faxed copies of the referenced documents in this Section 5 shall not be processed for payment.

CITY'S payment pursuant to this Agreement shall not constitute a waiver of any breach or defect in the performance of work, nor a waiver of disputes regarding compensation owed to CONSULTANT for work performed.

6. **BUSINESS LICENSE.** The Consultant shall obtain a City business license prior to commencing performance under this Agreement.

7. **INDEPENDENT CONTRACTOR.**

Consultant is an independent contractor. As such, Consultant shall have no power or authority to incur any debt, obligation or liability on behalf of the City, unless such authority is expressly conferred pursuant to a specific project awarded by Engagement Letter under this Agreement. Further, Consultant is not entitled to any benefit typically associated with an employee such as medical, sick leave, retirement, or vacation benefit. Consultant expressly waives any claim to any such rights.

The personnel performing services on any project awarded by Engagement Letter pursuant to this Agreement, and on behalf of Consultant, shall, at all times, be under Consultant's exclusive direction and control. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents, or its employees, perform the services required herein, except as otherwise set forth herein.

Consultant shall perform services pursuant to this Agreement as an independent contractor and shall, at all times, remain a wholly independent contractor. The City shall

not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise a joint venture or member of any joint enterprise with Consultant. The Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of the City.

8. PERS ELIGIBILITY INDEMNITY.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services pursuant to an Engagement Letter awarded pursuant to 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, 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 Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

Consultant is solely responsible for compliance with PERS restrictions applicable to any of Consultant's employees, agents, or subcontractors.

9. 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. During the term of this Agreement, the Consultant shall not perform any work for another person or entity for whom the Consultant was not working at the Commencement Date if: (i) such work would require the Consultant to abstain from performance of the work under this Agreement pursuant to a conflict of interest; and (ii) the City has not consented in writing prior to the Consultant's performance of such work.

Consultant hereby acknowledges that pursuant to Government code Section 87300 *et seq.*, Consultant is designated in the City's Conflict of Interest Code and is required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under any Engagement Letter awarded pursuant to this Agreement, prior to the commencement of work.

10. INDEMNIFICATION.

MASTER RETAINER AGREEMENT NO. 4000

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Consultant hereby agrees to protect, indemnify and hold the City and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the City. This provision is not intended to create any cause of action in favor of any third party against Consultant, or the City, or to enlarge in any way the Consultant's liability, but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from Consultant's negligent performance hereunder.

The provisions of this Section 10 are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the City. The Consultant acknowledges that the City would not enter into this Agreement in the absence of the Consultant's commitment to indemnify and protect the City as set forth herein.

The City shall have the right to offset against the amount of any compensation due the Consultant under this Agreement any amount due the City from the Consultant as a result of the Consultant's failure to pay the City promptly any indemnification arising under this Section 10 and related to the Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of the Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. The Consultant expressly waives its statutory immunity under such statutes or laws as to the City, its officers, agents, employees and volunteers.

The Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

In the event the Consultant fails to obtain such indemnity obligations from others as required in this Section 10, the Consultant's duty to indemnify pursuant to this Section 10 shall extend to indemnify the City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees (including reasonable attorneys' fees incurred by counsel of the City's choice), expert costs, expert fees and all other expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal

MASTER RETAINER AGREEMENT NO. 4000

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injuries, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder by the Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of the Consultant in the performance of this Agreement.

The City does not waive any rights that it may possess against the Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 11. INSURANCE.** 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 the Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- A. Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence.
 - B. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - C. Worker's Compensation insurance as required by the laws of the State of California.
 - D. Professional Liability (Errors & Omissions) Insurance with minimum limits of One Million dollars (\$1,000,000) per occurrence and shall be endorsed to include contractual liability.

The Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide. 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; or (ii) obtain the necessary insurance at the Consultant's expense.

At all times during the term of this Agreement, the Consultant shall maintain certificate(s) of insurance and required endorsements on file with the City Clerk, showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an Additional Insured.

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.

At least fourteen (14) days prior to the expiration of any insurance required by this Agreement, the Consultant shall provide proof of insurance policy renewals or replacements with insurance policies providing at least the same coverage. The Consultant shall provide such proof to the City at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of 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 the Consultant's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit the Consultant, and the Consultant's employees, agents or subcontractors, 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 full performance of the Consultant's duties to indemnify, hold harmless and defend under Section 13 of this Agreement.

12. OWNERSHIP OF WORK PRODUCT. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of the City without restriction or limitation upon its use or dissemination by the City. Such material shall not be the subject of a copyright application by Consultant.

13. CONFIDENTIALITY.

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. Upon request, all the City data and any copies thereof shall be returned to the City upon the termination or expiration of this Agreement.

Employees of Consultant, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City. Consultant covenants that all data, documents, discussion, or other information

MASTER RETAINER AGREEMENT NO. 4000

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developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the City. The City shall grant such authorization if disclosure is required by law. All City data shall be returned to the City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

14. TERMINATION.

- A. The City may terminate this Agreement and any Engagement Letter awarded pursuant to this Agreement at any time without cause by giving thirty (30) calendar days written notice to Consultant of such termination and specifying the effective date thereof. If this Agreement or any Engagement Letter is terminated as provided herein, Consultant shall be paid only the total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the City, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in Engagement Letter or the value of services provided as of date of termination.
- B. If for any reason, Consultant shall fail to fulfill in a timely and proper manner its obligation for any project awarded by Engagement Letter and pursuant to the provisions of this Agreement, or if Consultant shall violate any of the covenants or stipulations of this Agreement, the City shall then have the right to terminate the Engagement Letter and this Agreement by giving a five (5) calendar day written notice to Consultant. The notice shall refer to this clause, shall specify the nature of the alleged default, and shall specify the effective date of the termination. The Consultant will be paid a total amount equal to the service Consultant has provided, to the City's satisfaction, as determined solely by the CITY, as of the termination date. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in the Engagement Letter awarded, pursuant to the terms of this Agreement.
- C. The Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the City data, documents, objects, materials or other tangible things, including, but not limited to electronic and handwritten citations, reports, electronic media and other relevant documents, shall be returned to the City upon the termination or expiration of this Agreement. This including copies and reproductions assembled or prepared by Consultant employees, agency, or officers, in connection with this Agreement.

15. RESOLUTION OF DISPUTES.

- A. Disputes regarding the interpretation or application of any provisions of any Engagement Letter awarded and this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.
- B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of any Engagement Letter awarded pursuant to this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and

necessary disbursements, in addition to such other relief as may be sought and awarded.

- 16. FORCE MAJEURE.** The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.
- 17. ASSIGNMENT.** The Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the City's prior written consent, and any attempt to do so shall be void and of no effect. The City shall not be obligated or liable under this Agreement to any Party other than the Consultant.
- 18. COMPLIANCE WITH LAWS.** The Consultant shall keep informed of State, Federal and local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17708.01 *et seq.* of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 19. PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The Consultant reserves the right to determine the assignment of its own employees to the performance of the Consultant's services under this Agreement, but the City reserves the right, for good cause, to require the Consultant to exclude any employee from performing services on the City's premises. _____ shall be the Consultant's project administrator and shall have direct responsibility for management of the Consultant's performance under this Agreement. No change shall be made in the Consultant's project administrator without the City's prior written consent.
- 20. MUTUAL COOPERATION.** The City shall provide the Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of the Consultant's services under this Agreement. In the event any claim or action is brought against the City relating to the Consultant's performance in connection with this Agreement, the Consultant shall render any reasonable assistance that the City may require.
- 21. RECORDS AND INSPECTIONS.** The Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. The City shall have the right to access and examine such records, without charge, during normal business hours.

MASTER RETAINER AGREEMENT NO. 4000

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The City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

22. PERMITS AND APPROVALS. The Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

23. SURVIVING COVENANTS. The Parties agree that the covenants contained in Sections 8, 10, 13, and 20 of this Agreement shall survive the expiration or termination of this Agreement.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

- A. In the performance of this Agreement, the Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation, and will take affirmative action to avoid such discrimination.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in relation to this Agreement, state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.
- C. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, except contracts or subcontracts for standard commercial supplies or raw materials.

25. HEADINGS. The headings appearing at the commencement of each Section of this Agreement, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or paragraph at the head of which it appears, the Section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

26. NON-WAIVER.

- A. The waiver by the City or the Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The City's payment to the Consultant shall not constitute a waiver of any breach of covenant, or any default which may then

exist on the part of the Consultant. The City's payment shall not impair or prejudice any right or remedy available to the City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed waived by the City or the Consultant, unless expressed in writing.

- B. The Consultant shall not be liable for any failure to perform if the Consultant presents acceptable evidence, in the City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of the Consultant.
- C. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

27. COURT COSTS.

Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

If any action, at law or in equity, is brought to enforce or to interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be Los Angeles County, California.

- 28. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

- 29. SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 30. ENTIRE AGREEMENT.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy

MASTER RETAINER AGREEMENT NO. 4000

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between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the City and the Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by the City and the Consultant

- 31. MUTUAL COOPERATION IN PREPARATION OF THIS AGREEMENT.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis that such Party drafted this Agreement or any provision within it.

[SIGNATURE PAGE TO FOLLOW]

MASTER RETAINER AGREEMENT NO. 4000

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TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"
CITY OF MONTEBELLO

"CONSULTANT"
KOA CORPORATION



René Bobadilla, P.E.
City Manager



Giuseppe Canzonieri, P.E.
Vice President, Sr. Engineer

Dated: 7/13/22

Dated: 7/12/2022

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman
City Attorney

EXHIBITS:

- Exhibit A – Scope of Work
- Exhibit B – Sample Engagement Letter
- Exhibit C – Fee Schedule

MEMORANDUM

Date: October 10, 2023

To: To Whom It May Concern

From: Jim Doyna, Chief Financial Officer, Chief Operating Officer

Re: **KOA Corporation**

On December 20, 2022, H.W. Lochner, Inc., a Wisconsin corporation (Lochner), acquired all of the outstanding shares of KOA Corporation. The company now operates as a wholly owned subsidiary of Lochner under the KOA Corporation name and with the same FEIN. This change in ownership structure does not impact day-to-day operations. KOA's qualifications, licensing, registrations, insurance, and other criteria necessary for performing work remain in place.

Lochner was founded in 1944 and has 1000 professionals providing planning, environmental, design, construction engineering and inspection, right-of-way, and drainage services for surface transportation, aviation, and water clients across the United States.

If you have any questions please reach out to Min Zhou, Vice President, Regional Sales and Business Development Manager at mzhou@hwlochner.com, or for additional inquiries or information, my email address is jdoyna@hwlochner.com.

Jim Doyna
Lochner CFO & COO



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: **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 3861 WITH GRAPHIC ELECTRIC**

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3861 between the City of Montebello and Graphic Electric 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:

Graphic Electric performs citywide on-call electric services on an as-needed basis. The annual not-to-exceed amount of this agreement is \$70,000. 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 \$70,000. The agreement is managed by the Department of Public Works and funded through the Public Works, Facilities Maintenance Division and Transit budgets. Funding for these services is included in the proposed Fiscal Year 2025-26 budget.

BACKGROUND/DISCUSSION:

On March 9, 2021, the City executed an agreement with Graphic Electric for on-call electric services for an annual not-to-exceed amount of \$45,000. On April 24, 2024, the City executed Amendment No. 1 of the Agreement, increasing the total not-to-exceed threshold to \$70,000.

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 2

For the past four years, Graphic Electric has provided citywide electric services to City facilities on an as-needed basis. Due to their responsive and satisfactory performance, Staff is recommending approval of the second one-year term extension option under SECTION 2. Term of Agreement No. 3861 (Attachment C). Amendment No. 2 to the agreement will extend the term through June 30, 2026.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the extension of Professional Services Agreement No. 3861 for Graphic Electric 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 Agreement 3861
2. Attachment B - Agreement No. 3861 - Graphic Electric, Inc. - Amendment 1
3. Attachment C - Agreement No. 3861 - Graphic Electric, Inc.

CITY OF MONTEBELLO

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3861
WITH GRAPHIC ELECTRIC, INC.

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 10th day of June 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and GRAPHIC ELECTRIC, 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. 3861 by and between City of Montebello and Graphic Electric, Inc.* for On-Call Electrical Services, dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

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

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, the City entered into *Amendment No. 1 to Professional Services Agreement No. 3861 with Graphic Electric, Inc.* ("First Amendment"), increasing the annual not-to-exceed amount from \$45,000 to \$70,000 for the Professional Services set forth in the agreement and exercised a one-year (1) extension of the agreement's term; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 2, as set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Term." The Parties hereby agree to exercise the second of two additional one-year extension terms pursuant to Section 2. Term of the Agreement up to the end of the current fiscal year. The termination/expiration date of the Agreement will now terminate on June 30, 2026. This extension is in accordance with the provisions

AMENDMENT NO. 2 TO AGREEMENT NO. 3861

Page 2 of 3

outlined in the Agreement, demonstrating the City's commitment to the continued provision of On-Call Electrical Services by Graphic Electric, Inc.

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. 3861

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")

GRAPHIC ELECTRIC, INC.

Raul Alvarez, City Manager

S Chase Navarro, Vice President

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. 3861
WITH GRAPHIC ELECTRIC, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 24th day of April 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Graphic Electric, 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 Electrical Services by and between the City of Montebello and Graphic Electric, Inc., dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

WHEREAS, Three (3) years ago, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the term of the contract should be defined; and

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

AMENDMENTS

SECTION 1. "Services/Compensation." The city agrees to increase the annual not-to-exceed amount from \$45,000 to \$70,000 for the Professional Services set in the agreement.

SECTION 2. The Parties hereby wish to amend the Agreement adding a "Term" provision as SECTION 2, succeeding the "SERVICES/COMPENSATION" provision, amending the sequence of numbering for respective provisions of the Agreement. The "Term" provision shall read as follows:

AMENDMENT NO. 1 TO AGREEMENT NO. 3861

Page 2 of 3

"SECTION 2. Term. The term of this Agreement shall begin upon the day of execution of this Agreement and terminate on June 30, 2025, unless terminated earlier. This Agreement may be extended for up to one (1) additional year term upon such terms and conditions mutually agreed upon by Parties in writing."

The term outlined in this amendment is in accordance with the City's standard procedures. The City's desire to continue this agreement demonstrates the City's commitment to the continued provision of On-Call Electrical Services by Graphic Electric.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

CITY OF MONTEBELLO

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 3861 WITH GRAPHIC ELECTRIC, INC.

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WHEREAS, Three (3) years ago, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the term of the contract should be defined; and

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WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

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:

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[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3861

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")

GRAPHIC ELECTRIC, INC.



S Chase Navarro, Vice President

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3861

BY AND BETWEEN

**CITY OF MONTEBELLO
AND**

**GRAPHIC ELECTRIC,
INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 9, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Graphic Electric, Inc., a California corporation (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide on-call electrical services ("Project"); and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. Except as otherwise expressly set forth herein, all terms, conditions, requirements, and provisions of the resulting agreement with CONTRACTOR for on-call electrical services are incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY on-call electrical services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed Forty Five Thousand Dollars and 00/100 Cents (\$45,000.00). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division

such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

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

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

a. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance

any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

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

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

☐ **Professional Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

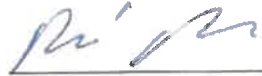
CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further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

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO
("CITY")



René Bobadilla, City Manager

GRAPHIC ELECTRIC, INC.
("CONTRACTOR")



(Signature)

S. Chase Navarro

Printed Name

Title: VP

Dated: 3/9/2021

Dated: 3-19-2021

ATTEST:



Christopher Jimenez
City Clerk

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL ELECTRICAL SERVICES

COST PROPOSAL

Contractor Name: GRAPHIC ELECTRIC, INC.

Contractor License #: C-10 #366293 EXP. 11/30/2022

Department of Industrial Relations #: 1000021014 EXP. 6/30/2021

Wage rates are based on
prevailing wages rates as of
2/10/2021

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ 95.00 /hr	\$ 112.00 /hr	\$ 190.00 /hr
Supervisory/Hour	\$ 115.00 /hr	\$ 135.00 /hr	\$ 230.00 /hr
Automation Technician	\$ 128.00 /hr	\$ 175.00 /hr	\$ 256.00 /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck w/labor	\$ /hr	\$ /hr	\$ /hr
Regular Crane w/ labor	\$ /hr	\$ /hr	\$ /hr
30' Art Boom w/ labor	\$ 175.00 /hr	\$ 195.00 /hr	\$ 290.00 /hr
32' Electric Scissor Lift w/ labor	\$ 165.00 /hr	\$ 185.00 /hr	\$ 280.00 /hr
Materials Markup:	15 %		

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: Chase Navarro, VP

Signature: Chase Navarro
Date: 02/10/2021

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3861

BY AND BETWEEN

**CITY OF MONTEBELLO
AND**

**GRAPHIC ELECTRIC,
INC.**

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RECITALS

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

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SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

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any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

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

☐ **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

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

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

☐ **Professional Liability** insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

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

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

the duty to properly supervise and coordinate the work of employees, assignees, delegates or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO
("CITY")



René Bobadilla, City Manager

GRAPHIC ELECTRIC, INC.
("CONTRACTOR")



(Signature)

S. Chase Navarro

Printed Name

Title: VP

Dated: 3/9/2021

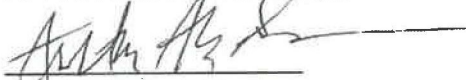
Dated: 3-19-2021

ATTEST:



Christopher Jimenez
City Clerk

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL ELECTRICAL SERVICES

COST PROPOSAL

Contractor Name: GRAPHIC ELECTRIC, INC.

Contractor License #: C-10 #366293 EXP. 11/30/2022

Department of Industrial Relations #: 1000021014 EXP. 6/30/2021

Wage rates are based on
prevailing wages rates as of
2/10/2021

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ 95.00 /hr	\$ 112.00 /hr	\$ 190.00 /hr
Supervisory/Hour	\$ 115.00 /hr	\$ 135.00 /hr	\$ 230.00 /hr
Automation Technician	\$128.00 /hr	\$175.00 /hr	\$256.00 /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck w/labor	\$ /hr	\$ /hr	\$ /hr
Regular Crane w/ labor	\$ /hr	\$ /hr	\$ /hr
30' Art Boom w/ labor	\$ 175.00 /hr	\$ 195.00 /hr	\$ 290.00 /hr
32' Electric Scissor Lift w/ labor	\$165.00 /hr	\$185.00 /hr	\$280.00 /hr
Materials Markup:	15 %		

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: Chase Navarro, VP

Signature: Chase Navarro

Date: 02/10/2021



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: APPROVE AMENDMENT NO.2 TO AGREEMENT NO. 3871 WITH JAIRO'S PLUMBING INC. TO PROVIDE CITYWIDE AS-NEEDED PLUMBING SERVICES

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 3871 between the City of Montebello and Jairo's Plumbing Inc. for a One (1) Year Extension to provide citywide as-needed plumbing services; and
2. Authorize the City Manager to execute the Amendment on behalf of the City;
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Jairo's 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 budgets. Funding for these services will be included in the proposed Fiscal Year 2025-26 budget. There is no budget amendment action needed for FY 2024-25.

BACKGROUND/DISCUSSION:

On July 14, 2021, the City entered an agreement with Jairo's Plumbing Inc. for on-call plumbing services for an annual not-to-exceed amount of \$45,000. On June 12, 2024,

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 2

the City executed Amendment No. 1, extending the term of the contract by an additional year.

For the past four years, Jairo's Plumbing Inc. has provided citywide plumbing services for 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. 3871 (Attachment C). Amendment No. 2 to the agreement will extend the term through June 30, 2026.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the extension of Professional Services Agreement No. 3871 for Jairo's Plumbing through June 30, 2026 and authorize the City Manager to execute Amendment No. 2 (Attachment A). Funding for these services will be included in the proposed FY 2025-26 budget.

ATTACHMENT(S)

1. Attachment A - Amendment No 2 to Agreement No. 3871
2. Attachment B - Agreement No. 3871 - Jairo's Plumbing, Inc - Amendment 1
3. Attachment C - Agreement No. 3871 - Jairos Plumbing

CITY OF MONTEBELLO

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 3871
WITH JAIRO'S PLUMBING, INC.**

This Amendment No. 2 to the Professional Services Agreement ("Amendment No. 2"), is made and entered into this 11th day of June 2025, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and JAIRO'S 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. 3871 with by and between City of Montebello and JAIRO'S PLUMBING, INC.* for On-Call Plumbing Services, dated July 14, 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; and

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, the City entered into *Amendment No. 1 to Professional Services Agreement No. 3871 with JAIRO'S PLUMBING, INC.* ("First Amendment"), exercising a one-year (1) extension of the agreement's term; 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 shall 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 JAIRO'S PLUMBING, INC.

AMENDMENT NO. 2 TO AGREEMENT NO. 3871

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. 3871

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")

JAIRO'S PLUMBING, INC.

Raul Alvarez, City Manager

Jairo Zabaleta

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. 3871
WITH JAIRO'S PLUMBING, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 12th day of June 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and JAIRO'S 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 Jairo's Plumbing, Inc., dated July 14, 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 qualifications, 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 exercise the first of two (2) one-year extensions pursuant to Section 2. Term of Professional Service Agreement No. 3871. The original termination/expiration date of the Agreement, as set on July 14, 2021, is hereby extended, and the Agreement will now terminate on July 14, 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 Jairo's 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. 3871

Page 2 of 3

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3871

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")

JAIRO'S PLUMBING, INC.



Jairo Zabaleta

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez Glasman, City Attorney

Attachment A - Agr No. 3871 Amendment 1 - Jairo's Plumbing

Final Audit Report

2024-06-26

Created:	2024-06-26
By:	Jeremy Melendez (jemelendez@montebelloca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp7igl6aH1DuLTAQqrnBPzMhShnRfzpd

"Attachment A - Agr No. 3871 Amendment 1 - Jairo's Plumbing" History

-  Document created by Jeremy Melendez (jemelendez@montebelloca.gov)
2024-06-26 - 10:18:26 PM GMT
-  Document emailed to Jairo Zabaleta (jairozabaleta@hotmail.com) for signature
2024-06-26 - 10:18:30 PM GMT
-  Email viewed by Jairo Zabaleta (jairozabaleta@hotmail.com)
2024-06-26 - 10:23:58 PM GMT
-  Document e-signed by Jairo Zabaleta (jairozabaleta@hotmail.com)
Signature Date: 2024-06-26 - 10:27:37 PM GMT - Time Source: server
-  Agreement completed.
2024-06-26 - 10:27:37 PM GMT

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 3871
WITH JAIRO'S PLUMBING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **July 14, 2021** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and JAIRO'S 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. 3871

Page 2 of 11

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. 3871

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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

PROFESSIONAL SERVICES AGREEMENT NO. 3871

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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

PROFESSIONAL SERVICES AGREEMENT NO. 3871

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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).

PROFESSIONAL SERVICES AGREEMENT NO. 3871

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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. 3871

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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:

Jairo's Plumbing, Inc.
Attn: Jairo Zabaleta
9419 E Bartolo Ave.
Pico Rivera, CA 90660
(626) 430-1196
jairozabaleta@hotmail.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.

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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

JAIRO'S PLUMBING, INC.



René Bobadilla, City Manager



Jairo Zabaleta

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL PLUMBING SERVICES

COST PROPOSAL

Contractor Name: Jairo's Plumbing IncPhone: 626/430-1196 Email: jairozabaleta@hotmail.comContractor License #: PendingDepartment of Industrial Relations #: Plumbing

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ 74.30 /hr	\$ 98.62 /hr	\$ n/a /hr
Labor Supervisory/Hour	\$ 110.00 /hr	\$ 134.20 /hr	\$ n/a /hr
Additional Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Pump Truck	\$ n/a /hr	\$ n/a /hr	\$ n/a /hr
Hydro Jetting	\$ n/a /hr	\$ n/a /hr	\$ n/a /hr
Video Inspection	\$ 210.00 /hr	\$ n/a /hr	\$ n/a /hr
Leak Testing/Tracing	\$ n/a /hr	\$ n/a /hr	\$ n/a /hr
Backflow Testing	Cost per Test: \$		
Materials Markup: 20 %			

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: Jairo ZabaletaSignature: Date: 5/27/2021



JAIRPLU-01

JRETANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sheinin Insurance Group 301 N. Canon Dr. Suite 226 Beverly Hills, CA 90210	CONTACT NAME: Jeffry Retana PHONE (A/C, No, Ext): (310) 276-2335 E-MAIL ADDRESS: jeff@sheinininsurancegroup.com FAX (A/C, No): (310) 276-6202
INSURER(S) AFFORDING COVERAGE	
INSURER A: Scottsdale Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED Jairo's Plumbing Inc. 9419 Bartolo Ave Pico Rivera, CA 90660	NAIC #
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	CPS7245671	9/26/2020	9/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	WC76963	6/11/2021	6/11/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Montebello is added to the above referenced policy as additional insured/loss payee.

Project Location: 1301 W. Whittier Blvd, Montebello CA, 90640

CERTIFICATE HOLDER

CANCELLATION

City of Montebello
1700 West Victoria Ave
Montebello, CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ITEM # 23

**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. 25-39 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE MEASURE R – 20% BUS OPERATION PROGRAM

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 25-39 approving a Memorandum of Understanding (MOU) between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (LACMTA) to continue Montebello Bus Lines' (MBL) participation in the Measure R – 20% Bus Operation Program (BOP) effective July 1, 2025 through June 30, 2035; and
2. Authorize the City Manager to execute the MOU on the City's behalf; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no current fiscal impact to approve a MOU between the City and LACMTA to continue MBL's participation in the Measure R – 20% BOP. Reimbursements will be credited to the Transportation Department's revenue account annually until Fiscal Year 2034–2035. Estimates of this revenue source are received from Metro and used in the development of proposed budgets. The Fiscal Year 2025-26 proposed budget will include projected Measure R revenue.

BACKGROUND/DISCUSSION:

On November 4, 2008, the Los Angeles County electorate approved Measure R, a ballot initiative that authorized a one-half cent sales tax to fund transportation improvements across the county. Measure R was effective July 1, 2009, and is administered by LACMTA. Under Measure R, 20% of the total sales tax revenue collected annually is allocated specifically to bus operations. These funds are intended to assist eligible public transit operators maintain and operate bus services within Los Angeles County. MBL qualifies as an eligible municipal operator and receives a proportional share of these funds based on criteria established by LACMTA.

The allocation and use of Measure R 20% BOP funds are governed by formal agreements executed between LACMTA and each participating agency. The proposed MOU outlines the terms by which the City will receive, manage, and utilize its share of allocated funds (Attachment A). In addition, the MOU incorporates compliance and reporting requirements consistent with LACMTA's guidelines for the program.

These funds are used to support the day-to-day operations of MBL's transit services, including labor costs, fuel, maintenance, and other eligible operating expenses. Staff recommend that the City Council consider approving the MOU between the City and LACMTA to formalize MBL's participation in the Measure R 20% BOP. By approving the MOU, the City will continue participating in the Measure R 20% BOP and receive funds to support transit operations through June 30, 2035

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council adopt Resolution No. 25-39 approving an MOU between the City and LACMTA (Attachment B), to continue MBL's participation in the BOP effective July 1, 2025, through June 30, 2035; authorize the City Manager to execute the MOU on the City's behalf; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – MOU: Measure R – 20% Bus Operation Program
2. Attachment B – Resolution No. 25-39

**MEMORANDUM OF UNDERSTANDING
TO ALLOCATE
MEASURE R 20% BUS OPERATION FUNDS**

This Memorandum of Understanding ("MOU") is entered into as of July 1, 2025, by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Montebello ("GRANTEE").

WHEREAS, on November 4, 2008, the voters of the County of Los Angeles approved Measure R, an ordinance establishing a one-half percent sales tax (the "FUNDS") for better public transportation and quality of life purposes; and

WHEREAS, the LACMTA, is the agency responsible for administering the tax; and

WHEREAS, LACMTA and GRANTEE desire to agree to the terms and conditions of the grant of FUNDS from the Measure R 20% Bus Operation Program ("Program").

NOW THEREFORE, in consideration of the mutual term and conditions contained herein, LACMTA and GRANTEE hereby agree as follows:

ARTICLE 1 - TERM

- 1.1. This MOU will be in effect from July 1, 2025, through June 30, 2035, unless terminated earlier as provided herein.

ARTICLE 2 – ALLOCATION OF MEASURE R FUNDS AND INVOICE PROCEDURE

- 2.1. Each fiscal year, to the extent the FUNDS are available, LACMTA staff, in coordination with the Eligible/Included Operators, will develop funding marks for the Program to be funded that fiscal year (the "Annual Funding Marks"). The Annual Funding Marks will describe GRANTEE's share of the FUNDS for the Program that fiscal year. GRANTEE shall have the opportunity to review and comment on the applicable Annual Funding Marks prior to LACMTA staff submitting the Annual Funding Marks to the LACMTA Board for approval.
- 2.2. For each fiscal year covered by this MOU, GRANTEE hereby directs LACMTA to allocate to GRANTEE its share of the Program FUNDS pursuant to the applicable Annual Funding Marks for that fiscal year as approved by the MTA Board. If LACMTA staff, in coordination with the Eligible/Included Operators, develops a mid-year reallocation of any Annual Funding Marks for the Program that is approved by the LACMTA Board, GRANTEE hereby directs and authorizes LACMTA to make such mid-year adjustments to its Annual Funding Marks, as approved by the LACMTA Board, if applicable.

- 2.3. Each fiscal year, GRANTEE shall send LACMTA one invoice for an amount intended to be used during the year consistent with the amount shown on the applicable Annual Funding Marks. LACMTA shall not be obligated to forward the Program FUNDS to GRANTEE until it receives an invoice, and the annual Improvement Plan as described in the GUIDELINES as defined in Section 3.1 below. LACMTA shall make payments to GRANTEE in equal 1/12 portion of GRANTEE's annual allocation on a monthly basis, unless otherwise agreed to in writing by the parties. Program FUNDS may be reserved or carried over in accordance with Article 3.3.

ARTICLE 3 - USE OF FUNDS

- 3.1. GRANTEE shall utilize the Program FUNDS in accordance with the LACMTA Measure R 20% Bus Operations Guidelines (the "GUIDELINES") and the annual Improvement Plan.
- 3.2. GRANTEE shall not use the Program FUNDS to substitute for any other funds, service, or project except as otherwise specifically provided for herein or in the GUIDELINES.
- 3.3. GRANTEE may use, reserve or carry-over its allocation to the next fiscal year; however the Program FUNDS will be held by LACMTA until requested by the GRANTEE. Program FUNDS will retain their original year of allocation for the purpose of applying the lapsing requirement set forth in the GUIDELINES.

ARTICLE 4 – AUDIT AND REPORTING REQUIREMENTS

- 4.1. Grantee shall meet its audit obligations set forth in the GUIDELINES. Each fiscal year, LACMTA or its designee shall have the right to conduct its own financial and compliance audit(s) of the Program. GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with conditions defined by this MOU. GRANTEE shall maintain financial records for three (3) years after the end of the fiscal year within which the Program FUNDS were dispersed. LACMTA may audit as provided herein up to three years after the end of the fiscal year within which the Program FUNDS were dispersed. If the audit indicates that GRANTEE did not expend all the FUNDS received during the fiscal year, such unexpended FUNDS must be returned to LACMTA within 60 days of the completion of the financial and compliance audit(s). Such unexpended FUNDS will be treated as carryover FUNDS and held by LACMTA on behalf of GRANTEE for a period of two years. LACMTA will work with the GRANTEE to address any carry-over fund balance.
- 4.2. GRANTEE shall comply with all Federal National Transit Database reporting requirements and shall annually submit a completed copy of said report to LACMTA.
- 4.3. By January 31st of each year, the GRANTEE shall submit to the LACMTA a completed TPM form.
- 4.4. By December 31st of each year, the GRANTEE shall submit to the LACMTA an annual financial audit report which identifies the use of the Program FUNDS for transit operations

purposes as outlined in the GUIDELINES.

- 4.5 GRANTEE will provide an annual report to LACMTA describing how uses of the Program FUNDS are contributing to accomplishing the Program objectives. LACMTA will compile GRANTEE's annual report into a regional annual Measure R 20% Program update for the LACMTA Board. The Program FUNDS may be used to supplement existing state, federal and local transit funds in order to maintain the provision of the existing transit services in the event of a current or projected funding shortfall.

ARTICLE 5 - MISCELLANEOUS

- 5.1. Each grant given pursuant to an Annual Funding Mark shall be subject to the terms and conditions agreed to herein and in the GUIDELINES. Notwithstanding the term of this MOU, each grant does not imply nor obligate any future funding commitment on the part of the LACMTA.
- 5.2. GRANTEE understands and agrees that in programming the Program FUNDS and entering into this MOU, LACMTA is acting pursuant to its statutory authority and shall have no liability in connection with the use of these Program FUNDS for public transit purposes. GRANTEE shall fully indemnify, defend and hold the LACMTA, its directors, officers, employees and agents harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, legal fees and any claims for damages of any nature whatsoever arising out of (i) breach of GRANTEE's obligations under this MOU; (ii) use of the Program FUNDS by GRANTEE or its officers, agents, employees or subcontractors; (iii) any act or omission of the GRANTEE or its officers, agents, employees or subcontractors in the performance and/or provision of the services funded under the Program.
- 5.3. GRANTEE agrees to comply with all applicable local, state and federal laws and regulations in the provision of public transit services and any services funded under the Program. Grantee shall comply with the GUIDELINES.
- 5.4. The LACMTA reserves the right to terminate this MOU and withhold the Program FUNDS if it is determined that the GRANTEE has not complied with all the terms and conditions contained herein or in the GUIDELINES. Any withholding of Program FUNDS or termination of the MOU is subject to the 2/3 vote of LACMTA Board.
- 5.5. No amendment or modification to this MOU shall be binding upon either party unless such amendment or modification is in writing duly executed by both parties. This MOU shall not be amended or modified by any acts or conduct of the parties.
- 5.6. GRANTEE is not a contractor, agent or employee of the LACMTA. GRANTEE shall not represent itself as a contractor, agent or employee of the LACMTA and shall have no power to bind the LACMTA in contract or otherwise.

5.7. This MOU constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed as of the dates below with all the formalities required by law.

CITY OF MONTEBELLO

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

BY: _____
Raul Alvarez
City Manager

BY: _____
Stephanie N. Wiggins
Chief Executive Officer

Date: _____

Date: _____

Approved As To Form:

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

By:  _____
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Date: 2025.05.14 15:03:36 -0800

Date: _____

Date: 5/14/2025 _____

RESOLUTION NO. 25-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR MEASURE R 20% BUS OPERATION PROGRAM

RECITALS

WHEREAS, the City of Montebello operates Montebello Bus Lines (MBL) and is committed to providing affordable transportation options to its residents; and

WHEREAS, on November 4, 2008, the County of Los Angeles voters approved Measure R, an ordinance establishing a one-half percent sales tax for better public transportation and quality of life; and

WHEREAS, this Memorandum of Understanding (MOU) is in effect from July 1, 2025, through June 30, 2035; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) is the agency responsible for administering these funds; and

WHEREAS, the City of Montebello and LACMTA have prepared a MOU detailing the terms and conditions for participation in the Measure R 20% Bus Operation Program

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

SECTION 1: The City Council of the City of Montebello hereby approves the MOU with the LACMTA for participation in the Measure R 20% Bus Operation Program, effective July 1, 2025.

SECTION 2: The City Manager of the City of Montebello is authorized to execute the MOU on behalf of the City, and to take all necessary actions to implement and administer the terms of the agreement.

SECTION 4: the City Council further directs the Transportation Department to keep accurate records of all reimbursements received under the Measure R 20% Bus Operation Program and to cooperate with any audits conducted by LACMTA.

APPROVED AND ADOPTED THIS 11TH DAY OF JUNE 2025.

RESOLUTION NO. 25-39

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Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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

SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 25-39 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 11th day of June 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



ITEM # 24

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director

SUBJECT: APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4105 WITH KAT CONSULTING SERVICES LLC, TO PROVIDE FEDERAL GRANT WRITING AND CONSULTING SERVICES

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4105 with KAT Consulting Services LLC (KAT Consulting), for an additional one-year (1-year) term and increase the total not-to-exceed amount from \$49,900 to \$69,400, to provide federal grant writing and consulting services for Montebello Bus Lines' (MBL); and
2. Authorize the City Manager to execute Amendment No. 2 on behalf of the City of Montebello (City); and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The total cost to provide federal grant writing and consulting services for a 1-year term is \$19,500. Funding for this agreement will be allocated from the Transportation Department's Fiscal Year 2025-26 proposed operating budget: Transit Administration expense, Account No. 600-90-900-6040.95 (Contract Services – Other Professional Services). The recommended action does not require an amendments to the FY 2024-24 adopted budget.

BACKGROUND/DISCUSSION:

On May 10, 2023, the City conducted an informal bid process to identify qualified vendors to provide Montebello Bus Lines (MBL) with transit grant management and training

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 3

services. Four (4) quotes were received from Blais and Associates, Evan Brooks Associates, Global Urban Strategies Inc., and Kimberly Ann Turner Consulting Services. An Evaluation Committee composed of three (3) Transportation Department staff independently reviewed and scored the proposals based on the scope of work and cost. Kimberly Ann Turner Consulting Services submitted the most comprehensive proposal, clearly demonstrating the experience, credibility, and value required to fulfill the City's federal transit funding and compliance needs.

Following the evaluation process, the City executed Agreement No. 4105 with Kimberly Ann Turner Consulting Services for a total not-to-exceed amount of \$30,000 (Attachment A). On May 30, 2024, Amendment No. 1 to Agreement No. 4105 with KAT Consulting, formerly known as Kimberly Ann Turner Consulting Services, was executed to extend the agreement term from May 22, 2024, to May 21, 2025, and to increase the total not-to-exceed amount from \$30,000 to \$49,900. Through Amendment No.1, KAT Consulting continued providing federal grant management support, staff training and development, and compliance assistance related to FTA funding requirements.

Since 2023, the City has worked with KAT Consulting to provide a variety of consulting services including, but not limited to, grant writing, staff training and development, and federal funding and compliance assistance. The firm provides specialized expertise in federal compliance, which has been instrumental in preparing the City's Disadvantaged Business Enterprise (DBE) Program, Equal Employment Opportunity (EEO) Program, Title VI Program, and the upcoming Federal Transit Administration (FTA) Triennial Review. Staff recommend that the City Council consider extending the agreement for an additional 1-year term and increase the total not-to-exceed amount by \$19,500, to continue receiving these crucial services (Attachment B). KAT Consulting's technical expertise has enhanced MBL's administrative capacity and has supported long-term compliance with FTA's oversight and compliance guidelines.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve Amendment No. 2 to Agreement No. 4105 with KAT Consulting (Attachment C) for an additional 1-year term and increase the total not-to-exceed amount from \$49,900 to \$69,400, to provide federal grant writing and consulting services for MBL; authorize the City Manager to execute Amendment No. 2 on the City's behalf; and take such additional, related, action that may be desirable. Funding for these services will be included in the Fiscal Year 2025-26 proposed budget.

ATTACHMENT(S)

1. Attachment A – Agreement No. 4105 with KAT Consulting Services
2. Attachment B – KAT Consulting Services Letter of Intent
3. Attachment C – Proposed Amendment No. 2 to Agreement No. 4105

**CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4105
WITH KIMBERLY ANN TURNER CONSULTING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 22, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and KIMBERLY ANN TURNER CONSULTING SERVICES (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 grant writing and administration consulting services for the CITY's Transportation Department on an as-needed basis; 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.

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement and its Exhibits.
- b. CONSULTANT'S Scope of Services and Associated Cost Proposal dated May 18, 2023, attached hereto as **Exhibit "A"**.
- c. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4105

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SECTION 2. SERVICES / COMPENSATION.

A. The CONSULTANT shall provide to the CITY those services that are set forth fully in CONSULTANT's "Scope of Services and Associated Cost Proposal" attached hereto as **Exhibit "A"** and incorporated fully herein by this reference (the "Scope of 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 **Thirty Thousand Dollars (\$30,000)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "A"**. 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 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 **May 22, 2023**, and shall terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **May 21, 2024** ("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.

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, contractors or subcontractors to assist in the

PROFESSIONAL SERVICES AGREEMENT NO. 4105

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completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors 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 Assistant City Manager (the "Assistant City Manager").

SECTION 7. CITY SUPERVISION.

The Assistant 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

PROFESSIONAL SERVICES AGREEMENT NO. 4105

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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 five (5) 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

PROFESSIONAL SERVICES AGREEMENT NO. 4105

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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 subcontractors for injury or sickness arising out of performing services hereunder.

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

c. The CITY shall not deduct from the Compensation paid to the 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 subcontractors 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 subcontractor 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 subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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

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SECTION 13. LEGAL RESPONSIBILITIES.

The 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.

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4105

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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 CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the 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: gskibar@cityofmontebell.com

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 4105

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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 subcontractors, 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-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of the 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-contractors. 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

PROFESSIONAL SERVICES AGREEMENT NO. 4105

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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.

**SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY
EMPLOYER.**

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

SECTION 24. CONFLICT OF INTEREST.

The 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. 4105

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")

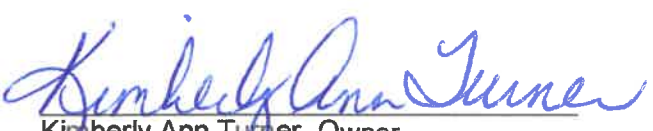
("CONSULTANT")

CITY OF MONTEBELLO

**KIMBERLY ANN TURNER
CONSULTING SERVICES**



Arlene Salazar, Assistant City Manager



Kimberly Ann Turner, Owner

Date: 5/14/23

Date: 5/18/23

EXHIBITS

- Exhibit A – Consultant's Scope of Services and Associated Cost



KIMBERLY ANN TURNER

KAT CONSULTING SERVICES LLC

**8139 SUNSET AVE, #254
FAIR OAKS, CA 95628**

MONTEBELLO BUS LINES (MBL)

SCOPE OF SERVICES & COST PROPOSAL

Submitted: April 21, 2025

CONSULTANT'S GOAL

This proposal will build upon the successful work completed with Montebello Bus Lines (MBL) over the past two years and provide expert industry knowledge and best practices for effective grants management through the remainder of 2025. In working with MBL, I will continue to maintain and advance fiscal sustainability and ensure full grant compliance with federal, state, and regional grant funding agencies, while promoting professional development and training to support MBL's high-performing workforce.

ON-CALL SCOPE OF SERVICES

The following scope of services are listed in Tasks 1 and 2 as on-call services based on MBL's pre-award and post-award grant management needs. Tasks and deliverables are not necessarily listed in priority order but will be performed based on MBL's direction and schedule. Services will be performed on an ongoing basis and only those tasks performed will be reimbursed.

TASK 1 - GRANTS MANAGEMENT, PLANNING, & DEVELOPMENT

1. Pre-Award Grants Management - Conduct pre-award activities and ensure compliance with federal, state, and local agencies grant policies and procedures, as follows:

- Programming in federal and state Transportation Improvement Plan (TIP)
- Environmental Clearance Requirements
- Grant Application review, development, and supporting documentation.
- Submission of grant applications in TrAMS (or other grant making system) and preparation of Federal Financial Reports.
- Federal Master Agreement/Certs and Assurances and State Mandates
- Capital Project Budget Planning, Development, and Analysis.
- Operating Budget Planning, Development, and Analysis
- Cash Management and Financial Management
- Project Management Plan
- Fleet Management Plans (Contingency and Disposition Plans)
- Transit Asset Management

2. Post-Award Grants Management - Conduct post-award activities for existing grants and funding to ensure compliance with federal, state, and local grant requirements:

- Grants management & project management oversight, including budget revisions, amendments, milestone progress reports, federal financial reports, and grant closeout in TrAMS grant making system.
- Civil Rights Compliance: Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), and Title VI
- Oversight support for contract/procurements for federal/state compliance.
- Recommend prioritization strategies for project tracking and monitoring to ensure milestones are achieved for on-time completion of projects.
- Monitor and make recommendations for Procurement and Third-Party Contracting Compliance Procedures

TASK 2 – PROFESSIONAL DEVELOPMENT AND TRAINING

- Performance review and analysis of current procedures and make recommendations to management.
- Conduct training in grant management procedures.
- Grants Management Standard Operating Procedures (Update as needed)

DELIVERABLES

Deliverable	Description
Task #1 Deliverables	- Grants Pre-Award and Post-Award Documents in TrAMS or other grant application document. - Review and Recommendations for Procurement Compliance Plans - Civil Rights Compliance Documents: DBE, EEO, and Title VI
Task #2 Deliverables	Training and technical assistance. Standard Operating Procedures Training

TIMELINE FOR EXECUTION

Work shall commence on the date of contract execution and conclude as specified, unless amended and conclude December 31, 2025.

ON-SITE VISITS

Consulting services will be provided on-site as needed based upon a mutually agreed upon schedule. Travel costs are not included in the cost proposal and will not be billed separately.

PRICING

The following table provides an estimate of the pricing for delivery of the services outlined above. The hours needed may vary based upon the number and complexity of the agency's grants and funding programs. Tasks may be adjusted based upon the agency's needs. The hourly rate is the fully loaded cost rate that includes \$100/base \$30/overhead for total of \$130 per hour.

<u>Scope of Services by Task</u>	<u>Price</u>
Task #1 – Pre-Award and Post Award Grant Administration and Management	
140 hours x \$130/Hr (All Costs Included)	\$18,200
Task #2 - Professional Development and Training	
10 Hours x \$130/Hr (All Costs Included)	\$ 1,300
Total for 150 Hours x \$130/Hr (Total Not to Exceed)	\$19,500

CONCLUSION

Agencies must have effective grants management practices to sustain financial health. Ms. Turner is excited about this opportunity and will provide her expertise in grants management strategies to ensure compliance and continued success. Thank you for your consideration.

X *Kimberly Ann Turner* 4/21/25

Kimberly A. Turner
Principal Consultant/Owner

CITY OF MONTEBELLO

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT NO. 4105
WITH KAT CONSULTING SERVICES**

This Amendment No. 2 to PROFESSIONAL SERVICES AGREEMENT No. 4105 (**"Amendment No. 2"**) is made and entered into as of the 11th day of June 2025 (**"Effective Date"**), by and between the CITY OF MONTEBELLO, a California municipal corporation (the **"CITY"**) and KAT CONSULTING SERVICES LLC (the **"CONSULTANT"**). The CITY and the CONSULTANT are sometimes referred to herein individual as the **"Party,"** and jointly as the **"Parties."**

RECITALS

WHEREAS, CITY and CONSULTANT are Parties to that certain Agreement No. 4105 to provide grant writing and administration consulting services for the CITY's Transportation Department on an as-needed basis with an **"Effective Date"** of May 22, 2023 (**"Agreement"**), pursuant to which CITY contracted with CONSULTANT to provide services as defined in the Agreement; and

WHEREAS, On May 30, 2024, Amendment No. 1 to Professional Services Agreement No. 4105 was executed to extend the agreement term and increase the not-to-exceed amount, covering the period from May 22, 2024, to May 21, 2025; and

WHEREAS, Section 25 (**"Entire Agreement"**) of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties each being mutually satisfied with the other's performance thereof, hereby desire to amend the Agreement to extend services for an additional one (1) year term on the conditions set forth in the Agreement and as provided herein; and

WHEREAS, the Parties also desire to amend the scope of work of the Agreement given that the CONSULTANT's original scope of work contained goals that have been completed and the nature of the work being on an as-needed basis (hereinafter, the **"Revised Scope of Work"**); and

WHEREAS, due to the anticipated extension of the term of services and the Revised Scope of Work, an amendment to Compensation (as defined below) is also required.

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1: RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2: EXTENSION OF TERM. Through this **Amendment No. 2**, the Parties hereto agree to extend the term of Agreement from May 22, 2025, to May 21, 2026; unless such time is further extended in writing by a subsequent amendment and executed by both Parties.

SECTION 3: AMENDMENT TO THE SCOPE OF WORK. Through this **Amendment No. 2**, the Parties hereto agree to amend the scope of work to the Agreement. The Revised Scope of Work is attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 4: AMENDMENT TO COMPENSATION. Through this **Amendment No. 2**, the Parties hereto agree to amend the compensation for the purposes of incorporating costs associated with the extension of the Agreement for an additional one (1) year follows:

*"The agreed-upon compensation for the contract services contemplated in the Agreement and memorialized in **Amendment No. 2** shall not exceed the to not exceed amount of **Sixty-nine thousand four hundred dollars (\$69,400)**. Such sum shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials, and cost arising from, or due to termination of the Agreement. CITY shall pay CONSULTANT upon thirty (30) days of receipt of invoice and full acceptance of product and services by the CITY. Said compensation of the **Amendment No. 2** shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Agreement; and also include those arising*

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. 4105

Page 3 of 4

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 risk of any description connected with the work.”

SECTION 5: INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this **Amendment No. 2** with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this **Amendment No. 2** to Agreement No. 4105 to provide grant writing and administration consulting services for the CITY’s Transportation Department on an as-needed basis as of the day and year first above written.

(the “CITY”)

(the “CONSULTANT”)

CITY OF MONTEBELLO

KAT CONSULTING SERVICES LLC

By: _____
Raul Alvarez, City Manager

By: _____
Kimberly Ann Turner, Owner

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

ATTACHMENTS:

Exhibit "A" – Consultant's Scope of Services and Cost Proposal



ITEM # 25

**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 ISSUING REQUEST FOR PROPOSALS, NO. 25-11 FOR METROLINK RAIL FEEDER SHUTTLE SERVICE

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve issuing Request for Proposal (RFP) No. 25- 11 (RFP No. 25-11) for Metrolink Rail Feeder Shuttle Service; and
2. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact to issue RFP No. 25-11 for Metrolink Rail Feeder Shuttle Service (Attachment A). Once a vendor is selected for the award, the City Council may be requested to consider approving an agreement and amend the Transportation Department's Fiscal Year 2025-26 adopted operating budget as needed to appropriate funds. Subsequent fiscal year budgets will be developed to incorporate the necessary appropriations for this service.

BACKGROUND/DISCUSSION:

The City of Montebello is soliciting proposals from qualified vendors to provide Metrolink Rail Feeder Shuttle Services. Known as the Montebello LINK Program, this service aims to bridge the first mile/last mile (FMLM) gap between the Montebello/Commerce Metrolink Station (located at 2000 West Flotilla Street), and local employment centers during the morning and evening peak hour commute. This service will provide five (5) in-service vehicles to service the five (5) semi-fixed routes for each arriving and departing Metrolink train. The morning shuttles will transport commuters along the semi-fixed

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 2

routes, from the Metrolink Station to employment centers in Bell, Commerce, Montebello, Monterey Park, Pico Rivera, and Rosemead. The evening shuttles will return passengers along the same semi-fixed routes, from their workplace to the Metrolink Station.

The goal of RFP No. 25-11 is to provide a FMLM connection to existing transit infrastructure, expand access to transportation, and reduce vehicle emissions and traffic congestion. Staff recommend that the City Council approve issuing RFP No. 25-11, to solicit proposals from qualified vendors to assist Montebello Bus Lines (MBL) with Metrolink Rail Feeder Shuttle Service.

A selection process will be used to evaluate proposals based on various qualitative components and award an agreement based on a combination of price and qualitative considerations. Qualitative considerations include a management plan, quality of proposed personnel, qualifications and experience, and technical approach. MBL is particularly interested in a vendor that possesses the experience required to provide superior customer service and deliver objective and measurable results.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council approve issuing RFP No. 25 –11, attached hereto in substantial form (Attachment A), for Metrolink Rail Feeder Shuttle Service; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A: RFP No. 25-11

City of Montebello



REQUEST FOR PROPOSALS (RFP) No. 25-11



METROLINK RAIL FEEDER SHUTTLE SERVICE

June 12, 2025

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
<https://pbsystem.planetbids.com/portal/33072/portal-home>

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Exhibit A - Indemnification and Hold Harmless Agreement and
 Waiver of Subrogation and Contribution

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Exhibit C – Insurance

Exhibit D – Cost Proposal Sheet

Exhibit E – Statement of Disadvantaged Business Enterprise Participation

Exhibit F – Bidder’s List of Subvendor (DBE and Non- DBE)

Exhibit G – Certification Regarding Debarment, Suspension and Other Responsibility
 Matters - Primary Covered Transactions

Exhibit H – Performance Guarantee Certification

Exhibit I – Performance Bond

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Appendix A: Cost Proposal

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Appendix B: Metrolink Train Service Schedule

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Appendix C: Annual Service Miles and Passenger Count

INTRODUCTION

The City of Montebello, Department of Transportation, commonly known as Montebello Bus Lines (MBL), is seeking a qualified vendor to provide its Montebello Metrolink Rail Feeder Shuttle Services (Montebello Link) to and from the Montebello/Commerce Metrolink Station located at 2000 West Flotilla Street in the City of Montebello. The scope of work is to utilize five vehicles to transport Metrolink passengers during the morning and evening peak commute hours.

The city operates MBL to provide reliable and efficient public transportation services to the residents of Montebello and neighboring communities. As the third-largest municipal bus system in Los Angeles County, MBL proudly serves 1.8 million passengers a year throughout the communities of Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

In addition, the City reserves the right to reject any or all proposals, to waive information or irregularities to the extent permitted by law in any proposal received, and to be the sole judge of the merits of the respective proposals received.

DATE: June 12, 2025

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 25-11

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

METROLINK RAIL FEEDER SHUTTLE SERVICE

The City of Montebello(City), Department of Transportation, commonly known as Montebello Bus Lines (MBL), is seeking a qualified vendor to provide its Montebello Metrolink Rail Feeder Shuttle Services (Montebello Link) to and from the Montebello/Commerce Metrolink Station located at 2000 West Flotilla Street in the City of Montebello. The scope of work is to utilize five vehicles to transport Metrolink passengers during the morning and evening peak commute hours.

The selected vendor will also be responsible for providing Montebello Link shuttle services to bridge the commute gap from the Montebello/Commerce Metrolink station to local areas of employment. The vendor shall coordinate, manage, and control all necessary program activities that shall include providing vehicle operations, vehicle maintenance and operating personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency. The vendor shall not enter into an agreement with any other party for use of equipment or personnel dedicated to this service without the written approval of the City.

All service vehicles must carry valid licenses and/or permits that allow them to operate in Los Angeles County. The City will contract for operational services with payment made at a fixed rate per scheduled vehicle service hour, less any missed service. The Vendor shall provide a high quality, customer service-oriented shuttle operation. The city will monitor the service closely to ensure that all contractual responsibilities are met. Additionally, the selected vendor shall abide by and obey all applicable Federal, State, and City laws, and must also fully comply with all provisions of the Federal Americans with Disabilities Act requirements.

The term of the proposed agreement shall be a **three-year (3-year) term, with the option to extend for an additional two (2), one-year (1-year) terms**, commencing upon the date of execution between the City and the successful Vendor.

A Pre-Proposal Meeting will be held on Tuesday **June 26, 2025**. The meeting will convene at **3:00pm** Pacific Standard Time in the Transportation Administration Building located at 400 South Taylor Avenue, Montebello, CA.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be

only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Yessica Carrasco-Garcia
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1345
E-mail: ycarrasco@montebellocity.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing as outlined below will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City's Point of Contact set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **3:00pm** Pacific Standard Time, on **Thursday, July 17, 2025**, and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL is committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: John Soria
Title: Director of Transportation
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625, ext. 1315
Fax Number: (323) 887-4643
E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS (30-90 Days)

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	June 12, 2025
Pre-Proposal Meeting	Thursday	June 26, 2025 at 3:00 PM PST
Deadline to Submit Questions	Thursday	July 3, 2025, at 3:00 PM PST
Responses to Questions Provided	Thursday	July 10, 2025
Deadline to Submit Proposals	Thursday	July 17, 2025, at 3:00 PM PST
Presentations & Intent to Award	August/September	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 36	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
8	Statement Of Disadvantaged Business Enterprise Participation	Exhibit E	
9	Bidder's List of Subvendor(s) (DBE and Non-DBE)	Exhibit F	
10	Certification Regarding Debarment, Suspension....	Exhibit G	
11	Performance Guarantee Certification	Exhibit H	
12	Performance Bond	Exhibit I	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit J	
14	Bank Draft	Exhibit K	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal (accessed through the City of Montebello's official website at <https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839>) up to the hour of **3:00 p.m. on Thursday, July 17, 2025**.

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and proposers' references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations because of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the City's right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that may impact the proposal, (3) Proposer has reviewed all addenda, and (3) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform itself shall be at the proposers' own risk. A proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a proposer to have read all the conditions, instructions and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a proposer require clarifications of this RFP, the proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the <https://pbsystem.planetbids.com/portal/33072/portal-home> web page.

All questions, clarifications or comments must be submitted to or no later than **3:00 pm, Thursday, July 3, 2025**. No questions will be answered individually by the City or Transportation Departments.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No proposing company shall at

any time, after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members may travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal, it shall be signed, and the full name and address of the proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing the proposal in response to this request.
- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:

- a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
 - b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
 - c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs; and/or
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each Proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do so by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub vendor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful proposer to ensure all personnel possesses qualifications and/or experience. All personnel required in performing the services herein shall be secured at the expense of the successful proposer. Personnel shall not be employees of or have any contractual relationship with the City. Successful proposer's personnel shall always conduct themselves in a professional manner to all City employees. Rude or discourteous behavior by the successful proposer will not be tolerated and the offense can be justification for termination of contract. All sub-vendors of successful proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the Proposal due date. Protests related to matters other than the content of the RFP shall be received no later than five (5) days after proposal opening. If the Protest does not comply with the preceding requirements it may not be evaluated and may be returned to the Protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful vendor (the "Vendor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Vendor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: **City of Montebello, Attn: Accounts Payable, 1600 West Beverly Boulevard, Montebello, California, 90640.**

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to: City of Montebello, Attn: Accounts Payable, 1600

West Beverly Boulevard, Montebello, CA 90640. Payment will be made within thirty (30) days after acceptance and approval of invoice.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Vendor five (5) days' written notice thereof. Upon termination, MBL shall pay the Vendor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Vendor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Vendor breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The vendor shall be liable for all costs incurred by MBL because of such default.

SCOPE OF CONTRACT

The Vendor shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP (or the "Agreement") will be awarded to the responsive and responsible proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

- (a) Accept all or any part of a proposal;
- (b) Reject any or all proposals for any reason;
- (c) Waive any informality or minor errors to the extent permitted by law;
- (d) Award the Agreement as the interest of the City may require;
- (e) Cancel the entire RFP; or

(f) Issue subsequent RFPs.

An Evaluation Committee comprised of MBL staff, in accordance with the proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

POINT OF CONTACT

This RFP is issued by the City, and the Management Analyst will be the sole point of contact (“Point of Contact”) during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Yessica Carrasco-Garcia
Management Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 1345
Email: ycarrasco@montebellocity.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via [PlanetBids.com](https://www.planetbids.com)

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that the proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the proposer is operating under a fictitious name or trade name, provide evidence that the proposer has filed for and/or registered the fictitious name with the county where the proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion, may contact any or all the proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

Qualitative Considerations

The proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	<u>Project Management Plan</u> The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the proposer's knowledge of the standards outlined in the Scope of Work.	20 points
2	<u>Proposed Project Team</u>	10 points

	Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with the provision of shuttle services.	
3	<u>Qualifications and Experience</u> Demonstrate experience with shuttle services of the same or similar magnitude. Presentation of a catalog of shuttle services experience and expertise most advantageous to the City.	15 points
4	<u>Technical Approach</u> Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	30 points
	TOTAL	75 points

Price Considerations

The Price proposals will be evaluated as follows:

5	<u>Price</u> The proposer's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	25 points
	TOTAL	25 points

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, MBL and PROPOSER/LESSOR agree that in case the item or equipment embraced in this Proposal shall not have been completed due to the failure of the PROPOSER/LESSOR, MBL should recover said sum or sums of money, equal to the cost of engineering, inspection of work, and any additional and other expenses incurred from the PROPOSER/LESSOR, from the surety or from both. The amount of these deductions shall be assessed as liquidated damages, and are not to be considered penalties. For administrative purposes, \$100 per-hour "not to exceed \$1,200 per-day," for every day beyond the specified date, as extended, shall be withheld as a special reserve to be applied as liquidated damages, if any, the amount of said damages to be determined as per the above mentioned method.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 10% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the <https://pbsystem.planetbids.com/portal/33072/portal-home> Portal.

Performance Guarantee

A Performance Guarantee in the amount of 40% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

The successful Vendor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Vendor to increase the amount of the existing bond or to obtain an additional bond.

If the Vendor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Vendor. The Vendor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Vendor to perform under the Contract. It must specifically reference the Contract between the City and the Vendor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Vendor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

BACKGROUND

The City of Montebello, Department of Transportation, commonly known as Montebello Bus Lines (MBL), is seeking a qualified vendor to provide its Montebello Metrolink Rail Feeder Shuttle Services (Montebello Link) to and from the Montebello/Commerce Metrolink Station located at 2000 West Flotilla Street in the City of Montebello.

The selected vendor will supply five vehicles to transport Metrolink passengers during the morning and evening peak commute hours. Please see **Appendix B** for Metrolink arrival and departure times.

PROJECT OVERVIEW

The goal of the Montebello Link shuttle service is to bridge the commute gap from the Montebello/Commerce Metrolink station to local areas of employment. The Montebello Link will:

- A.** Provide convenient semi-fixed rail feeder service for the designated trains as identified in **Appendix B**;
- B.** Include dedicated rail feeder service which will wait for the trains;
- C.** Provide a Guaranteed Ride Service back to passengers' original Metrolink departure station should the shuttle miss the last train of the evening; and
- D.** Provide Customer Relations services to include: reservation taking, customer comment processing, real-time assistance for changing reservations, etc.

Proposals which demonstrate the commitment to operating a high quality, cost-effective and customer-oriented service will be evaluated most favorably by the City. The City will closely monitor the operation of the shuttle service and will work closely with the selected Proposer to ensure that a high quality product will be delivered.

PROJECT DESCRIPTION

Service schedules are provided in **Appendix B**. Annual service miles, hours, and passenger counts are provided in **Appendix C**.

A. Service Area Characteristics and Route Description

The Montebello Link will provide five semi-fixed routes with five in-service vehicles for each designated train. The morning shuttles will take passengers from the Metrolink station along the semi-fixed route close to their employment sites. The evening shuttles will return passengers from the same semi-fixed routes to the Metrolink station.

B. Span of Service/Frequency/Vehicle requirement

The Montebello Link operates Monday through Friday approximately from 3:54am to 7:00am and 4:30pm to 8:00pm; the route will operate with five in-service vehicles and one spare vehicle.

C. Holidays

The Montebello Link will not operate on the Holidays designated by Metrolink. It is the Proposer's responsibility to notify passengers at least one (1) week in advance of changes in service.

VENDOR'S RESPONSIBILITIES

The City of Montebello, Department of Transportation ("City") will contract with the successful bidder ("Vendor"). The Proposer shall coordinate, manage, and control all necessary program activities that shall include: providing vehicle operations, vehicle maintenance and operating personnel; providing driver and other personnel training; developing administrative procedures, performance statistics, and financial records; and developing methods to maximize service efficiency.

The Proposer shall not enter into an agreement with any other party for use of equipment or personnel dedicated to this service without the written approval of the City. All service vehicles must carry valid licenses and/or permits that allow them to operate in Los Angeles County. The City will contract for operational services with payment made at a fixed rate per scheduled vehicle service hour, less any missed service.

The Proposer shall provide a high quality; customer service oriented shuttle operation. The City will monitor the service closely to ensure that all contractual responsibilities are met.

The selected Proposer shall abide by and obey all applicable Federal, State, and City laws. The selected Proposer must also fully comply with all provisions of the Federal Americans with Disabilities Act requirements.

PROJECT PLAN AND STAFFING PLAN

Proposer shall provide a plan in the proposal that describes in detail the performance and function of all key personnel. An essential component of this plan should be a list of positions necessary to support the provision of the service, including project manager, front line supervision, dispatchers, operations manager, drivers, pertinent maintenance management, and any other key personnel.

Proposer shall also provide a plan in the proposal that describes all supervisory tasks and requirements necessary for the project including road supervision, dispatching, schedule adherence checks, complaint investigation and response, report writing, and training. In addition, the plan should include a list of all positions necessary to meet those requirements and the percentage of time each position will be devoted to each task. If personnel are shared between various City and non-City projects, this plan shall include a list of all positions for each project, the percentage of time each person is assigned to each project, and the shuttle service hours of each project.

Since field supervision is so critical to the overall efficiency of the Montebello Link service, Proposers must include in their proposals a minimum of one (1) field supervisor. Field supervisors must be dedicated to this service and must be available for the entire span of service. Proposers must submit a detailed plan regarding the duties and responsibilities of the field supervisors. This should not reduce the number of other necessary supervisory staff and functions, i.e., dispatching. The information provided will be used to compare proposals in terms of resources dedicated in the technical approach/work plan.

Upon awarding the contract and during the term of the contract, the Proposer shall be responsible for notifying the City regarding any changes in proposed personnel duties or hours that deviate from the original proposal. The City reserves the right to approve any changes in the proposed personnel duties or hours per this project.

PERSONNEL

The Proposer shall be solely responsible for maintaining an adequate quality labor force, and for the satisfactory work performance of all employees as described by this RFP or any reasonable performance standard established by the City.

The Proposer shall be solely responsible for payment of all employees' wages and benefits and sub-Proposers' cost. Without any additional expense to the City, the Proposer shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Proposer shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the project, for reasonable cause (to be determined by the City), of any personnel furnished by the Proposer. The City must be notified in writing of new hires or reassignments of project personnel. The City reserves the right to approve any changes in the Proposer's proposed key project staff.

PROJECT MANAGER

The Proposer shall designate a Project Manager, who will oversee the proper operation of the service. It is required that this person be identified and his/her resume included in the Proposer's proposal. The City reserves the right to approve any change of the Project Manager for this service. The Project Manager will provide both front line supervision and management of the project's accounts and operating records.

- A.** Project Management shall include but is not limited to the following:
 - 1. Proposer shall be responsible for collection of acceptable National Transit Database (NTD) data and other pertinent ridership information. The Proposer shall submit monthly and annual NTD based reports to the City.
 - 2. Maintenance of projects accounts.
 - 3. Preparation of a monthly invoice that will document all charges minus any possible penalties, missed or incomplete service.
 - 4. Responsibility for any operational problems and/or passenger complaints and accurately reporting these problems to the City within three (3) business days or sooner, if required.
- B.** Front line supervision shall include but is not limited to the following duties:
 - 1. Training and scheduling of all regularly assigned project personnel;
 - 2. Arranging the assignment of quality back-up personnel whenever necessary;
 - 3. Distribution and collection of operating reports.
 - 4. Daily monitoring of ridership.
 - 5. Supervision of all project staff to ensure that the quality of the services meets or exceeds the requirements of this RFP and the proposal.

VEHICLE DRIVERS

Vehicle drivers will work on a schedule that ensures a consistent and overall high quality of service. Vehicle drivers must have a valid California driver's license and endorsements of the appropriate class and Medical Examination Certificate, if required, as well as any other certificates required by applicable federal, state and local regulations.

The Proposer shall conduct pre-employment DMV checks of all personnel including independent or sub-contracted employees hired for service, and shall check DMV records at least every twelve (12) months for accidents, vehicle code violations, and valid driver's licenses of its employees whose job requires them to operate vehicles for this project. This information shall be made available for the review by the City upon request. It is the responsibility of the Proposer that driver's licenses and appropriate certificates are always current.

While performing their duties on the route, vehicle drivers must maintain a clean and neat appearance and must be in a uniform that displays the driver's name or identification number. The City has the right to approve or reject of the drivers' uniform to be used for this RFP. Maintenance and replacement of uniforms remains the Proposer's responsibility.

TRAINING

The Proposer shall provide a program of driver training in vehicle operation, safety, passenger relations, ADA requirements, route and schedule orientation, and on-time performance prior to permitting any driver to operate any vehicle in service. The Proposer shall also provide an on-going safety program to ensure a safe operating environment. Vehicle drivers must be trained in all operational procedures relating to the system.

Training must place significant emphasis on techniques for dealing with the public in a helpful and courteous manner to achieve the maximum level of customer service. Due to the importance of customer relations training for drivers, Proposers must provide a detailed description of their driver training program, including customer service training. The Proposer shall describe how it will maintain a driver sensitivity and empathy-training program directed towards the needs of disabled passengers in compliance with the Americans with Disabilities Act (ADA). The Proposer shall also describe its training and communication program for dealing with passenger disturbances. The amount of time dedicated to each aspect of the Proposer's drivers training program should also be discussed.

The Proposer shall be required to have an on-going driver training program. The training will include various topics including the areas of defensive and safe driving, emergency crisis management, understanding work expectations, and other relevant topics. The Proposer shall be required to pre-plan a training schedule on an annual basis. A written training schedule with specific topics and objectives will be submitted to the City upon request. The Proposers may also be required to hold training that may be pertinent to the issue at the time.

SERVICE VEHICLES

Service vehicles should be 21 passenger vans or equivalent and ADA compliant with wheelchair accessibility. Alternative fuel vehicles are preferred but not required. Vehicles used for this service must meet all air quality regulatory requirements set by the California Air Resource Board and the South Coast Air Quality Management District (SCAQMD) for current standards. Vehicles that require the use of diesel fuel will not be considered.

Service vehicles must be of a solid white exterior color, display the Montebello Link design and the Proposer's name as approved by the City prior to beginning service operation. Any changes or modifications to the exterior design must be approved by the City in advance.

The Proposer will be responsible to ensure that all vehicle warranty work is performed in accordance with the warranty conditions, if applicable. When not in service, all vehicles will be stored in a secure area. The number of vehicles to be provided in this project is five (5) plus one (1) spare.

The Proposer shall maintain all in-service and spare vehicles provided as part of this project.

COMMUNICATION SYSTEM

The Proposer shall provide a radio communication system in each service vehicle that will allow for the timely and efficient dispatching, coordination, and responding to necessary service calls. The system may be of the Proposer's choice, but must include the necessary performance elements of the system.

VEHICLE CONDITION

The Proposer shall maintain all vehicles and vehicle equipment in excellent working condition both operationally and in appearance.

APPLICABLE CODES AND REGULATIONS

All vehicles required to be utilized for this proposal shall be safe for operation on public streets over the term of the project, and meet all requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the California Vehicle Safety standards. Particular attention shall be directed to the California Highway Patrol Motor Carrier Safety Regulations. Each vehicle is required to be inspected annually by the California Highway Patrol as it pertains to the California Code of Regulations Title 13. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City immediately, and any applicable signed certification shall be displayed or carried on the vehicles.

The Proposer shall maintain a record of satisfactory California Highway Patrol (CHP) terminal inspections throughout the life of the contract. If the Proposer receives an unsatisfactory rating from the CHP, the Proposer shall notify the City immediately and state what is being done to correct the deficiency. The City reserves the right at its sole discretion to inspect and reject temporarily or permanently, by notice to the Proposer, any vehicle the Proposer proposes to use or subsequently utilizes which the City deems unacceptable.

OPERATING PERFORMANCE STANDARDS

The Proposer will be held responsible for project management according to specified operating procedures. The City may establish additional rules that are reasonable for operation of this service after consultation with the Proposer. Vehicles shall be operated with primary regard for the safety, comfort, convenience, and overall satisfaction of passengers and the general public.

Service shall be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of a declared emergency. The Proposer shall strive to maintain on-time performance; however, the Proposer shall not be held responsible for failure to provide on-time service due to unusual weather or traffic conditions, unavoidable vehicle malfunctions, or naturally occurring disasters, if sufficient documentation is provided to the City. Proposers shall discuss in the proposal their proposed operational plan for maintaining on-time performance. Proposer shall also

discuss in their proposal their proposed operational plan for expeditiously resuming service in the event of a road call or other interruption in service. Operational difficulties that result in missed trips or vehicles not operating as required by this RFP must be reported immediately to the City.

Procedures shall be established in order to ensure that project management staff is aware of passenger complaints and operational problems. Drivers must report any passenger complaints or operational problems with the vehicle immediately to management staff, who will ensure that appropriate measures are taken by supervisory or maintenance staff to correct the problem and that all complaints are reported to the City.

Procedures shall be establish instructing drivers, supervisors, management or other staff members on the proper method for directing passengers to report customer comments to the City. Proposer shall discuss their plan for monitoring of service quality, including on-time performance, missed trips, preventive maintenance of vehicles, vehicle cleaning, driver courtesy, etc. Proposers shall discuss any plans to subcontract with an independent firm to assist in project monitoring.

PERSONNEL PERFORMANCE STANDARDS

The proposal shall describe how the performance of the drivers and supervisory personnel will be monitored and evaluated. If the project manager is responsible for managing these activities, his or her time allocation should be reflected accordingly.

Regularly assigned drivers or a fully trained back up must be available and on time, at all times, to ensure consistent and reliable service. All personnel are responsible for knowledge of the service system design, including the routing and stops, schedules, and ADA requirements. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints and operational problems to project management staff.

PROPOSER REPORTS

The City is requiring that the Proposer provide an extensive amount of data reporting which will serve as a database to monitor and evaluate productivity of the service and the performance of the Proposer. The success of the City's Proposer performance evaluation program is dependent upon the timely and accurate reporting of essential operating and maintenance information by the Proposer. The Proposer, in accordance with the established reporting schedule, will prepare data reports to be submitted promptly to the City.

A. Ridership Report

A monthly trip report shall be prepared by the Proposer and submitted to the City within ten (10) working days after the end of the month, which contains daily ridership, service hours, and other desired operation information, by route. A service map should be included as reference.

B. Road Call/Missed Trip/Incidents Report

A Monthly Summary of Road Calls/Missed Trips/Incidents Report shall also be submitted to the City within ten (10) working days after the end of each month, which summarizes the information on the daily reports during each month.

C. Preventive Maintenance Report

A Monthly Preventive Maintenance (PM) Report shall be submitted to the City within ten (10) working days after the end of each month indicating the date and mileage when the last PM was performed for each vehicle. This report shall match the Proposer's maintenance records, and will be audited by the City.

D. Accident Report

An accident report shall be delivered to the City within 24 hours of each accident. Any major accident involving injuries or significant damage to servicing vehicles shall be immediately reported to the City. If any service is missed as a result of an accident, a Road Calls/Missed Trips/Incidents Report must also be completed.

E. Passenger Comment Report

Service vehicles shall clearly display information directing passengers who wish to place a customer comment to the City's designated phone line or email address. Information shall be installed at a place approved by the City.

In addition, any customer comments received by the Proposer shall be submitted on a Passenger Comment Report including all corrective action taken to address the matter. This report shall be completed by the Proposer regardless of whether the comment (verbal or written) was received directly by the Proposer, or was forwarded to the Proposer via the City. The Proposer is required to respond to the comment within three (3) business days after receipt of the comment. A monthly summary report shall be completed by the Proposer and submitted to the City within ten (10) working days after the end of each month.

F. On-Time Performance Report

The Proposer is required to monitor and document the on-time performance of each service vehicle. A monthly On-Time Performance Report shall be completed by the Proposer and submitted to the City within ten (10) working days after the end of each month.

G. Operating Performance Penalties

The City shall monitor the project shuttle service in order to assess the performance of the Proposer in delivering the service. The monitoring activities shall include, but not be limited to, vehicle cleanliness, completed vehicle trips, on-time submission of reports, heating and air conditioning system performance, and unsafe operations of the vehicle. The City shall maintain the right to assess performance penalties against the Proposer, as set forth herein, based on the Proposer's failure to meet the established standards. Performance Penalties applicable thereto, shall include the following performance criteria and be charged based upon non-compliance with the standards reported by: 1) the Proposer; 2) at least three passengers; or 3) City staff. The City reserves the right to modify these performance criteria, as necessary.

1. Late Trips

If a shuttle arrives after the PM departure of designated train or arrives five (5) minutes late after the AM arrival of designated train at the Metrolink Station, performance penalties of \$50 per vehicle incident will be assessed.

2. Missed Trips

If a shuttle is not able to complete its trip for a non-emergency reason, performance penalties of \$100 per missed trip will be assessed.

3. Submission of Reports

The Proposer shall submit timely, accurate and completed reports as specified by the City. Failure to do so shall result in performance penalties of \$25 per day for each day a report is due. Failure to submit annual performance reports for regulatory compliance may be cause for contract termination.

4. Falsify or Non-Submittal of Reports

If the City determines that a Proposer has intentionally not submitted a required report to the City on schedule, or has submitted inaccurate information to the City in order to avoid performance penalties, performance penalties of \$500 will be assessed and the contract may be cause for contract termination.

5. Heating and Air Conditioning Performance

The Proposer shall ensure all vehicles have operating heating and air conditioning units prior to start of shuttle service each day. Failure to have a functioning air and heating unit during service will result in performance penalties of \$50 per incident.

6. Driver Courtesy

If driver is reported for verified discourteous or rude behavior or refusing to operate a functioning wheelchair lift, performance penalties of \$100 per incident will be imposed on the Proposer.

7. Passenger Comment Cards

The Proposer shall ensure that at least five (5) passenger comment cards are available on each vehicle during daily shuttle service. Failure to do so shall result in performance penalties of \$25 per shuttle per day.

8. Other Requirements

The Proposer shall be responsible for all other functions, and their cost, not specifically discussed herein but required to provide safe, reliable, legal and efficient operation of the Services.

SECURITY

The primary law enforcement agencies for security and transit-related crimes on contracted service areas are the Montebello Police Department and Los Angeles County Sheriff Department. Local municipal law enforcement agencies will provide police service as necessary and appropriate. The Proposer is responsible for timely and efficient communication with law enforcement agencies, as well as the City.

Security expenses of any type incurred by the Proposer are considered as a cost of doing business and shall not be eligible for reimbursement under the contract.

CITY'S PROJECT MANAGER RESPONSIBILITIES

The City's Project Manager or designee will monitor the Proposer's day-to-day operation to ensure compliance with Scope

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe an experience in similar projects, particularly in the transit and public sector environments. The Vendor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Vendor will state and identify its involvement with other clients for both past and present projects. The Vendor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Vendor's involvement and responsibility should be defined for each project.
- Identify any subProposers by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major subProposers proposed.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

- A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
- B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, city, or county labor laws and/or regulations within the past five (5) years.
- C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.
- D. The firm must have a minimum of five years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in safety and security for public transit agencies, preferably in an environment of similar size and scope to the MBL.
- E. Licensed to do business in the State of California.

- F. Experience with projects of similar size and scope.

SECTION 6 – FORM OF CONTRACT (DRAFT)

PROFESSIONAL SERVICES AGREEMENT FOR

METROLINK RAIL FEEDER SHUTTLE SERVICE

THIS AGREEMENT (“Agreement”) is made and entered into on, 2025, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as “CITY”) and (Hereinafter referred to as “VENDOR”). CITY and VENDOR are sometimes referred to herein individual as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, CITY desires to retain a qualified professional VENDOR to

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

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

WHEREAS, VENDOR responded to CITY’s Request for Proposals dated as such is set forth fully in **Exhibit “A”** hereto and incorporated fully herein by this reference (hereinafter “Vendor Proposal”).

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

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

- a. This Agreement.
- b. RFP No. 25-12, attached hereto as **Exhibit “A.”**
- c. VENDOR’S Proposal to RFP No. 25-11 dated, 2025, attached hereto as **Exhibit “B”**.
- d. VENDOR’S “Best and Final Offer” to RFP No. 25-11 dated, 2025, attached hereto as **Exhibit “C”**.
- e. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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

SECTION 2. SERVICES / COMPENSATION.

A. VENDOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. VENDOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

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

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by VENDOR within thirty (30) days of the date of such invoice.

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

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at VENDOR's discretion.

SECTION 3. TERM.

This Agreement shall commence on, 2025 and shall be valid for an initial term of one year with the option to extend for an additional XXXXX.

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 4. PERFORMANCE.

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

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

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

D. VENDOR shall have the right to retain, subject to CITY's written approval, additional individuals, Vendors, or sub-Proposers to assist in the completion of services as herein defined. Compensation for additional individuals, Vendors, or sub-Proposers shall be the sole and exclusive responsibility of the VENDOR.

E. VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, VENDOR shall make all records, invoices, timecards, cost control sheets and other records maintained by VENDOR in connection with this Agreement available during VENDOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by VENDOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by VENDOR. Any alteration or reuse by the CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates VENDOR for such reuse.

SECTION 5. WORK PRODUCT.

A. VENDOR hereby agrees that all work produced pursuant to this Agreement and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. VENDOR may take and retain copies of such written products as desired.

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

C. Documents are provided in VENDOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold VENDOR, its sub-Proposers, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall the VENDOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to VENDOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by VENDOR prior to the date of termination; (2) that VENDOR provides CITY with adequate proof that VENDOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Agreement. VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by VENDOR during the Term of this Agreement.

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

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

SECTION 11. INDEPENDENT CONTRACTOR.

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

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

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

SECTION 12. PERS ELIGIBILITY INDEMNITY.

A. In the event that VENDOR or any employee, agent, or sub-vendor of VENDOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, VENDOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of VENDOR or its employees, agents, or sub-vendors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

SECTION 13. LEGAL RESPONSIBILITIES.

VENDOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello

Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

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

SECTION 15. INSURANCE COVERAGE.

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

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent vendors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** (\$2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **One Million Dollars and Zero Cents** (\$1,000,000.00) per accident for bodily injury or disease. VENDOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by VENDOR for CITY and to require each of its sub-vendors, if any, to do likewise under their workers' compensation insurance policies.

By executing this Agreement, VENDOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the VENDOR's profession, with limit no less than **Two Million Dollars and Zero Cents** (\$2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, VENDOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, VENDOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

VENDOR shall require each of its sub-vendors, if any, to maintain insurance coverage that meets all requirements of this Agreement.

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

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

At all times during the Term of this Agreement, VENDOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. VENDOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

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

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. VENDOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of VENDOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR and VENDOR's employees, agents or sub-vendors, from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether CITY has received a waiver of subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

Procurement of insurance by VENDOR shall not be construed as a limitation of VENDOR's liability or as fall performance of VENDOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by the failure of VENDOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

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

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

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

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

SECTION 19. ATTORNEY'S FEES AND COSTS.

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

SECTION 20. WARRANTIES.

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

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

SECTION 21. MISCELLANEOUS.

- A. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.
- B. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- C. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- D. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.
- E. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in

the same manner as though an originally signed copy had been delivered.

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

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

VENDOR

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 24. CONFLICT OF INTEREST.

VENDOR and its officers, employees, associates and sub-vendors, if any, shall comply with all California conflict of interest statutes applicable to Vendor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. VENDOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, VENDOR shall avoid the appearance of having any interest that would conflict in any

manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

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

CITY OF MONTEBELLO

VENDOR

Raul Alvarez
City Manager

Name and Title

Dated: _____

Dated: _____

ATTEST:

Christopher Jimenez
City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS**LETTER OF TRANSMITTAL**

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 25-11

METROLINK RAIL FEEDER SHUTTLE SERVICE

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to proposers, the proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Vendor shall only proceed with the work upon receipt of a Notice to Proceed.

The proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,

2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.25-11, METROLINK RAIL FEEDER SHUTTLE SERVICE

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subvendors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 25-11 **METROLINK RAIL FEEDER SHUTTLE SERVICE** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: _____ Name: _____
(Print) (Print)

By: _____ By: _____
(Signature) (Signature)

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT B
REFERENCES

List at Least Three (3) Professional References:

1	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	Project City/Agency/Other:		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract <i>(Please include contract value, award date, term of contract, and description of work):</i>	Contract Value:	\$
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C**INSURANCE**

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

- A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.
- C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
- D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$2,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement.
- E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail,

return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

- F. Vendor shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

EXHIBIT D
RFP No. 25-11
METROLINK RAIL FEEDER SHUTTLE SERVICE
COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as “Vendor/Proposer”), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Quantity	Description of Work	Cost of Needs
Lump sum	METROLINK RAIL FEEDER SHUTTLE SERVICE	\$
		\$
		\$
		\$
		\$
		\$
		\$
	<i>TOTAL</i>	\$

List other costs/fees:

<u>Description</u>	<u>Cost/Fees</u>

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	Date:

EXHIBIT E

STATEMENT OF

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This proposal provides for the following Disadvantaged Business Enterprise participation:

Disadvantaged Business Enterprise

Firm Name

Address

Phone Number

Type of Business

Current DBE Certification? _____ Yes* _____ *No

*(If "Yes," attach copy of current Letter of Certification and copy of current Statement of Personal Net Worth.)

Total \$ _____

% of Total Contract _____

Signature: _____ Date: _____

EXHIBIT F
Bidder's List of Subvendors (DBE and Non-DBE)
Part I

The bidder shall list all subvendors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subvendors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
<i>Address</i>		☐ < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	☐ < \$15 million		
<i>City State ZIP</i>		☐ > \$15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all subvendors who provided a quote or bid but were not selected to participate as a subvendor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address	Fax	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)
Name	Phone	☐ < \$1 million		☐ YES
		☐ < \$5 million		☐ NO
Address	Fax	☐ < \$10 million		If YES list DBE #:
		☐ < \$15 million		
City State ZIP		☐ > \$15 million		Age of Firm (Yrs.)

EXHIBIT G**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____ CERTIFIES
(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

Signature of Attorney

Date

EXHIBIT H

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT I

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor,
 and,

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of \$_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No. _____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS

PRINCIPLE

(SEAL)

(TITLE)

WITNESS

SURETY

(SEAL)

(TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT J
IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
 _____ (Title)

_____ (The "Beneficiary") and hereby
 _____ (Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
 _____ (Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.
2. The Beneficiary is making a drawing under the Letter of Credit.
3. An Event of Default has occurred under Contract No.
4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of _____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT K
Bank Draft

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars (\$)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

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APPENDICES

Appendix A: Cost Proposal

Appendix B: Metrolink Train Service Schedule

Appendix C: Annual Service Miles and Passenger Count

Cost Proposal

This form identifies the key cost components for the operation of this service. This cost information will be used in the evaluation of proposals (Section 4.1C4).

The initial term of this agreement shall be for three (3) years with an option for two (2) annual renewals of one (1) year each; upon mutual consent of the parties (Ref Section 3.7). Cost evaluation will be based upon the first three (3) years.

5 Vehicles X 6 hours per day X 261 days per year = 7650 hours per year

	Year 1	Year 2	Year 3	Year 4	Year 5
1. Estimated Annual Hours	7650	7650	7650	7650	7650
2. Hourly Rate	_____	_____	_____	_____	_____
TOTAL Annual Cost (1X2)	_____	_____	_____	_____	_____

OPTIONAL – ADDITIONAL HOURS

	Year 1	Year 2	Year 3	Year 4	Year 5
Regular Hourly Rate	_____	_____	_____	_____	_____
Overtime Hourly Rate	_____	_____	_____	_____	_____

Name _____ of _____ Company: _____

Address: _____

_____ City: _____ State: _____

_____ Zip Code: _____ Phone: _____

_____ Email: _____

Submitted By:

Printed Name:

Title:

Signature:

Date:

Metrolink Train Service Schedule 2024

Riverside to Los Angeles – Monday through Friday

Train	#1	#2	#3	#4
	401	403	405	407
Arrival Times	am	am	am	am
Montebello/Commerce	3:54	4:54	5:54	6:54

Los Angeles to Riverside – Monday through Friday

Train	#1	#2	#3	#4
	410	412	414	416
Departure Times	pm	pm	pm	pm
Montebello/Commerce	5:06	6:06	7:06	8:06

Annual Service Miles and Passenger Count

	FY 24/25											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Total Passengers	1,433	1,622	1,488	1,677	1,465	1,173	1,537	1,535	1,584	1,712	1,732	1,553
Vehicle Service Miles	2,711	2,718	2,445	2,381	2,403	1,853	2,551	2,502	2,584	2,619	2,831	2,420
Vehicle Service Hours	354	404	349	405	361	264	368	343	345	303	387	352
	FY 23/24											
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Total Passengers	1,227	1,872	1,717	1,646	1,776	1,553	1,533	1,595	1,642	1,576	1,604	1,554
Vehicle Service Miles	1,268	2,858	2,683	2,618	2,812	2,343	2,710	2,534	2,904	2,570	2,757	2,744
Vehicle Service Hours	143	348	387	317	353	300	322	329	412	345	369	397



ITEM # 26

**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: APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3980 WITH PUN GROUP, LLP FOR FINANCIAL AUDIT SERVICES

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3980 with The Pun Group, LLP; and,
2. Authorize the City Manager to execute the amendment, extending the term of the agreement to June 30, 2027; and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City relies on The Pun Group, LLP for Financial audit Services. The total amount of this agreement shall not exceed \$455,524. This total, not-to-exceed amount includes the extension option for two (2), one (1) year terms and includes a ten (10) percent contingency for additional, as-needed services related to financial auditing/reporting. Staff are requesting the execution of Amendment No. 1 (Attachment A) to extend the term of the agreement through June 30, 2027.

Attachment A includes total maximum costs for the audit services for Fiscal Years 2024-25 and 2025-26: \$85,233 and \$87,790. The services include the annual audit (i.e., production of the Annual Comprehensive Financial Report [ACFR]), single audit (for federally funded programs), various required State Controllers Office (SCO) reports, transit related audits, and other financial audit reports, procedures and analyses. The proposed Fiscal Year 2025-26 operating budget will include the necessary funds for these services. (Because annual audits are completed retrospectively, the FY 2025-26

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 2

budget includes funding for the FY 2024-25 audit.)

BACKGROUND/DISCUSSION:

Most government agencies are required to hire external, independent auditors to audit their financial statements annually and conduct internal controls evaluations. The auditor is responsible for determining that financial statements do not include material misstatements and do not misrepresent their financial condition. In addition, auditors evaluate the City's internal controls and procedures to reduce the risk of collusion, theft, or fraud.

On May 11, 2022, the City entered into Professional Services Agreement No. 3980 with The Pun Group, LLP (Attachment B) to provide financial audit services for Fiscal Years 2021-22, 2022-23 and 2023-24. Over the past three years, The Pun Group has demonstrated consistent responsiveness and a high level of expertise, particularly in auditing local municipal agencies within Los Angeles County, as well as transit authorities.

Based on their performance, specialized experience and familiarity with Montebello's operations and financial documents, staff recommend approving an extension of Agreement No. 3980 for two (2) additional one-year terms, extending the agreement through June 30, 2027 (Attachment A). The term extension will allow the Pun Group to conduct the required annual audits for Fiscal Years 2024-25 and 2025-26.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City amend the term of Professional Services Agreement No. 3980 by extending it through June 30, 2027, and authorize the City Manager to execute Amendment No. 1 (Attachment A).

ATTACHMENT(S)

1. Attachment A - Amendment No. 1 to Agreement No. 3980
2. Attachment B - Agreement No. 3980

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3980
WITH THE PUN GROUP, LLP**

This Amendment No. 1 to the Professional Services Agreement No. 3980 ("Amendment No. 1"), is made and entered into this 11th day of June 2025, ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, (hereinafter referred to as the "CITY") and THE PUN GROUP, LLP (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 to retain a qualified professional consultant to provide financial audit services for the CITY, dated May 11, 2022 ("Agreement"); and

WHEREAS, the CITY awarded the Agreement to CONSULTANT based on their education, experience, expertise, and training; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

WHEREAS, the Parties desire to exercise the two (2) additional years (expiring June 30, 2027) set forth in Section 3 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. 1; and

WHEREAS, the Parties desire to increase the maximum compensation allowable under the Agreement; 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. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

AMENDMENT NO. 1 TO AGREEMENT NO. 3996

Page 2 of 3

SECTION 2. AMENDMENT TO COMPENSATION. Through this Amendment No. 1, the Parties agree to increase the maximum compensation amount for the two (2) additional years extension.

SECTION 3. RATE SCHEDULE. The Agreement shall be amended to include the updated rate schedules attached as Exhibit "A" to this Amendment No. 1.

SECTION 4. EXTENSION OF TERM. Through this Amendment No. 1, the Parties hereto agree to extend the term of the Agreement from June 30, 2025, to June 30, 2027; unless terminated earlier in accordance with its terms. The Parties acknowledge that the two (2) additional years term is now in effect.

SECTION 5. INCORPORATION OF REMAINING TERMS. 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. 3996

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

(the "CITY")

CITY OF MONTEBELLO

(the "CONSULTANT")

THE PUN GROUP, LLC

Raul Alvarez, City Manager

Kenneth H. Pun, CPA, CGMA,
Managing Partner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

Exhibit A – Extension Letter



May 14, 2025

City of Montebello
Alexis Lucero, MPA - Finance Manager
1600 W Beverly Blvd.
Montebello, CA 90640

RE: Audit Services Contract Extension – Fiscal Years Ending June 30, 2025, and June 30, 2026

Dear Ms. Lucero:

I would like to take this opportunity to thank you for the confidence and support the City of Montebello (the “City”) has provided to us over the past years, and presents this letter for your consideration regarding extending The Pun Group, LLP’s contract with the City.

We have developed an understanding of the City’s operations that has aided us in providing quality Audit Services. With that knowledge, we have been able to expand our audit efforts and provide observations that have assisted the City’s staff. We have also demonstrated our ability to respond to requests of the City and our ability to deliver quality services. It is our understanding the City of Placerville has been satisfied with our efforts.

We would like to propose an extension of our Audit Services contract to include the Fiscal Years Ending June 30, 2025, and June 30, 2026; the objective of our audits is to issue an opinion regarding the fairness of the presentation of the City’s financial statements in accordance with generally accepted accounting principles. The proposed total all-inclusive maximum price ⁽¹⁾ ⁽²⁾ is presented as follows:

Description of Services Provided	FY 2024-25	FY 2025-26
City’s Financial Audit and Related Reports	\$ 58,461	\$ 60,215
Single Audit - up to 2 major programs ⁽¹⁾	8,742	9,004
Data Collection Form	Included	Included
SAS 114	Included	Included
GANN Limit	546	563
State Controller’s Report - City	3,278	3,377
State Controller’s Report - Public Financing Authority	1,093	1,126
State Controller’s Report - Transit	1,093	1,126
New GASB Pronouncements	2,732	2,814
Annual National Transit Database (NTD) Report	5,464	5,628
Transit Fund Financial Statements (TDA)	3,825	3,939
Total All-Inclusive Price ⁽²⁾	\$ 85,233	\$ 87,790

⁽¹⁾ Single Audit fee includes up to one (2) major program. The fee for auditing additional major programs will be \$6,000 each. The number of programs determined to be “major” will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City of Montebello Management before starting Single Audit work.

⁽²⁾ Supplemental reports, audits, or agreed-upon procedures must be added in a written agreement prior to commencing audit work. The Firm and City of Montebello will discuss and approve the scope and associated costs of these tasks.

Please review the updated terms outlined in this change order. If the City of Montebello agrees with the foregoing, please sign the copy of this letter in the space provided and return it to us.

We very much appreciate our relationship with the City of Montebello and stand ready to continue providing the level of service and commitment to which the City of Montebello has become accustomed. If you have any questions, please feel free to call me at (949) 777-8805.

Sincerely,
The Pun Group, LLP



Frances J. Kuo, CPA, CGMA | Managing Partner

This letter correctly sets forth the understanding of the City of Montebello as described.

Acknowledged by:

City of Montebello

Signature

Name and Title

Date

	Year4 FY24/25	Year5 FY25/26
Proposed All-Inclusive Total	\$ 85,233.00	\$ 87,790.00
Contingency (10%)	\$ 8,523.30	\$ 8,779.00
Total	\$ 93,756.30	\$ 96,569.00

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3980
WITH THE PUN GROUP, LLP

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on May 11, 2022 ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and THE PUN GROUP, LLP (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 financial audit 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. 22-6
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 Audit Services in the City of Montebello (issue date February 28, 2022) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to conduct a community risk assessment 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 on June 30, 2025, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2), one (1) 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.

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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SECTION 5. WORK PRODUCT.

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

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

SECTION 6. EXTRA SERVICES.

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

SECTION 7. CITY SUPERVISION.

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

SECTION 8. TERMINATION.

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

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

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the 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

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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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 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

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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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.

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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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.

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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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.

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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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.

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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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 – Finance Department
Attn: Michael Solorza, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887 - 1200
Email: msolorza@cityofmontebello.com

If to Consultant: The Pun Group, LLP
Attn: Kenneth H. Pun – Managing Partner
200 East Sandpoint Ave, Suite 600
Santa Ana, CA 92707
(949) 777-8801
Email: ken.pun@pungroup.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

PROFESSIONAL SERVICES AGREEMENT NO. 3980

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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. 3980

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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

THE PUN GROUP, LLP


René Bobadilla, City Manager


Kenneth H. Pun, CPA, CGMA
Managing Partner

ATTEST:


Christopher Jimenez, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Response to RFP 22 – 6 Dated March 31, 2022
- Exhibit B – Schedule of Compensation
- Exhibit C – Live Scan Fingerprinting Requirement

EXHIBIT "A"

Response to RFP 22-6 Dated March 31, 2022

CITY OF MONTEBELLO

Kenneth H. Pun, CPA, CGMA

Managing Partner
200 E. Sandpointe Ave., Suite 600, Santa Ana, CA 92707
(949) 777-8801 | ken.pun@pungroup.com

PROPOSAL

Professional Auditing Services

March 31, 2022





Kenneth H. Pun, CPA, CGMA
Founder & Managing Partner

WHY CHOOSE THE PUN GROUP LLP?

“ The Pun Group’s most valuable asset is our people, they and their deep experience drive our every interaction with clients. ”

- Big firm expertise, small firm values
- Personal attention meets technical expertise
- A unique firm culture
- Innovation embraced
- Achievable plans to move your organization forward

The Pun Group LLP is recognized for its professionalism, integrity, and providing clients with practical solutions unique to their circumstances and issues. You will receive a superior level of service and a quality audit.

Thank You!

Thank you for allowing us to submit our qualifications to provide you with Audit Services.

The Pun Group, LLP

The Pun Group LLP
Certified Public Accountants and Business Advisors

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The Pun Group Wins 2022 “Best of Accounting” Award



The Pun Group is proud to have won 2022's Best of Accounting® award from ClearlyRated. ClearlyRated recognizes the best in staffing, accounting, and other professional services by recording Net Promoter Scores® (NPS) and reviews to measure client satisfaction.

This award is unique in the U.S. and Canada because it is the only accolade that relies solely on ratings submitted from third-party validated survey responses. Firms that receive a ClearlyRated award are recognized as “leading their industry through their ongoing commitment to service excellence.” The Pun Group received a positive 88.9% NPS, reflecting an exceptionally loyal and satisfied audience.

“Winners of the 2022 Best of Accounting award for client satisfaction have demonstrated their commitment to delivering exceptional client service, even as Covid-19 has forced them to reimagine and rebuild their approach to business,” said ClearlyRated's CEO and Founder, Eric Gregg.

Our firm excelled in five key areas: Responsiveness, Quality, Value, Needs Understanding, and Proactive Approach.

About ClearlyRated

Rooted in satisfaction research for professional service firms, ClearlyRated utilizes a Net Promoter® Score survey program to help professional service firms measure their service experience, build an online reputation, and differentiate on service quality.

“

“The Pun Group is not there to judge if a finance team is underperforming; they have the attitude to partner with the client to resolve issues and to streamline processes for the next audit.”

Roger R.

“

“We've been working with The Pun Group for years and they've always been responsive. Their fees are also much more reasonable than most.”

Graciela S.

“

“The firm's responsiveness and technical knowledge during the audit. My staff likes having Suralink (client's portal) whereby prepared by client schedules and requests for additional information can be easily uploaded.”

State & Local Client

“

“The Pun Group provides exceptional service on a consistent basis.”

David W.



March 31, 2022

City of Montebello
Mr. Michael Solorza | Finance Director
1600 W. Beverly Blvd.,
Montebello, California 90640

Re: RFP No. 22-6 Audit Services

Dear Mr. Solorza:

Please allow us to introduce our Firm and share our qualifications and proposed audit plan for the City of Montebello (the "City") according to your Request for Proposals for Audit Services for a three (3) year agreement starting with the fiscal year ending June 30, 2022, with an option to extend for two (2) additional, one (1) year terms.

The Pun Group LLP (the "Firm") has the knowledge and experience necessary to become the City's next public accounting firm, and the work plan to ensure a smooth audit process.

This letter is an acknowledgment of the Firm's understanding of the work to be performed. We are offering our commitment to being available, delivering all of the required work, completing the audit, and issuing the necessary auditor's reports within the periods outlined by the City. In other words, meeting the City's needs for this project will be our team's priority.

The Pun Group is the right choice for the City of Montebello because:



We Understand the Demographics and Your Needs. The Pun Group is reputable for its governmental practice. We are the principal auditors for cities in California such as Bell, Calexico, Corona, Coachella, Desert Hot Springs, Gardena, Gilroy, Lakewood, Lodi, Monterey, National City, Napa, Palm Springs, Perris, Rohnert Park, San Mateo, Stockton, Tracy, and several others. Accordingly, the proposed engagement team has a deep understanding of the current issues that municipalities are facing, such as varying demographics, economic environments, and the constantly changing landscape of laws and regulations.



Recognized Leader in the Governmental Industry. We are a small national Firm with licenses in the States of California, Arizona, and Nevada and a proven leader in professional services to the government sector. All key engagement team professionals are licensed to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits. The partners and all employees proposed to perform the requested services do not have a record of substandard audit work nor have any outstanding claim of substandard practice or unsatisfactory performance pending with the State Board of Accountancy or other professional organizations. In addition, we are members of the national AICPA Audit Quality Center.

We strongly believe that part of our success is credited to our professionals' participation with various industry-leading organizations. Such affiliations are critical to addressing emerging accounting and auditing issues within the industry environment.

The Firm is the recipient of several awards, including the SARC's *Award for Excellence in Knowledge, Value, and Overall Client Satisfaction* (2021). This particular award results from positive feedback from our clients in an independent survey, demonstrating our Firm's highest commitment to Federal standards, quality, and client satisfaction.



200 E. Sandpointe Ave., Suite 600, Santa Ana, California 92707

Tel: 949-777-8800 • Fax: 949-777-8850

www.pungroup.cpa



You'll Work with a Team that Embraces Innovation and Continuous Improvement. Our Firm is committed to continuous improvement as it relates to service delivery. We embrace innovation and identify areas of technological enhancements in our audit and project management approaches. For example:

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called Suralink. Suralink's dynamic request list is integrated with our secure file hosting system for seamless document-request coordination, including the upload of large-size files. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. In addition, Suralink's dashboard allows you to visualize the process of the document-request fulfillment.

AI Auditor. The Pun Group leverages the technology and research tools required to provide excellent services to its clients. With the usage of Artificial Intelligence (AI) technology, the Firm is capable of issuing all reports requested faster than other audit firms, without exposing the City to unnecessary risks.

Remote Auditing Capability. Remote working arrangements have suddenly become the "new normal" in these trying times. Our Firm has deployed top-notch technology and fully transitioned to "remote auditing," offering our clients the quality services they deserve while being fully "remote" or operating in a "hybrid" schedule. "On-site" audits are still the Firm's preferred method, and we'll continue to offer and promote those as well.



Knowledge is Shared with You. As part of our pledge to keep you updated on new technical accounting and financial issues, we implemented our 2022 *Virtual Government Accounting Conference*, which qualifies for up to 15 hours of CPE – nearly double what other firms offer. These online sessions are free of charge and part of the service package provided to you. More details and dates can be found on the "*Client Training Webinars*" topic under this proposal.

The Pun Group is proud of its inclusive values and is an avid promoter of equality and diversity. In addition, the Firm is an equal opportunity employer and complies with all federal and state hiring requirements. We're proud of supporting affirmative-action philosophies and work hard to provide opportunities for self-enhancement to members of disadvantaged groups.

This proposal is a firm and irrevocable offer valid for ninety (90) days following the closing date for the receipt of all proposals. Also, we acknowledge the receipt of Addendum No. 1 dated March 22, 2022.

Finally, we would like to emphasize one additional point: **We want to earn your trust and win your business!** We are confident that the energetic and experienced team we have assembled is the right one for the City.

Our commitment to serving the City of Montebello cannot be adequately conveyed in a letter, and I look forward to continuing the discussion with you. I'm assigned as your primary contact for contract negotiations and stand steadfast to serve as your engagement/lead partner. I'm also authorized to legally bind the Firm.

Should you have any questions or wish to discuss this proposal, please do not hesitate to contact me at (949) 777 - 8801 or by email at ken.pun@pungroup.com.

Sincerely,

Kenneth H. Pun, CPA, CGMA | Managing Partner | The Pun Group LLP
200 E. Sandpointe Ave. Suite 600, Santa Ana, CA 92707

Project Understanding and Approach

About the Firm

The Pun Group LLP, Certified Public Accountants and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm comprised of forty-five professionals providing auditing, accounting, and advisory services to our clients. Our Governmental Division consists of forty full-time individuals. It's comprised of seven (7) Partners, one (1) director, four (4) managers, one (1) Chief Operating Officer, two (2) Supervisors, four (4) Seniors, seventeen (17) Professional Staff, two (2) Word Processors, and two (2) Administrative Support Staff.

The Firm has become one of the "Top Accounting Firms" in Orange County according to the Orange County Business Journal and is also on the list of CalCPA Top 150 firms.

The combination of our hands-on experience and practical knowledge exercised by our audit professionals makes the Firm unique in our field. Our technical expertise and thorough understanding of current regulations and issues—along with the Firm's commitment to hard work, integrity, and teamwork in every engagement—enable us to help our clients succeed.

Our Partners' Group—which includes Kenneth Pun, Frances Kuo, Coley Delaney, Kenneth Macias, Vanessa Burke, John Georger Jr., and Gary Caporicci — provides auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than two hundred years of combined experience in the industry, we have become a trusted business partner and are well-respected as leaders in the industry in one of the fastest-growing firms. With nearly 100 government and not-for-profit audit clients, our Partners have a real passion for the industry and believe we are unmatched in our municipal experience. The firm also meets professional standards generally accepted in the United States of America and the standards applicable to financial audits contained in 'Government Auditing Standards' issued by the Comptroller General of the United States.

The Firm's headquarters are located in Orange County, California, with four branches in San Diego, Walnut Creek/Sacramento (California), Las Vegas (Nevada), and Phoenix (Arizona).

The *Orange County* office located at 200 E. Sandpointe Ave. Suite 600, Santa Ana, CA 92707, will perform the requested services for the City. However, we may assign additional staff from our other offices to the engagement at no extra cost to the City. No subcontractors will be used in this engagement.

Global Capabilities

The Pun Group LLP is an independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connecting its member firms to providers and global networks of accounting firms worldwide.

OUR FIRM AT A GLANCE



45 full-time auditing, accounting, tax and advisory professionals



One of the fastest growing firms serving California, Nevada and Arizona



Client retention rate: 90 – 95%



5 offices across 3 states



OUR AFFILIATIONS



Full-Time Government Auditors

As full-time government auditors, we understand that governmental entities do not operate independently but in an increasingly complex web of local, state, and federal relationships. We know how these relationships work, what they mean at the local level, and how every public organization's focus on resource management is critical to success.

Also, while many accounting Firms can provide services, not all can build an excellent working relationship with their clients. The Pun Group LLP prides itself on developing lasting, personal relationships with our clients. Our hands-on partner involvement and low personnel turnover are crucial tools to our success and highly beneficial to the City.

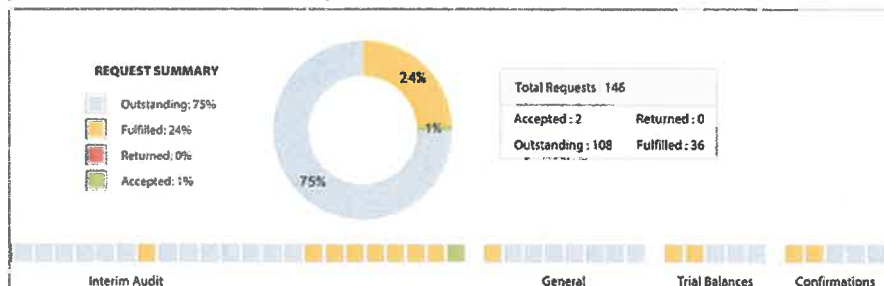
Local Office's Information Technology (IT) Audit Capabilities

The Pun Group LLP continues our efforts to invest in our IT system to enhance our security further and promote audit efficiency.

Top security for your data is the key to our success. When we have your data virtualized, our Firm takes all the preventive steps to avoid putting your information at risk. Our In-House IT administrator maintains our server to ensure our IT environment is continuously updated with the latest security fixes. Through VPN and Microsoft Remote Desktop, our In-House network administrator can lockdown files and system access from a single point, limiting the ability of remote sites to take data from our server.

Access to systems from anywhere and anytime. With more mobility being the norm rather than the exception, our engagement team needs robust access to the engagement files when they are working in your office. Accounting and Auditing Software applications are installed in our "Private" server and can be securely accessed through VPN and Microsoft Remote Desktop. The Firm uses CCH ProSystem fx® Engagement for audit documentation, which allows real-time synchronization of the work papers and instant collaboration quality control review.

Secure Data File Transfer System. In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called *Suralink*. *Suralink*'s dynamic request list is integrated with our secure file hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. As a client, you no longer have to manually maintain a spreadsheet amongst several people, only to repeat the process in a day or two. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The *Suralink* dashboard, as shown below, allows you to visualize the process of the document-request fulfillment.



BIG FIRM EXPERTISE. SMALL FIRM VALUES.

Our professional backgrounds at major national firms showed us how to solve complicated business and accounting challenges, but the sense of personal connection was missing.

We launched The Pun Group because we believe every client deserves to work with experienced business advisors and CPAs who have the time – and take the time – to create an authentic connection. Every client is our top priority!



A UNIQUE CULTURE.

"Personalization" is not just a buzzword – it's part of our firm's culture. We take a personal approach to everything we do. We collaborate with our clients, so they're always part of the process. We listen to our staff to make sure they have the right support and resources to do a great job. Getting to know others and discovering how we can serve them better is not just a sign of good business practices; it's a sign of good people.



INNOVATION EMBRACED.

New ideas keep you ahead of the game. From leveraging the value of emerging technologies to further refining trusted processes, we adopt proven solutions to meet your needs.



WHERE YOU GO, WE GO. WHERE YOU GROW, WE GROW.

Our success is defined by how you achieve yours. Partner with accomplished accounting and financial professionals who are laser-focused on taking your business to the next level.

Understanding the Engagement

The City of Montebello is requesting the Firm to perform Audit Services and issue opinions on the City's financial statements. These audits are to be performed following auditing standards consistent with those generally accepted in the United States, current standards set forth for financial audits in General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the Federal Single Audit Act, and U.S. Office of Management and Budget (OMB) Circular A- 133, Audits of State, Local Governments and Non-Profit Organizations and Article XIII B of the California Constitution – Appropriations Limit.

The Firm will perform and deliver the following services:

Financial Audit of the City, including the Annual Comprehensive Financial Report (ACFR), SAS 114, and Related Reports	Due annually by December 31
Single Audit Report (Includes Data Collection Form)	Due annually by March 31
GANN Appropriation Limit	Due annually by March 31
California State Controller's Office – Cities, Transit, and PFA	Due annually by April 30
GASB Pronouncements	The Firm will advise the City on the applicability of accounting and reporting standards and other accounting issues and provide guidance on new note disclosures, GASB implementations, and other reporting requirements.
Transit Funds Financial Statements	Due annually by December 31
Transit Agency's Annual National Transit Database (TDA) Report	Due annually by December 31

Methodology and Segmentation of Engagement

The Firm's audit approach consists of six phases: Engagement Acceptance and General Planning, Planning and Internal Control Evaluation, Fieldwork, Post Fieldwork, Report Preparation and Review, and Final Production.



- 1. Engagement Acceptance and General Planning:** The engagement partner and manager will meet with City's management to obtain an update on current City policies and procedures, help identify risk areas and new operations, and establish any specific requirements they may have. Our team will work on the identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement. **Proposed timeline:** *April of each fiscal year.*
- 2. Planning and Internal Control Evaluation:** The engagement team, including the engagement partner, will assess accounting policies adopted by the City in order to obtain an understanding of its structure and its operating environment. Also, our team will review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal controls, perform preliminary analytical procedures, develop an initial risk assessment, evaluate Single Audit compliance, identify any audit issues, and prepare confirmation correspondence. The engagement team and City's Management will establish expectations, including responsibilities and assignments for the year-end fieldwork, and will hold a progress status meeting at the end of the interim phase. **Proposed timeline:** *May of each fiscal year.*
- 3. Fieldwork:** The engagement team, including the engagement partner, will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform data analysis using our AI

tools, search for unrecorded liabilities, perform substantial analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The engagement team and City's Management will hold an exit conference at year-end. Periodic update meetings will be held to communicate audit progress to management. **Proposed timeline:** *by mid-September of each fiscal year.*

4. **Post Fieldwork:** During the phase, the engagement team, including the engagement partner, will review all documents and evaluate commitments and contingencies. The team will perform an assessment of the going concern and jointly plan for the next steps. **Proposed timeline:** *immediately upon fieldwork completion.*
5. **Report Preparation and Review:** The Firm will review and prepare audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. We will also examine reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be recorded in a letter to management. At the City's request, the engagement partner and manager will present the audit to City's Management and other governing bodies. **Proposed timeline:** *by mid-November of each fiscal year.*
6. **Final Production:** The final phase of our approach entails obtaining the management representation letter and final financial statement report, which may include a final presentation to the City's Management and other governing bodies (if applicable). **Proposed timeline:** *by late November of each fiscal year.*

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal circumstances within the City causes delays in the audit.

Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement

The Pun Group LLP understands that the City is not only looking to employ our auditing services but is also seeking to receive value within that professional relationship. We believe that our value derives from the in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize "employ" because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature from various government entities and cities to develop a practical plan for all major areas.

Estimated Total Hours*:

	Partner(s)	Manager(s)	Senior(s)	Staff	Clerical	Total
Engagement Acceptance & General Planning	2	3	7	13	0	25
Planning & Internal Control Evaluation	2	4	10	20	0	37
Fieldwork	11	22	49	101	2	185
Post Fieldwork	8	15	33	67	1	123
Report Preparation & Review	11	22	49	101	2	185
Final Production	4	7	16	34	1	62
Total*	38	74	164	335	6	617

*Does not include CPE hours related to Governmental Webinars and/or optional services.

Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement

In our audit approach, random and statistical sampling is used in conjunction with our skilled judgment and knowledge of each situation. When designing an audit sample, our auditors consider the purpose of the audit procedure and the characteristics of the population from which the sample will be drawn. We determine a sample size sufficient to reduce sampling risk to an acceptably low level and select items for such a task in a way that we can reasonably expect it to be representative of the relevant sample and likely to provide the auditor with a reasonable basis for conclusions about the population.

Enhancing Auditing Quality with Artificial Intelligence

There are plenty of challenges with established audit practices. Outdated CAAT tools, sampling practices, and the explosive growth of big data are some of the examples, and they all present significant barriers to detecting anomalies, intentional or otherwise, in financial data. The Pun Group deploys a comprehensive, risk-based approach, complemented by using MindBridge™'s Artificial Intelligence Platform, to conduct our audit. Through this tool, we can seamlessly analyze thousands and thousands of financial and operating data and records, **identifying and cataloging significant risks in mere seconds.**



The *AI Auditor* platform works by our side, augmenting our capacity to detect errors or fraud in the collected data not only by analyzing the entire set but by cross-correlating dozens of testing criteria against pre-established data points, and presenting us with a view of every user, vendor, and transaction, by risk. All are happening within moments of ingesting analyzed data, which is something standard audit procedures simply cannot accomplish.

We utilize these tools to allow our audit team to increase efficiency in the audit process, enhance the existing quality of our work, provide directed testing in areas subject to the highest risk, and quickly assimilate large amounts of data your staff would typically be asked to gather. The tools also help us to meet our professional requirements regarding fraud and internal control, allowing us to:

- ✓ Run Benford's analysis to check for fraud in transactions.
- ✓ Increase the value of audit findings with complete, 100% data coverage.
- ✓ Isolate risk and control issues before they impact your operations.
- ✓ Improve productivity by automating procedures and eliminating manual tasks.
- ✓ Conduct more direct, efficient, and effective audits to improve overall service quality.

Our engagement team easily imports data in a secure environment from the City's financial software and extracts useful data for testing and analytical procedures particular to the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes

Type and Extent of Analytical Procedures to be used in the Engagement

Analytical procedures are one of many financial audit processes that help an auditor understand the client's operation and changes in the environment and identify potential risk areas to plan other audit procedures. Such procedures include a comparison of financial information on prior periods, budget, forecast, and industry benchmarks. We use trend and ratio analysis to identify any uncertain or unusual events. To perform these analyses, our Firm surveys cities and counties and develops benchmarks on specific vital financial indicators, such as the cost of services to tax revenues ratios, average general fund balance, capital assets, debt-to-capital, general fund unassigned fund balance to total general fund expenditures, etc. Our engagement members have extensive experience in successfully implanting analytical procedures to the City's benefit.

Our analytical procedures process is performed during three stages of the audit: (a) at the start, (b) in the middle, and (c) at the end. These three stages are risk assessment procedures, substantive analytical procedures, and final analytical procedures:

- **Risk assessment procedures** are used to assist the auditor in understanding the business better and to plan the nature, timing, and extent of audit procedures.
- **Substantive analytical procedures** are used to obtain evidential matters about particular assertions related to the account balances or classes of transactions. During the interim phase, our engagement team will set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This process allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.
- **Final analytical procedures** are used as an overall review of the financial information in the last review stage of the audit. The Engagement Partner(s) and Manager(s) will perform a high-level analytical analysis of the financial information, comparing its data both quantitatively and qualitatively to ensure the amounts are fairly presented in all material respect in the financial statements.

Approach to be Taken to Gain and Document an Understanding of the Internal Control Structure

Audit risk assessment is established by an internal control review, combined with the engagement team's understanding of the City's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City's processes and identify any control deficiencies. These diagnostic review procedures allow the engagement team to assess the City's systems and controls and to provide constructive feedback to management.

During our initial planning phase of the audit, our engagement team, including the engagement Partner and Manager, will obtain an understanding of the entity and its environment. It is an essential aspect of performing an audit under generally accepted auditing standards. That understanding establishes a frame of reference within which the auditor plans the procedures and exercises professional judgment about assessing risks of material misstatement of the financial statements and responding to those risks throughout the examination.

During the interim phase of the audit, our engagement team will perform a walkthrough of all significant accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, payroll, and related liabilities, and others. Our auditors will obtain the written policies and procedures, inquiring accounting personnel, and document the process in either a flowchart or narrative summary format. After gaining an understanding of the accounting and internal control systems, our auditor will make a preliminary assessment of control risk, at the assertion level, for each material account balance or class of transactions.

The form and extent of this documentation are influenced by the size and complexity of the entity and the nature of its accounting and internal control systems. Generally, the more complex the entity's accounting and internal control systems and the more extensive the auditor's procedures, the broader our documentation will need to be.

Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and related contracts—to ensure that we conduct audits under applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, and others.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most items will be tested as part of the Interim phase, we cannot determine which grants will be selected for the Single Audit until the year-end/fieldwork stage of the audit.

Our compliance audits of cash, investments, debt covenants, and other areas will be performed following the California Government Code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we will follow the AICPA's Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

Audit Firm's Expectations of the Role and Participation of City's Staff in the Audit Process

The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Our goal is to cause the least amount of interruptions to the City's daily operations; therefore, to the extent possible, we will use information in the form available from the City's records.

We believe client/engagement team communication is vital to perform results satisfactorily. With that sentiment in mind, we will hold regular meetings with the City's management to determine the status of the audit as well as any items which will require special attention. **Open and frequent communication is critical.**

Relevant Experience

Firm's Experience Providing Similar Services

The Pun Group LLP has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed under auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133), and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines.

A representative list of our current clients can be found in the Appendices section of this proposal.

References

The following are examples of some of the engagements with similar requirements as the City of Montebello's proposal. Please feel free to contact these agencies to learn more about their experiences working with us.

Name of Public Agency	City of Stockton
Contact Info	Mr. Jay Kapoor Phone: (209) 937-5435 Email: jay.kapoor@stocktonca.gov
Dollar Value Contract	\$330,000/year
Date of Services	2012 – Present
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report, GFOA Award, Single Audit, GANN Limit, Measure A, Measure W, Measure M, Entertainment Venues, Revenue and Expenditures related to Downtown Marina, Cannabis License Audits, Review of Major Revenues required by the Bankruptcy Agreement with Assured Guarantee.
Name of Public Agency	City of Desert Hot Springs
Contact Info	Mr. Geoffrey Buchheim, Finance Director Phone: (760) 329-6411 Email: gbuchheim@cityofdhs.org
Dollar Value Contract	\$75,000/year
Date of Services	2013 – Present
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, Single Audit, GANN Limit, Desert Hot Springs Successor Agency, Desert Hot Springs Financing Authority, Desert Hot Springs Health and Wellness Foundation, New Market Tax Credit Audit (Desert Hot Springs Health and Wellness Foundation), Annual State Controller's Reports, AUP/Transient Occupancy Tax, Utility User Tax, DHS Housing Audits.
Name of Public Agency	City of Gardena
Contact Info	Mr. Clint Osorio Phone: (310) 217-9503 Email: cosorio@ci.gardena.ca.us
Dollar Value Contract	\$75,000
Date of Services	2007 – Present
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, Single Audit, GANN Limit, Municipal Bus Line Enterprise Fund, Family Child Care Program, AUP – Cash Receipt, AUP – Wire Transfer Process.
Name of Public Agency	City of National City
Contact Info	Mr. Phillip Davis, Financial Analyst Phone: (619) 336-4246 Email: pdavis@nationalcityca.gov
Dollar Value Contract	\$70,000/year
Date of Services	2013 – Present
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Audit, GFOA Award, Single Audit, GANN Limit, HUD Single Audit/Morgan Towers, Financial and Compliance Reports – Kimball Towers, Annual State Controller's Report

Name of Public Agency	San Diego Metropolitan Transit System
Contact Info	Ms. Erin Dunn, Controller Phone: (619) 557-4536 Email: erin.dunn@sdmts.com
Date of Services	2005 – Present
Dollar Value Contract	\$225,000/year
Scope of Work/Reports Prepared	Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, San Diego Transit Corporation Employee's Retirement Plan, AUP/National Transit Database (NTD): MTS, San Diego Transit Corp., San Diego Trolley, Inc., AUP/Transportation Development Act (TDA): MTS, San Diego Transit Corp., San Diego Trolley, Inc., AUP/Indirect Costs, and Public Transportation Modernization Improvement Service Enhancement Account (PTMISEA).

GFOA Award Program

The Pun Group LLP realizes the importance of maintaining the Certificate for Excellence in Financial Reporting from the GFOA. Our professionals are exceptionally well qualified in assisting governments in obtaining and maintaining their certificates.

The Firm's commitment and involvement in the development of auditing and accounting standards can be shown in our active participation in the GFOA's financial statements certificate programs. 100% of our current clients who submitted their Annual Comprehensive Financial Report to the GFOA received these awards.

Also, two of our senior partners, Mr. Gary Caporicci and Mr. John F. Georger, are members of the Government Finance Officers Association and participate in the GFOA Special Review Committee.

Continuing Education and Professional Development

Because of our commitment to provide the highest quality of services to the City, we provide our professionals with technical training to ensure our people stay current on topics within the industry sectors and better equip themselves to serve our clients.

All professionals are required to obtain continuing education that exceeds the requirements of the American Institute of Certified Public Accountants (AICPA) and, where applicable, *Government Auditing Standards*. Our professionals participate in continuing education programs through the following means:

- Governmental Accounting and Auditing Conference sponsored by AICPA.
- Webinar sponsored by AICPA Government Audit Quality Center.
- Annual Conference sponsored by California Society Municipal Finance Officers.
- Governmental Accounting and Auditing Conference sponsored by CalCPA.
- The Pun Group in-house training on government-specific topics, including but not limited to: GASB updates, Government Auditing Standards Revision, Fraud in State and Local Governments, COSO Internal Control-Integrated Framework, Audit of State and Local Governments, Single Audit, and Mindbridge AI Auditors™.



In 2021, our government professionals received an average of 52 hours of continuing professional education, compared with the 40 hours of the accounting industry requirement.

By expanding our knowledge through these seminars/conferences, we can provide the right solutions to our clients.

Quality-Control System

Our Firm meticulously monitors the quality and contents of our reports. The Pun Group LLP is 100% committed to providing only the highest grade of work possible for our clients and for those who rely on our audits. The Firm strives to exceed professional industry standards because of the continuing respect for our clients and our emphasis on creating long-lasting relationships. The Pun Group LLP works exclusively with those who share the same moral integrity and values.

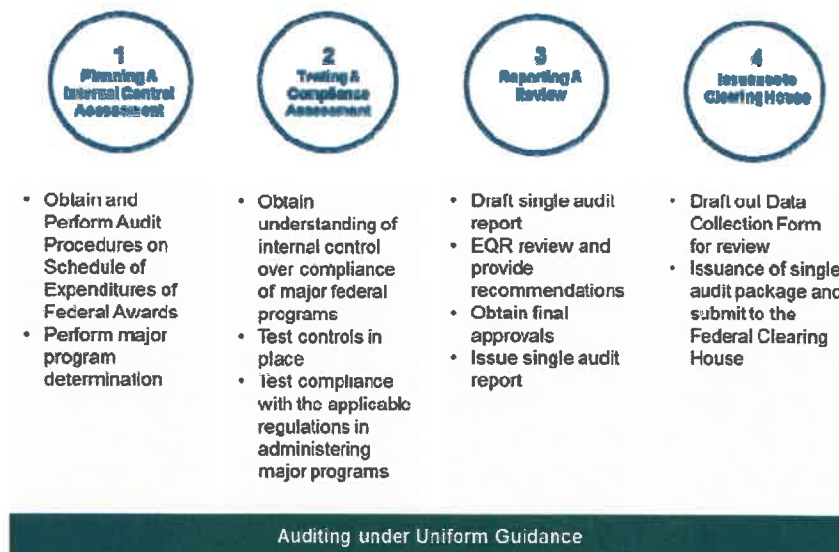
Our quality-control system has been crafted with excellence in mind. It not only meets AICPA standards but also matches our own elevated standards, which includes following various professional development activities.

Firm's Experience with Single Audit and Grants

The Pun Group LLP works with numerous organizations that receive extensive governmental funding and are subject to auditing under Uniform Grant Guidance. This Firm's specialization helps our audit team understand the procedures' nuances and execute the engagement accordingly. We also assist in preparing the data collection form and preparing the reporting package for submission to the federal audit clearinghouse.

The Firm is a member of the AICPA Governmental Audit Quality Center and has demonstrated its commitment to audit quality, including those performed under Government Auditing Standards and Uniform Guidance. Also, we are a recipient of the *Single Audit Resource Center's Award for Excellence*. This award is based on the positive feedback result from our clients in an independent survey, demonstrating our Firm's highest commitment to quality and client satisfaction.

We utilize standardized audit programs from the federal government's Compliance Supplement to ensure that our procedures meet the federal standards. Our audit programs are continually updated to reflect the revisions of OMB. Our Uniform Guidance risk-based approach focuses on areas of higher risk of noncompliance. Such an approach truly reflects the federal government's intent by concentrating on the following four steps:



- 1. Planning & Internal control assessment:** The engagement team will obtain an understanding of the City and its operating environment and its internal control over the Schedule of Expenditures of Federal Awards. The engagement team will perform the major program determination and communicate with the City's management before conducting major program testing.
- 2. Testing & compliance assessment:** The engagement team will obtain an understanding of internal control over compliance on the direct and material compliance requirements for each major program. The engagement will perform testing on internal controls over compliance to ensure the controls are in place working effectively and properly and that the City is in compliance with the applicable regulations in administering major programs.
- 3. Reporting & Review:** The engagement team will review and prepare the single audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. Any comments will be issued to the management or the Charge with Governance, depending on the magnitude of the issues. Upon obtaining the final approvals from management, the Single Audit report will be issued.
- 4. Issuance to Clearing House:** The engagement team will assist the City in drafting out the data collection form and completing the final submission, including uploading the audit package to the Federal Clearing House.

City of Montebello

Firm's Experience with Audits in Accordance with the Transportation Development Act (TDA)

Our team is extremely experienced in performing program-specific audits according to applicable statutes, rules, and regulations of the State of California Transportation Development Act ("TDA"), including the requirements of the Southern California Association of Governments' Transportation Development Act Conformance Auditing Guide. Some examples are:

- City of Morro Bay
 - Local Transportation Fund – Non-Transit The Bike Path Special Revenue Fund
 - Local Transportation Fund Roads Special Revenue Funds
 - The Transit Enterprise Fund
- City of Calexico – Compliance with the Transportation Development Act Article 3 and Article 8e
- City of Culver City Bus Line
- City of Gardena Bus Line – Gtrans
- City of Lodi (Special Purpose Audits – Federal Transit Administration)
- City of Patterson Transportation Development Act Funds
- City of Redding – Redding Area Bus Authority
- City of Rohnert Park Transportation Development Act Funds
- City of Shafter Transportation Development Act Funds
- Shasta Regional Transportation Agency
- Imperial County Local Transportation Authority
- San Diego Metropolitan Transit System
 - San Diego Metropolitan Transit System – Compliance with the Transportation Development Act Article 4 and Article 4.5
 - San Diego Transit Corporation – Compliance with the Transportation Development Act Article 4 and Article 4.5
 - San Diego Trolley, Incorporated – Compliance with the Transportation Development Act Article 4 and Article 4.5
- SunLine Transit Agency
- Gold Coast Transit
- North County Transit District
- Ventura County Transportation Commission

Firm's Experience with Tyler Technologies and Their Solutions

We understand the City of Montebello currently utilizes New World Systems by Tyler Technologies for general ledger, accounts payable, payroll, purchasing, budgeting, human resource management, fixed assets, project accounting, and cashiering. Several of our clients utilize Tyler Technologies' software as their financial software as well. Our team will employ their experience with other engagements and hit the ground running with no downtime. Some examples of our clients who utilize Tyler Technologies are:



Client Name	Office	Industry
Madera, City of	Santa Ana	Local Government
Encinitas, City of	San Diego	Local Government
Rohnert Park, City of	Walnut Creek	Local Government
San Elijo JPA	San Diego	Special District
Shafter, City of	Santa Ana	Local Government
Lodi, City of	Walnut Creek	Local Government
Lakewood, City of	Orange County	Local Government
Culver City, City of	Orange County	Local Government
Perris, City of	Orange County	Local Government
Lynwood, City of	Orange County	Local Government

City of Montebello

Gardena, City of	Orange County	Local Government
Monterey, City of	Orange County	Local Government
South Gate, City of	Orange County	Local Government
South Bay Regional Communications	Orange County	Local Government

Firm's Experience with State Controller's Reports

The Pun Group LLP has assisted numerous clients with the preparation of the required reports by the California State Controller's Office. Some of these experiences are as follows:

Cities Financial Transactions Report:

- City of Adelanto
- City of Bell
- City of Culver City
- City of Hercules
- City of Laguna Niguel
- City of Lynwood
- City of Morro Bay
- City of National City
- City of Perris
- City of South Gate
- City of Arvin
- City of Coachella
- City of Desert Hot Springs
- City of Placentia
- City of Lakewood
- City of Monterey
- City of Napa
- City of Palm Springs
- City of Rohnert Park
- City of Stockton

Annual Street Report:

- City of Desert Hot Springs
- City of Laguna Niguel
- City of Napa
- City of Palm Springs
- City of Perris
- City of Stockton

Special Districts Financial Transactions Report:

- Special District of West End Water Development Treatment and Conservation Joint Powers Authority
- Special District of West Valley Water District
- Special District of Coachella Financing Authority
- Special District of Coachella Sanitary District (Riverside)
- Special District of Coachella Water Authority
- Special District of Desert Hot Springs Public Financing Authority
- Special District of Desert Hot Springs Successor Agency
- Special District of Perris Public Utility Authority
- Special District of Perris Public Financing Authority
- Special District of Perris Joint Powers Authority
- Special District of Central Basin Municipal Water District
- Special District of Marina Coast Water District
- Special District of Menlo Park Fire Protection District
- Special District of San Bernardino County Fire Protection District

Transit Operators Financial Transactions Report:

- City of Arvin
- City of Culver City

Firm's Expertise and Experience in Governmental Accounting Rules and Regulations, Including Implementation of new GASB Pronouncements

Changing federal laws, statutes, ordinances, and compliance provisions have created unprecedented complexity in public accounting today. Our GASB Implementation Specialist, Mr. Gary Caporicci, has helped our clients implement new standards while adapting to changes within the existing standards. Our partners serve on committees that have input into how new standards are written. They actively participate in industry associations focused on state and local governments. By participating in industry associations and activities, we are always up to date on the latest industry changes and their impact on your operations. We will keep you and our colleagues in the Firm fully informed of these developments.

Also, our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to all GASB pronouncements, the Single Audit Act, Uniform Guidance (formerly known as OMB Circular A-133), and fund operations. They have held positions as professional certified public accountants and taken on significant roles within and outside government agencies. Such experience brings to our clients the thought leadership, quality, and level of expertise they require.

The Firm is well versed and experienced in assisting our clients with the implementation of the applicable GASB pronouncements every year, such as GASB 34, GASB 54, GASB 65, GASB 68, GASB 75, and GASB 84. Mr. Gary Caporicci, as a chair of the California Committee on Municipal Accounting "CCMA," wrote "white papers" on each of these pronouncements.

Throughout the engagement, several new GASB pronouncements will become effective. The Engagement Team will pay specific attention to upcoming statements that will become effective and work with the City to create a plan to address new standards before the implementation period. This step will allow the finance department staff the needed time to be prepared.

Special Attention: GASB Pronouncements Effective for Reporting Year 2022

GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements

The requirements of this Statement will improve financial reporting by establishing the definitions of PPPs and APAs and providing uniform guidance on accounting and financial reporting for transactions that meet those definitions.

Effective Date: for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.

GASB Statement No. 96, Subscription-Based Information Technology Arrangements

The requirements of this Statement will improve financial reporting by establishing a definition for subscription-based information technology arrangements (SBITAs) and providing uniform guidance for accounting and financial reporting for transactions that meet that definition.

Effective Date: for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.

GASB Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for IRC Section 457 Deferred Compensation Plans

The requirements that exempt governments from reporting defined contribution pension/OPEB plans in a fiduciary trust fund, unless the government actually controls the assets, are effective immediately. This limits the applicability of paragraph 7 of GASB 84 to defined benefit pension/OPEB plans that are administered through qualifying trusts.

(The requirements of this statement that are related to the financial accounting and reporting for IRC Section 457 plans are effective for reporting the year 2022)

GASB Statement No. 98, The Annual Comprehensive Financial Report

This Statement establishes the term annual comprehensive financial report and its acronym ACFR.

Effective Date: for fiscal years ending after December 15, 2021, and all reporting periods thereafter.

Who We Are

The engagement team was carefully selected to provide the City with all the services needed to complete the audit successfully. Your assigned Engagement and Technical Partners will be personally involved in the project, leading a team that has significant experience in *governmental auditing*. You can be confident that our broad experience and technical capabilities will allow us to provide technical support, interpret findings, and offer practical solutions to any issues that may arise.

About Your Engagement Team

The personnel assigned to this engagement are fully qualified to perform an effective audit of the City, and their extensive experience will be critical to the audit process. Our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to all GASB pronouncements, the Single Audit Act, Uniform Guidance (formerly known as OMB Circular A-133), and fund operations. They have held positions as professional certified public accountants, as well as held significant roles within and outside of government agencies. Such qualities will bring to an entity like the City of Montebello the thought leadership, quality, and level of experience it requires.

Because of the “familiarity threat” under the professional audit and independence standards that may exist in long-term relationships with audit firms, the Firm is committed and has sufficient resources to rotate engagement partners, managers, and or supervisors assigned to the City’s audit with personnel with similar or higher qualifications and experience in order to overcome this threat.

If the Firm changes key personnel, we will provide the City with a written notification. **Engagement partners, managers, and specialists will only be changed with the express prior written permission from the City.** Audit personnel may be replaced only by those with similar or better qualifications and experience.



Kenneth H. Pun, CPA, CGMA | Engagement/Lead Partner

Kenneth Pun is the Managing Partner and an Assurance Partner at the Firm. With over twenty-one years of public accounting experience in the state and local government sector, he specializes in audits, management, and consulting for governmental organizations. Mr. Pun has served as the Contract Deputy Finance Director for the City of San Marino in 2017. He has served as the Chair of the California Society of CPAs Governmental Auditing Accounting Committee. He is a Certified Public Accountant and a Chartered Global Management Accountant.

Mr. Pun will actively serve as the Engagement/Lead Partner overseeing the Engagement Team, developing the audit plan, reviewing fieldwork for quality, approving final reports, and communicating with the Finance Department. He will also be responsible for the timely delivery of all services for the City.



Frances J. Kuo, CPA, CGMA | Technical/Concurring Partner

Frances Kuo is an Assurance Services Partner. She has extensive experience in providing audit and advisory services to local government agencies, including public pension plans, cities, counties, special districts, community colleges, and joint powers authorities, as well as not-for-profit organizations. Ms. Kuo brings a wealth of experience from her background in audits and advisory services in areas such as internal controls, policy development, and accounting system implementation. She is a Certified Public Accountant and a Chartered Global Management Accountant.

Ms. Kuo will act as the Technical/Concurring Partner and provide a second partner review of significant high-risk areas, audit reports, and resolution of significant accounting, auditing, and reporting matters.



John ("Jack") F. Georger, CPA, CIA, CGMA | Quality Control Reviewer

Throughout his forty years of experience, Mr. Georger has spent many years in Big 4 and national firms. He worked diligently alongside numerous governmental municipalities, including cities, counties, and transportation agencies, as well as not-for-profit entities, providing clients with financial and compliance auditing as well as consultation services. Mr. Georger annually instructs over 300 hours in accounting and auditing subjects and has authored training material in governmental accounting and auditing for the AICPA. Mr. Georger is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB), the gold standard for audit firms throughout the United States. As the Chief Quality Officer in our Firm, he advises clients with their complex accounting questions and supports the engagement team with audit issues. He is a Certified Public Accountant, a Certified Internal Auditor, and a Chartered Global Management Accountant.

Mr. Georger is responsible for reviewing all reports issued by the Firm to ensure the utmost quality and compliance with professional standards and the final quality-control assessment within the engagement.



Gary M. Caporicci, CPA, CGFM, CFF | GASB Implementation Specialist

Gary Caporicci is an appointed member of the State Controller's Retirement Advisory Committee. Mr. Caporicci is a leading expert and has authored and taught several courses for CalCPA and AICPA on GASB 68, *Accounting and Financial Reporting for Pensions*, and GASB 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. As an assurance partner with over forty years of experience, Mr. Caporicci has performed financial, compliance audit, and consultation services to government clients, including cities, counties, transportation agencies, and school districts, as well as various not-for-profit entities. He is a Certified Public Accountant, a Certified Government Financial Manager, and Certified in Financial Forensics.

Mr. Caporicci will utilize his expertise in providing advice and consultation during the implementation of the new GASB standards.



Andrew Roth, CPA | Engagement Director

Andrew Roth is a Director within the Firm who holds an Advanced Certification in Single Audits through the AICPA. He draws more than a decade of governmental and not-for-profit experience in the areas of financial audit and reporting under governmental and financial accounting standards, evaluation of internal controls under the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Integrated Framework, the performance of Single Audits under the Uniform Guidance, subrecipient monitoring of Federal Grants, corporate financial reporting, data analytics, and exempt taxation. He is a Certified Public Accountant.

Mr. Roth will direct and supervise the audit team in its daily activities and tasks in order to deliver all services requested.



Mark Hu, CPA | Audit Supervisor

Mark is a Supervisor within the Firm. He will work with the engagement team and the finance personnel during the auditing process. He is a Certified Public Accountant.

Mr. Hu will secure the effective implementation of the services approach while assisting in the timely delivery of the requested services.

Engagement Team Resumes

The City of Montebello deserves experienced professionals who work as a team. The Pun Group LLP will provide qualified professionals to perform the audit. No subcontractors will be utilized to perform the requested services. Resumes for key engagement team members are presented in the Appendices section of this proposal.

Proposed Scope of Services

Understanding the Engagement

The City of Montebello is requesting the Firm to perform Audit Services and issue opinions on the City's financial statements. The audits are to be completed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA).
- US General Accounting Office's (GAO) Standard for Audit of Governmental Organizations, Programs, Activities, and Functions.
- Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.
- The standards applicable to financial audits contained in the most current version of the *Generally Accepted Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act as amended in 1996.
- The provisions of the US Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-profit Organizations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Firm will perform the following services:

- ✓ Financial Statement Audits and issuance of an opinion statement on the **Annual Comprehensive Financial Report** of the City of Montebello. The audit will be conducted in accordance with *Generally Accepted Government Auditing Standards*. The report will be in full compliance with all current GASB pronouncements.

The Firm will assist in meeting the requirements for the Government Finance Officers Association (GFOA) "**Certificate of Achievement for Excellence in Financial Reporting.**"

- ✓ If needed, prepare a **Single Audit Report** which will include the following:
 - Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
 - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, "Audits of State and Local Governments," and the Single Audit Act of 1984 (Public Law 98-502).
 - Schedule of Expenditures of Federal Awards.
 - Notes to Schedule of Expenditures of Federal Awards.
 - Schedule of Findings and Questioned Costs.
 - Any other required schedules or reports.
 - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- ✓ Perform agreed-upon procedures over the City's **Article XIIIB GANN Appropriations Limit Calculations**.
- ✓ Issue all communications required in accordance with **Statement on Auditing Standards No. 114** to those charged with governance (City Council) and management.
- ✓ Prepare the annual **California State Controller's Office Cities Financial Transactions** ("SCO") Report, as well as the annual State Controllers Report reflecting the financial transactions for **Transit** and non-Transit Funds and the **Public Financing Authority**.
- ✓ Perform and audit of the **Transit Fund Financial Statements** and prepare the Independent auditor's report on internal control over financial reporting, compliance, and other matters, based on an audit of financial statements performed according to government auditing standards.
- ✓ Prepare the Annual **National Transit Database (NTD)** report completed according to the standards established by the Federal Transportation Administration.

Provided By Client (PBC) Lists: They will be provided for both interim and final audits according to an agreed-upon timeline between the engagement team and the City in order to be reasonably prepared for a field audit. The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Attendance at Meetings and Hearings: The engagement team will participate in as many meetings with staff as needed to perform the work scope tasks, present the audit plan prior to beginning fieldwork, and discuss the draft audit reports. The team will attend public meetings to present and discuss its findings and recommendations. Once all issues of discussion are resolved, the completed Financial Reports, Single Audit report (if applicable), and other reports will be delivered to the City according to the agreed-upon schedule.

Proposed Audit Adjustments: All proposed adjusting journal entries by the Firm will be discussed and explained in a timely manner with the designated Finance Department personnel. Such proposed adjustments will be in a format that shows the lowest level of posting detail needed for data entry in the general ledger systems.

Supplemental Reports, Audits, or Agreed-Upon Procedures: Other services, such as agreed-upon procedures, may be deemed necessary. These services will be performed at agreed-upon rates and will be added in a written agreement before commencing audit work. The Firm and the City of Montebello will discuss and approve the scope and associated costs of these tasks.

Advice and Consultation: Will be provided throughout the year on matters relating to accounting and financial reporting. Such services do not include any task that entails significant research or a formal report.

GASB Implementation: The Firm will provide technical assistance and training in the implementation of applicable GASB pronouncements not yet in effect. We have a dedicated partner, Mr. Gary Caporicci, who will be responsible for providing advice and consultation for the implementation of these new standards. The Firm will advise the City on the applicability of accounting and reporting standards and other accounting issues and provide guidance on new note disclosures, GASB implementations, and other reporting requirements. We will also provide training, resources, and information on topics relevant to the City's financial reporting and operations. *(Based on the scope, additional charges may apply.)*

Report of all Irregularities and Illegal Acts: The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal actions of which we may become aware. The engagement team will also make all communications to the City required by the audit standards under which the engagement is performed. Those communications include, but are not limited to:

- a) The auditor's responsibility under generally accepted auditing standards.
- b) Significant accounting policies.
- c) Management judgment and accounting estimates.
- d) Significant audit adjustments.
- e) Other information in documents containing audited financial statements.
- f) Disagreements with management.
- g) Management consultation with other accountants.
- h) Major issues discussed with management prior to retention.
- i) Difficulties encountered in performing the audit.

Working Paper Retention and Access to Working Papers: The Firm will retain, at its own expense, all working papers and reports for a minimum of seven (7) years unless the City of Montebello notifies the Firm in writing of the need to extend the retention period. The Firm will make working papers available to the City or any government agencies included in the audit of federal grants.

Also, we will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

Conflict of Interest Statement and Other Important Information

The Firm had no relationship or conflicts with the City of Montebello during the past five (5) years. The Firm will give the City of Montebello written notice of any professional relationships entered into during the period of the engagement.

License to Practice in California

The Firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits.

Firm Registration:

California State Board of Accountancy Number – PAR 7601
Federal Identification Number – 46-4016990

Independence

The Pun Group ^{LLP} requires all employees to adhere to strict independence standards concerning the Firm's clients. These independence standards exceed, in many instances, the rules promulgated by the American Institute of Certified Public Accountants (AICPA).

The Pun Group ^{LLP} certifies that it is independent of the City of Montebello. The Firm meets independence requirements defined by the United States Government Accountability Office's (US GAO's) Government Auditing Standards and the American Institute of Certified Public Accountants (AICPA). Based on that, we have not identified an instance that constitutes a conflict of interest relative to performing the services requested by the City.

Business License

If selected, the Firm will maintain a valid City of Montebello Business License while conducting any work under the contract.

Insurance

If selected, the Firm will maintain the minimum insurance requirements during the entire execution of the agreement with the City of Montebello. Within five days from the implementation of the contract, we will furnish the City of Montebello with satisfactory evidence of the insurance requirements and proof that each carrier is required to give at least 30 days prior written notice of the cancellation of any policy during the entire period of the agreement. The City of Montebello will be named as an additional named insured under the Firm's policies. Evidence of insurance is being provided under the Appendix A section of this proposal.

Federal or State Desk Review

No federal or state desk reviews or field reviews have been undertaken of any audits performed by the Firm or any of its partners, managers, or professionals during the past three (3) years.

Disciplinary Action

State regulatory bodies or professional organizations have taken no disciplinary action against the Firm or any of its partners, managers, or professionals during the past three (3) years.

The Firm has no conditions such as bankruptcy, pending litigations, planned office closures, mergers, or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Montebello.

Cost Proposal

Total All-Inclusive

Our proposed fees ⁽¹⁾ ⁽²⁾ for Audit Services for a three (3) year agreement starting with the fiscal year ending June 30, 2022, with an option to extend for two (2) additional, one (1) year terms are as follows:

Description of Services Provided	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25 (Optional)	FY 2025-26 (Optional)
City's Financial Audit and Related Reports	\$ 53,500	\$ 55,105	\$ 56,758	\$ 58,461	\$ 60,215
Single Audit - up to 2 major programs	8,000	8,240	8,487	8,742	9,004
Data Collection Form	Included	Included	Included	Included	Included
SAS 114	Included	Included	Included	Included	Included
GANN Limit	500	515	530	546	563
State Controller's Report - City	3,000	3,090	3,183	3,278	3,377
State Controller's Report - Public Financing Authority	1,000	1,030	1,061	1,093	1,126
State Controller's Report - Transit	1,000	1,030	1,061	1,093	1,126
New GASB Pronouncements	2,500	2,575	2,652	2,732	2,814
Annual National Transit Database (NTD) Report	5,000	5,150	5,305	5,464	5,628
Transit Fund Financial Statements (TDA)	3,500	3,605	3,713	3,825	3,939
Total All-Inclusive Price	\$ 78,000	\$ 80,340	\$ 82,750	\$ 85,233	\$ 87,790

- (1) Single Audit fees are based on two (2) major programs. The fee for auditing additional major programs will be \$4,000 each. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City of Montebello's Management before starting Single Audit work.
- (2) Services related to the implementation of GASB 87, Leases, and Implementation of Guide No. 2019-3, Leases may require additional charges. The Engagement Team will discuss details with the City of Montebello's Management before starting GASB 87 implementation work.

Components Cost

The cost breakdown by component is as follows:

City's Financial Audit and Related Reports	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	24	\$ 275	\$ 6,600	\$ 6,798	\$ 7,002	\$ 7,212	\$ 7,428
Managers	48	\$ 200	9,600	9,888	10,185	10,490	10,805
Supervisory Staff	120	\$ 150	18,000	18,540	19,096	19,669	20,259
Professional Staff	240	\$ 125	30,000	30,900	31,827	32,782	33,765
Clerical	4	\$ 75	300	309	318	328	338
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(11,000)	(11,330)	(11,670)	(12,020)	(12,380)
Total All-Inclusive	436		\$ 53,500	\$ 55,105	\$ 56,758	\$ 58,461	\$ 60,215

Single Audit (up to 2 Major Programs)	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	2	\$ 275	\$ 550	\$ 567	\$ 583	\$ 601	\$ 619
Managers	5	\$ 200	1,000	1,030	1,061	1,093	1,126
Supervisory Staff	16	\$ 150	2,400	2,472	2,546	2,623	2,701
Professional Staff	32	\$ 125	4,000	4,120	4,244	4,371	4,502
Clerical	2	\$ 75	150	155	159	164	169
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(100)	(103)	(106)	(109)	(113)
Total All-Inclusive	57		\$ 8,000	\$ 8,240	\$ 8,487	\$ 8,742	\$ 9,004

City of Montebello

GANN Limit	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	-	\$ 275	\$ -	\$ -	\$ -	\$ -	\$ -
Managers	1	\$ 200	200	206	212	219	225
Supervisory Staff	-	\$ 150	-	-	-	-	-
Professional Staff	3	\$ 125	375	386	398	410	422
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(75)	(77)	(80)	(82)	(84)
Total All-Inclusive	4		\$ 500	\$ 515	\$ 530	\$ 546	\$ 563

State Controller's Reports - City, Transit, PFA	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	2	\$ 275	\$ 550	\$ 567	\$ 583	\$ 601	\$ 619
Managers	4	\$ 200	800	824	849	874	900
Supervisory Staff	10	\$ 150	1,500	1,545	1,591	1,639	1,688
Professional Staff	24	\$ 125	3,000	3,090	3,183	3,278	3,377
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(850)	(876)	(902)	(929)	(957)
Total All-Inclusive	40		\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,629

New GASB Pronouncements	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	6	\$ 275	\$ 1,650	\$ 1,700	\$ 1,750	\$ 1,803	\$ 1,857
Managers	8	\$ 200	1,600	1,648	1,697	1,748	1,801
Supervisory Staff	-	\$ 150	-	-	-	-	-
Professional Staff	-	\$ 125	-	-	-	-	-
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(750)	(773)	(796)	(820)	(844)
Total All-Inclusive	14		\$ 2,500	\$ 2,575	\$ 2,652	\$ 2,732	\$ 2,814

Annual National Transit Database (NTD) Report	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	2	\$ 275	\$ 550	\$ 567	\$ 583	\$ 601	\$ 619
Managers	4	\$ 200	800	824	849	874	900
Supervisory Staff	10	\$ 150	1,500	1,545	1,591	1,639	1,688
Professional Staff	24	\$ 125	3,000	3,090	3,183	3,278	3,377
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(850)	(876)	(902)	(929)	(957)
Total All-Inclusive	40		\$ 5,000	\$ 5,150	\$ 5,305	\$ 5,464	\$ 5,628

City of Montebello

Transit Fund Financial Statements (TDA)	Hours	Hourly Rate	Total \$ FY2021-22	Total \$ FY 2022-23	Total \$ FY 2023-24	Total \$ FY 2024-25	Total \$ FY 2025-26
Partners	2	\$ 275	\$ 550	\$ 567	\$ 583	\$ 601	\$ 619
Managers	4	\$ 200	800	824	849	874	900
Supervisory Staff	8	\$ 150	1,200	1,236	1,273	1,311	1,351
Professional Staff	12	\$ 125	1,500	1,545	1,591	1,639	1,688
Clerical	-	\$ 75	-	-	-	-	-
Out-of-Pocket Expenses			Included	Included	Included	Included	Included
Less: Professional Discount			(550)	(567)	(583)	(601)	(619)
Total All-Inclusive	26		\$ 3,500	\$ 3,605	\$ 3,713	\$ 3,825	\$ 3,939

Rates for Additional Professional Services

The Firm's policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb expenses such as travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City of Montebello. The Firm will also absorb these costs. Below are the Firm's hourly billing rates, delineated by staffing levels:

Hourly Billing Rates	
Partner(s)	\$ 275
Manager(s)	\$ 200
Senior Accountant(s)	\$ 150
Staff Accountant(s)	\$ 125
Clerical	\$ 75

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added in a written agreement prior to commencing audit work. The Firm and the City will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above-quoted hourly rates.

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the City of Montebello at the rates outlined in the Total All-Inclusive Maximum Price section in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
Planning	10%
Interim	40%
Fieldwork	40%
Presentation and Acceptance of Reports	10%

Let's Get to Work!

Benefits of Choosing The Pun Group LLP

The Pun Group LLP is recognized for its professionalism, integrity, and providing clients with practical solutions unique to their circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Pun Group's primary objective is to give the City of Montebello solutions and directions, led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allow us to provide a superior level of service and a quality audit.

We trust that this proposal has given you the information needed about the Firm, the engagement team members, the overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City of Montebello while providing you with the excellent level of service that you expect and deserve.

Thank You

Thank you for allowing us to submit our qualifications to provide you with Audit Services. Please direct inquiries to:

Kenneth H. Pun, CPA, CGMA
Managing Partner
Email: ken.pun@pungroup.com
Phone: (949) 777-8801 | Fax: (949) 777-8850

Sincerely,

A handwritten signature in black ink that reads "The Pun Group, LLP". The script is fluid and cursive, with the letters "The" and "Group" being more legible than "Pun".

The Pun Group LLP
Certified Public Accountants and Business Advisors

Appendix A –Engagement Team Resumes

Staff Continuity

The Pun Group LLP is committed to maintaining staff continuity throughout audit engagements, and we can assure you that the partners assigned to this audit will be involved throughout the entire contract term.

While we cannot guarantee that our staff level members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. Also, we offer benefits, including retirement plans, medical plans, profit-sharing programs, and continuing education.

Engagement Team Resumes

The City of Montebello deserves experienced professionals who work as a team. The Pun Group LLP will provide qualified professionals to perform the audit. No subcontractors will be utilized to perform the requested services. Resumes for key engagement team members are as follows:



Kenneth H. Pun
CPA, CGMA
Engagement/
Lead Partner



EMAIL
ken.pun@pungroup.cpa



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Kenneth H. Pun is the Managing Partner and an Assurance Partner at The Pun Group LLP, which he founded in 2012 after serving in senior-level positions for well-established national and regional firms. Under his leadership, The Pun Group has become one of the "Top Accounting Firms" in Orange County, according to the Orange County Business Journal. The Pun Group is also on the list of CalCPA Top 150 firms.

Prior to founding The Pun Group, Ken has served clients in a variety of industries, including small to very large state and local governmental agencies, insurance companies, not-for-profits, healthcare, technology, and manufacturing and distribution clients. His career in public accounting was spent primarily with Regional firms and National firms.

Leveraging more than 21 years of public accounting experience, Ken has earned a reputation of being a trusted advisor to governmental and Healthcare organizations throughout California and neighboring states. Municipalities and public agencies engage him because of his premier level of client service, commitment, and innovative methods of increasing operational efficiencies and reducing costs.

Ken maintains his deep commitment to professional education through his work as an instructor for the California Education Foundation. He has authored training materials in governmental accounting and auditing, such as Financial Reporting for State and Local Governments, 2018 Government Auditing Standards, and Single Audit Fundamentals for California Education Foundation. He is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits. He advises clients on those topics at influential industry forums. Internally, Ken mentors audit teams by providing direction and technical guidance to ensure adherence to the firm's quality controls.

EDUCATION

University of California, Riverside
B.S. Degree – Business Administration, Emphasis in Accounting

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Past Chair, CalCPA Governmental Accounting and Auditing Committee
- Member, CalCPA California Committee on Municipal Accounting
- Member, CalCPA Governmental Accounting and Auditing Conference Planning Committee
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, CSMFO Professional Standards Committee
- Speaker, CSMFO Conference (2014 and 2018)
- Instructor, CalCPA Education Foundation
- Technical Reviewer, CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits

RELEVANT EXPERIENCE

- City of Stockton
- City of Palm Springs
- City of Lakewood
- City of Pomona
- City of Clovis
- City of San Bernardino
- City of Desert Hot Springs
- City of National City
- City of Redding
- City of Shafter

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Frances J. Kuo

CPA, CGMA

Technical/
Concurring Partner



EMAIL

frances.kuo@pungroup.com



WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



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HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona

EXPERIENCE

Frances Kuo is a Partner in The Pun Group, LLP's Assurance division. Frances has over sixteen (16) years of accounting and auditing experience working with governmental agencies, not-for-profit entities, and employee benefit plans. Frances also has particular expertise in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with Uniform Guidance, formerly known as OMB Circular A-133 standards.

Frances has performed audits and other attestation services for several municipalities throughout California, including cities, counties, successor agencies to former redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts. She has assisted these clients in publishing their Annual Comprehensive Financial Reports in compliance with GASB Statement No. 34.

Frances is the in-house instructor who provides training, both theoretical and on-the-job training, to lower-level staff. She has developed training materials on the risk-based audit approach, GASB Statement No. 34 reporting, Single Audits, and employee benefit plan audits.

EDUCATION

University of California, Riverside

B.S. Degree – Business Administration, Emphasis in Accounting

University of California, Riverside

BA Degree – Economics

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, California Society of Municipal Finance Officers (CSMFO)

RELEVANT EXPERIENCE

- City of Cerritos
- City of Desert Hot Springs
- City of Glendora
- City of Pomona
- City of Culver City
- City of Coachella
- City of Gardena
- City of Industry
- City of Lakewood
- City of Perris

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



John F. Georger, Jr.
CPA, CIA, CGMA
Quality Control
Reviewer



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WEBSITE
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Expertise:



CITIES



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NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona
Nevada

EXPERIENCE

Jack Georger is the Chief Quality Officer within The Pun Group LLP's Assurance division. By leveraging more than forty (40) years of public accounting and auditing experience in the government, agribusiness, financial services, manufacturing, and nonprofit sectors, Mr. Georger brings in-depth knowledge and practical expertise to each engagement.

Jack coordinates, plans, and manages financial audit activities, consulting activities, federal and state compliance audit activities, performance audits, and numerous quality control and internal control reviews for a broad mix of governmental agencies and programs throughout the United States.

Mr. Georger leads our Peer Review department providing peer review services to other firms under the practice monitoring program of the AICPA.

Mr. Georger is a continuing professional education course instructor for the AICPA. Annually, he instructs over 300 hours in accounting and auditing subjects. Jack has authored training material in governmental accounting and auditing for the AICPA. He is the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB).

Mr. Georger is licensed to practice as a certified public accountant in the states of California, New York, Virginia, Maryland, the District of Columbia, Missouri (inactive), Connecticut (inactive), and Wyoming (inactive). He is a Certified Internal Auditor (CIA).

EDUCATION

George Mason University Fairfax, Virginia
B.S. Degree – Accounting

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Institute of Internal Auditors
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, New York Society of Certified Public Accountants (NYSSCPA)
- Chairman, NYSSCPA Government Accounting and Auditing Committee
- Member, NYSSCPA Auditing Standards Committee
- Member, NYSSCPA Sustainability Committee
- Member, NYSSCPA Not-for-Profit Committee
- Nevada Society of Certified Public Accountants (NSCPA)
- Member, Government Finance Officers Association (GFOA) – Reviewer
- Member, Institute of Internal Auditors

CONTINUING PROFESSIONAL EDUCATION

He has instructed over 300 hours of municipal accounting courses offered by the AICPA.

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Gary M. Caporicci
CPA, CGFM, CFF
GASB
Implementation
Specialist



EMAIL

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WEBSITE

www.pungroup.cpa

Expertise:



CITIES



COUNTIES



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Licensed to Practice in:
California

EXPERIENCE

Gary M. Caporicci has more than forty years of diversified business experience, including a specialization in audit and management consulting for government organizations. Gary's clients include public and private universities and colleges, city and county governments, state agencies, joint power authorities, healthcare agencies, transportation agencies, and special districts. Known for his expertise in the areas of construction and government, Gary wrote the AICPA audit guides on these topics, and he has authored many audit and accounting courses for professional groups, as well as academic institutions. He frequently speaks and lectures at many professional organizations, governmental seminars, and conferences held by industry associations, other accounting firms, and universities. Also, he authors white papers for the California Committee on Municipal Accounting.

Before working with the Firm, Gary founded his accounting practice. He also spent eleven years with a "Big Eight" professional services firm, where he was an Audit Manager and gained broad experience in a wide range of industries such as government, construction, manufacturing, mutual funds, and insurance. Gary has held a consultant position with a "Big Four" practice and was Vice President of a national insurance and financial services company.

In 2015 Gary Caporicci was appointed to the State Retirement Advisory Committee by the State Controller.

EDUCATION

Armstrong University

B.S. Degree – Accounting and Finance

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Author, and Instructor, California Society of Certified Public Accountants (CalCPA)
- Past Chair, CalCPA Governmental Accounting and Auditing Committee
- Chair and Speaker, CalCPA Governmental Accounting and Auditing State Conferences
- Member, CalCPA Council
- Chair, California Committee on Municipal Accounting (CCMA)
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, Governmental Accounting Standards Board (GASB)
- Member, Deposit and Investment Risks Disclosure Task Force (GASB No. 40)
- National Reviewer and Speaker, Government Finance Officers Association
- Adjunct Professor, National University
- Past Member, Texas Governmental Accounting and Auditing Committee
- GFOA Certificate for Excellence in Financial Reporting – Reviewer

CONTINUING PROFESSIONAL EDUCATION

Author and instructor of various municipal accounting courses offered by the AICPA, CalCPA Education Foundation, and local universities, including:

- Governmental and Non-profit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Andrew Roth
CPA
Engagement
Director



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WEBSITE
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Expertise:



CITIES



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NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona

EXPERIENCE

Andrew Roth is a Director within The Pun Group LLP. He has more than twelve (12) years of governmental and not-for-profit experience in the areas of financial audit and reporting under governmental and financial accounting standards, evaluation of internal controls under the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Integrated Framework, the performance of Single Audits under the Uniform Guidance, subrecipient monitoring of Federal Grants, corporate financial reporting, data analytics, and exempt taxation. His client portfolio consists of moderate to large municipalities (cities and counties), municipal transportation districts, water districts, municipal electric utilities, and non-profit organizations whose missions involve building communities. His governmental agency clients have federal grant expenditures that range from \$100 million to \$750 million annually.

In various engagements, Andrew has been responsible for leading the service delivery where he has actively contributed to and managed the planning process, implementation of the audit work plan, supervision of multiple audit teams, provided yearly team updates on the changes in compliance testing requirements for the Single Audits, and preparation of all deliverables including the Annual Comprehensive Financial Reports, the Single Audit, Compliance Reports, Data Collection Forms, and City Council/Board presentations. He has also been a guest speaker on topics involving Federal grants, such as Update to Yellow Book Standards, Compliance Auditing, and Updates to the Uniform Guidance Procurement Requirements.

EDUCATION

San Diego State University
B.A. Degree – Accounting



LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of San Bernardino
- City of Placerville
- City of Beaumont
- City of Lodi
- City of Clovis
- City of National City
- City of Shafter
- Imperial County Local Transportation Authority
- San Diego Metropolitan Transit System

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Non-profit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Mark Hu
CPA
Audit Supervisor



EMAIL
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WEBSITE
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Expertise:



CITIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Mark Hu, CPA, is a Supervisor at The Pun Group LLP with more than eight years of experience in providing accounting and audit services, internal control and risk evaluation, and business consulting to privately held and public companies. Mr. Hu has worked with clients in a variety of industries, including large not-for-profits entities, insurance carriers, manufacturing and distribution, and government entities.

Mark has been responsible for managing, planning, and performing financial and regulatory external and internal audits and for developing and conducting internal control procedures and risk assessment evaluations. He has evaluated key processes within companies to determine areas of operating inefficiencies or potential internal control weaknesses and developed findings into recommended courses of action and into report comments and recommendations for resolution.

Mr. Hu has provided accounting support services to local not-for-profits and governments, including financial statement analysis and preparation.

EDUCATION

Hofstra University, New York
M.S. Degree – Accounting

LEADERSHIP & AFFILIATIONS

- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of Redding
- City of Ridgecrest
- City of Culver City
- City of Lynwood
- City of Douglas, AZ
- City of Rohnert Park
- City of South Gate
- City of Placerville
- Alameda County Water District

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

Appendix B—Certificate of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/1/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 Tustin CA 92780		CONTACT NAME: Sarah Caballero PHONE (A/C No.): 714-624-8300 FAX (A/C No.): 714-673-1770 E-MAIL: scaballero@wgbib.com ADDRESS:		INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: Travelers Property Casualty INSURER C: Valley Forge Insurance Co. INSURER D: National Fire Ins Co. INSURER E: INSURER F:		
INSURED The Pun Group, LLP 200 East Sandpointe Avenue, Suite 600 Santa Ana CA 92707		PUN&M-1		NAIC # 25674 20508		
COVERAGES CERTIFICATE NUMBER: 80570923 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL COVERED (A/C) YES/NO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SO deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	7013134445	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 \$
D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		7013117845	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE	7013138488	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N ☐ N/A	7013134493 7013138286	3/1/2022 3/1/2022	3/1/2023 3/1/2023	☒ PER STATUTE ☐ OTH-ER No Deductible E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O Retro 12/28/11		CAB20239902	3/1/2022	3/1/2023	3,000,000 agg 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Great Divide Insurance Company A.M. Best Rating A+ XV Certificate holder(s) is/are named as additional insured per attached endorsements subject to the terms & conditions of the policy: General Liability Additional Insured & Waiver of Subrogation # SB146932G General Liability Primary & Contributory #CNA80103XX Umbrella Policy follows form for General Liability, Auto Liability and Employers Liability Auto Primary and Non-Contributory & Waiver of Subrogation #CA00011013 Auto Designated Insured #IL 02 70 07 20 See Attached...						
CERTIFICATE HOLDER				CANCELLATION		
PROOF OF INSURANCE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE DB, III		

ACORD 25 (2014/01)

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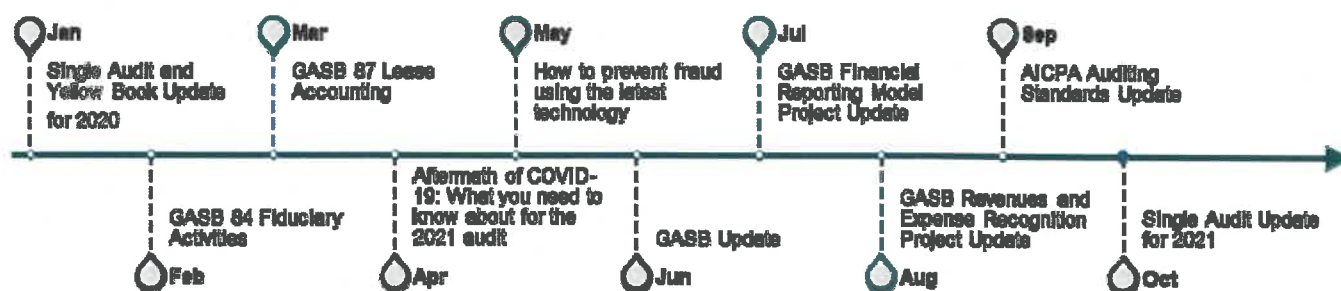
Appendix C– Available Training

Client Training Webinars

We pride ourselves in leading the governmental auditing profession nationwide and statewide. Members of our team have been assigned to the AICPA and State Government Accounting and Audit committees. Our membership with these two levels of government keeps us current, and such involvement helps our Firm with the constant changes in accounting and auditing standards, laws and regulations, and compliance provisions, which have created an unprecedented complexity in public accounting for state and local governments.

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. Since last year, by implementing “Webinars,” we’re expanding our horizons and offering our clients 15 hours of Continuing Professional Education (CPE). These sessions are **free of charge** and part of the service package provided to our clients.

Our 2021 *Virtual Governmental Accounting Webinars* presented the following topics:



So far in 2022, we have presented the following topics:

- February 2nd: Pun Group and LeaseQuery: An Introduction to GASB 87

Additional topics and dates for the 2022 *Virtual Government Accounting Webinars* will be released in April 2022.

Appendix D– Current Clients

A representative list of our current clients is as follows:

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Adelanto	2021 – Present	Yes	Yes	Yes	700
City of Alameda	2019 – Present	Accounting and Consulting Services			150
City of Arvin	2013 – Present	Yes	Yes	N/A	400
City of Bell	2018 – Present	Yes	Yes	Yes	520
City of Bradbury	2012 – Present	Yes	N/A	N/A	150
City of Calexico	2007 – Present	Yes	Yes	N/A	750
City of Clovis	2006 – Present	Yes	Yes	Yes	500
City of Coachella	2017 – Present	Yes	Yes	Yes	410
City of Cottonwood, AZ	2007 – Present	Yes	Yes	Yes	400
City of Corona	2021 – Present	Yes	Yes	Yes	640
Town of Corte Madera	2022 – Present	Yes	Yes	N/A	400
Town of Danville	1999 – Present	Yes	Yes	Yes	400
City of Douglas, AZ	2020 – Present	Yes	Yes	Yes	300
City of Desert Hot Springs	2013 – Present	Yes	N/A	N/A	700
City of Gardena	2007 – Present	Yes	Yes	Yes	700
City of Gilroy	2020 – Present	Yes	Yes	Yes	640
City of Glendora	2017 – Present	Yes	Yes	Yes	430
City of Gustine	2017 – Present	Yes	N/A	N/A	400
City of Hemet	2015 – Present	Yes	Yes	N/A	380
City of Hercules	2020 – Present	Yes	Yes	Yes	450
City of Lakewood	2013 – Present	Yes	Yes	Yes	380
City of Lomita	2020 – Present	Accounting and Consulting Services			150
City of Lodi	2018 – Present	Yes	Yes	Yes	760
City of Lynwood	2016 – Present	Yes	Yes	Yes	585
City of Madera	2019 – Present	Yes	Yes	Yes	470
City of Monterey	2016 – Present	Yes	Yes	Yes	620

City of Montebello

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Napa	2019 – Present	Yes	Yes	Yes	750
City of National City	2013 – Present	Yes	Yes	Yes	600
City of Palm Springs	2020 – Present	Yes	Yes	Yes	1,000
City of Patterson	2017 – Present	Yes	Yes	Yes	450
City of Perris	2019 – Present	Yes	Yes	Yes	840
City of Placentia	2016 – Present	Yes	Yes	Yes	620
City of Placerville	2008 – Present	Yes	Yes	N/A	400
City of Redding	2016 – Present	Yes	Yes	Yes	600
City of Redlands	2022 – Present	Yes	Yes	Yes	650
City of Ridgecrest	2009 – Present	Yes	Yes	Yes	300
City of Rohnert Park	2020 – Present	Yes	Yes	Yes	700
City of San Mateo	2021 – Present	Yes	Yes	Yes	900
City of Seal Beach	2017 – Present	Yes	Yes	Yes	410
City of Shafter	2017 – Present	Yes	Yes	Yes	400
City of South Gate	2016 – Present	Yes	Yes	Yes	480
City of Stockton	2012 – Present	Yes	Yes	N/A	3,000
City of Tracy	2021 – Present	Yes	Yes	Yes	960
City of Visalia	2021 – Present	Yes	Yes	Yes	650
Imperial County Transportation Commission	2020 – Present	Yes	Yes	Yes	600
Nevada County Transportation Commission	2021 – Present	Compliance Services			450
San Diego Metropolitan Transit System	2005 – Present	Yes	Yes	Yes	1,850
Shasta Regional Transportation Agency	2015 – Present	Yes	N/A	N/A	400
Alameda County Water District	2018 – Present	Yes	Yes	N/A	550
Carmel Area Wastewater District	2022 – Present	Yes	Yes	N/A	150
CAWD/PBSCD Wastewater Reclamation Project	2022 – Present	Yes	N/A	N/A	150
Central Basin Water District	2018 – Present	Yes	Yes	N/A	400
Gold Coast Transit District	2020 – Present	Accounting and Consulting Services			Hourly
Las Virgenes Municipal Water District	2014 – Present	Yes	N/A	N/A	400
Los Angeles County Law Library	2020 – Present	Yes	N/A	N/A	180
Marina Coast Water District	2012 – Present	Yes	N/A	Yes	240

City of Montebello

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
Menlo Park Fire Protection District	2015 – Present	Yes	Yes	Yes	240
NALEO Educational Fund and NALEO	2020 – Present	Yes	N/A	N/A	300
Olivenhain Municipal Water District	2019 – Present	Yes	Yes	Yes	200
Padre Dam Municipal Water District	2020 – Present	Yes	Yes	Yes	250
Rancho Murieta Community Services District	2019 – Present	Accounting and Consulting Services			800
Rancho Santa Fe Fire Protection District	2015 – Present	Yes	N/A	N/A	120
San Bernardino County Emergency Training Center	2020 – Present	Yes	N/A	N/A	50
San Bernardino County Preschool Services Department	2020 – Present	Yes	Yes	N/A	150
San Bernardino County Fire Protection District	2016 – Present	Yes	N/A	N/A	200
San Elijo Joint Powers Authority	2016 – Present	Yes	N/A	N/A	146
Santa Fe Irrigation District	2019 – Present	Yes	N/A	N/A	250
Sweetwater Authority	2022 – Present	Yes	Yes	Yes	270
South Bay Cities Council of Governments	2020 – Present	Yes	N/A	N/A	100
South Orange County Water Authority	2017 – Present	Yes	Yes	Yes	240
South Bay Regional Public Communications Authority	2015 – Present	Yes	N/A	N/A	100
Valley Sanitary District	2015 – Present	Yes	N/A	Yes	140
West Valley Mosquito and Vector Control District	2016 – Present	Yes	N/A	N/A	100
Zone 7 Water Agency	2020 – Present	Yes	Yes	Yes	400



ORANGE COUNTY ■ SAN DIEGO ■ BAY AREA ■ LAS VEGAS ■ PHOENIX

www.pungroup.com

EXHIBIT "B"**Schedule of Compensation**

	Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 Optional FY 24/25	Year 5 Optional FY 25/26
Proposed All-Inclusive Total	\$ 78,000.00	\$ 80,340.00	\$ 82,750.00	\$ 85,233.00	\$ 87,790.00
Contingency (10%)	\$ 7,800.00	\$ 8,034.00	\$ 8,275.00	\$ 8,523.30	\$ 8,779.00
Total	\$ 85,800.00	\$ 88,374.00	\$ 91,025.00	\$ 93,756.30	\$ 96,569.00

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burnham WGB Insurance Solutions CA Insurance License 0F69771 15901 Red Hill Avenue Tustin CA 92780	CONTACT NAME: Sarah Caballero PHONE (A/C, No, Ext): 714-824-8300 E-MAIL ADDRESS: scaballero@wgbib.com FAX (A/C, No): 714-573-1770
INSURED The Pun Group, LLP 200 East Sandpointe Avenue, Suite 600 Santa Ana CA 92707	INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: Travelers Property Casualty INSURER C: Valley Forge Insurance Co. INSURER D: National Fire Ins Co. INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1768929403**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$0 deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	7013134445	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		7013117645	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE	7013136468	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	7013134493 7013136289	3/1/2022 3/1/2022	3/1/2023 3/1/2023	☒ PER STATUTE ☐ OTH-ER No Deductible E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O Retro 12/29/11		CAB20235902	3/1/2022	3/1/2023	3,000,000 egg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Great Divide Insurance Company AM Best Rating A+ XV

Certificate holder(s) is/are named as additional insured per attached endorsements subject to the terms & conditions of the policy:
General Liability Additional Insured & Waiver of Subrogation # SB146932G
General Liability Primary & Contributory #CNA80103XX
Umbrella Policy follows form for General Liability, Auto Liability and Employers Liability
Auto Primary and Non-Contributory & Waiver of Subrogation #CA00011013
Auto Designated Insured #IL 02 70 07 20
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Montebello
1600 West Beverly Boulevard
Montebello CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Burnham WGB Insurance Solutions		NAMED INSURED The Pun Group, LLP 200 East Sandpointe Avenue, Suite 600 Santa Ana CA 92707
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Work Comp waiver of subrogation applies #WC 00 03 13

Certificate Holders Vesting/Additional Insureds:

The "City of Montebello, its officials, employees, and agents".

Specific Endorsements to follow.



EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an **insured**, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 9; Page: 1 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7013117645

Policy Effective Date: 03/01/2022

Policy Page: 46 of 50

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	Blanket Additional Insured Provisions
A.	Additional Insured – Blanket Vendors
B.	Miscellaneous Additional Insureds
C.	Additional Provisions Pertinent to Additional Insured Coverage
1.a.	Primary – Noncontributory provision
1.b.	Definition of "written contract"
2.	Additional Insured – Extended Coverage
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury," "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs A. and B. above:
 - a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
 - b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

 - (1) Is currently in effect or becomes effective during the term of this policy; and
 - (2) Was executed prior to:
 - (a) The "bodily injury" or "property damage;" or
 - (b) The offense that caused the "personal and advertising injury";for which the additional insured seeks coverage.
- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

 - a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
 - c. A limited liability company, then its members and managers are insureds;
 - d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
 - e. Any type of entity, then its employees are insureds;
- but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:
- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
 - (2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or
 - (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph 2.a.1. is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "employees" for "bodily injury" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"employee" or "volunteer worker" that becomes necessary while your "employee" is performing duties in the conduct of your business. Your "employees" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "employees" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion k. **Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. **Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:
- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:
- (15) **Discrimination Relating to Room, Dwelling or Premises**
Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) **Employment Related Discrimination**
Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) **Fines or Penalties**
Fines or penalties levied or imposed by a governmental entity because of discrimination.
3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H, **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: WC 7 13134493

Policy Effective Date: 03/01/2022

Policy Page: 24 of 37



ITEM # 27

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Andrew Kim, Senior Management Analyst

**SUBJECT: APPROVE AGREEMENT NO. 4338 WITH THE GOVERNOR'S OFFICE
OF EMERGENCY SERVICES (CAL OES) FOR TEMPORARY
ASSIGNMENT OF VEHICULAR EQUIPMENT – WATER TENDER WT-
11**

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4338 with the Governor's Office of Emergency Services (Cal OES) and authorize the City Manager to execute all necessary documents to complete the temporary assignment of Water Tender WT-11 to the City's Fire Department; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no direct fiscal impact to the City of Montebello for the acquisition of the Cal OES Water Tender WT-11. The vehicle, valued at \$155,000, and accompanying hose and appliances valued at \$5,000, are being assigned to the City at no purchase cost. The City is, however, responsible for all housing, staffing, and operational costs, including routine maintenance, minor repairs up to \$100 per item, and insurance coverage.

Insurance requirements include liability insurance with the State named as an additional insured, and physical damage insurance with the State named as loss payee. Preliminary insurance estimates are a little over \$1,000 annually to insure this new vehicle. Cal OES may cover major repairs exceeding \$100 per item, provided the damage is not due to negligence or misuse by the City. Any unauthorized modifications or unapproved repairs

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 3

beyond \$100 must be avoided unless written approval is obtained from Cal OES.

BACKGROUND/DISCUSSION:

The California Governor's Office of Emergency Services (Cal OES) has developed a statewide system of providing vehicular firefighting apparatus to local jurisdictions to support the California Fire Service and Rescue Emergency Mutual Aid Plan. These vehicles are distributed under formal agreements and are intended to be available both for local emergencies and for statewide deployment during major incidents. On May 20, 2025, Cal OES extended an offer to assign a Type 1 Water Tender (WT-11) to the Montebello Fire Department (Attachment A). This apparatus will be made available for the City's use starting June 6, 2025, or upon execution of the agreement and submission of required documentation, including insurance verification.

ENVIRONMENTAL:

N/A

ANALYSIS:

The assignment of this apparatus is particularly timely and important due to the recent Local Responsibility Area (LRA) maps which highlight increased wildfire risk zones within and surrounding the City of Montebello. Having immediate access to a dedicated Water Tender significantly enhances the Fire Department's operational readiness in these high-risk areas by providing critical water supply support during extended fire operations.

It is also important to note that while other local agencies have expressed interest in receiving this same vehicle, the Montebello Fire Department was one of the first organizations to formally express interest and respond to Cal OES. This prompt action has positioned the City to receive this valuable asset ahead of other jurisdictions. Agreement No. 4338 (Attachment A) ensures that the apparatus will remain available to the Montebello Fire Department for ten years, unless terminated earlier by either party, and outlines the responsibilities associated with its use, including training standards, equipment maintenance, reporting, and coordination with Cal OES for deployment outside the City.

SUMMARY:

Staff recommends that the City Council approve Agreement No. 4338 (Attachment A) for the temporary assignment of vehicular equipment with the California Governor's Office of Emergency Services and authorize the City Manager to execute the necessary documents to accept the assignment of Water Tender WT-11. The addition of this apparatus will strengthen the City's firefighting resources, improve response capabilities in areas identified by updated LRA maps, and enhance Montebello's role in the statewide mutual aid network.

ATTACHMENT(S)

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 3 of 3

1. Attachment A - Agreement 4338 Draft

City of Montebello
Agreement No. 4338
With
The Governor's Office of Emergency Services (CAL OES)
For
Temporary Assignment of Vehicular Equipment
Water Tender WT-11



May 20, 2025

Fernando Pelaez, Fire Chief
Montebello Fire Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Dear Chief Fernando Pelaez,

You will find enclosed two copies of Assignment of Equipment Form, and Agreement for Temporary Transfer of Vehicular Equipment covering the assignment of Cal OES Fire Engine No. WT-11 to the Montebello Fire Department. The Agreement is effective June 6th, 2025.

Please have the authorized official sign both copies of the above-mentioned documents and return one original set to our office.

NOTE 1: Cal OES cannot assign the apparatus to your agency until this signed Agreement is returned.

It is required that this office be furnished with a Certificate of Insurance, or a letter certifying self-insurance in accordance with Paragraph 16 and 17 of the Agreement for Temporary Transfer of Vehicular Equipment.

If you have any questions regarding this assignment, please feel free to contact our office.

Sincerely,

DocuSigned by:

Brian Marshall

C2462827272940B...

Brian S Marshall
State Fire and Rescue Chief

Cc: Anthony Marrone, Region VI Fire and Rescue Coordinator
Fernando Pelaez, Operational Area Coordinator
Art Torrez, Cal OES Deputy Chief of Operations
Greg McKeown, Cal OES Assistant Chief
James Harris, Cal OES Assistant Chief

GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Fire and Rescue Division**AGREEMENT FOR
TEMPORARY ASSIGNMENT OF VEHICULAR EQUIPMENT**

THIS AGREEMENT, entered into this 6th day of June, 2025, by and between the Governor's Office of Emergency Services, hereinafter "**CAL OES**" acting by and between its duly appointed and qualified Director of the Governor's Office of Emergency Services and the Montebello Fire Department, acting by and through its duly appointed, qualified and acting officers, hereinafter called "**ASSIGNEE**."

W I T N E S S E T H:

WHEREAS, the State of California has purchased fire apparatus and equipment for the purpose of responding to incidents in furtherance of the California Fire Service and Rescue Emergency Mutual Aid Plan; and

WHEREAS, Cal OES is authorized to assign these fire apparatus and equipment to local jurisdictions throughout the State under written agreements to be staged for Cal OES purposes and for use by local jurisdictions for the purposes described below; now, therefore,

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. ASSIGNMENT. **CAL OES** hereby transfers possession to **ASSIGNEE** and **ASSIGNEE** hereby accepts possession from **CAL OES** of the fire apparatus and equipment listed on the attached Exhibit "A" which is by this reference made a part hereof, for the period commencing June 6th, 2025, for the following all-risk events, emergency incidents, civil defense and disaster purposes, namely:

Mutual aid, multiple alarm events and emergency incidents, emergency incidents threatening properties vital to national defense or important military installations, parades and displays, training of regular, volunteer and auxiliary firefighters and temporary standby for **ASSIGNEE**'s regular apparatus and the regular apparatus of other departments while out of service for repairs.

- a. Vehicle Description: 2003 Freightliner/Westates Type 1
Vehicle Designation: OES Water Tender 11
Vehicle License Number: 959528
Vehicle Identification Number: 1FVABXLS53DK80567
Value of Vehicle: \$155,000.00
Value of Hose and Appliances: \$5,000.00

b. Equipment inventories (Exhibit "A") may by mutual concurrence of the **CAL OES** and **ASSIGNEE** be changed during the term of this Agreement, utilizing property accountability procedures established or approved by the State.

2. TERM. The term of this Agreement shall be for ten (10) years unless terminated pursuant to the terms of this Agreement.

3. CONSIDERATION. Consideration for this Agreement is the mutual benefit the parties will enjoy by having a fire apparatus locally available for use as provided in this Agreement.

GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Fire and Rescue Division

4. HOUSING, MAINTENANCE, REPAIR, AND REPLACEMENT. During the term of this transfer, **ASSIGNEE** agrees to adequately house in an enclosed secure structure, staff, operate, maintain and repair (consistent with section 4b) said fire apparatus and equipment (hereinafter collectively referred to as "the Apparatus" except where it is desired to refer to equipment alone, in which case the term "Equipment" is used) at its sole cost and expense, except as otherwise expressly provided in this Agreement. **ASSIGNEE** also agrees to complete all reports and maintain records consistent with Section 14. Apparatus shall be housed on property of the **ASSIGNEE** in a manner to provide reasonable protection against inclement weather, sabotage, theft, or malicious damage. Apparatus shall be maintained in such condition that it is available for immediate emergency use, and at the same standard as other emergency apparatus operated by **ASSIGNEE**. Maintenance shall include care of hose, batteries, tires, appliances, lubrication and fuel, general cleaning and polishing, minor body repairs and periodic testing. Repairs shall include, without being limited to, motor tune-ups, pump repairs, transmission, differential and all running gear, brake and exhaust systems, cooling devices including radiator, pump packing, and equipment assigned to Apparatus.

a. Repairs to the extent of \$100.00 for each individual item of repair shall be the responsibility of **ASSIGNEE**.

b. Repairs to the extent that they exceed \$100.00 for each individual item of repair shall be the responsibility of **CAL OES** on a \$100.00 deductible basis, unless in the judgment of the **CAL OES** the need for repair results from misuse or negligence on the part of **ASSIGNEE** in the maintenance or use of the Apparatus, in which event the cost of each such item of repair above \$100.00 shall also be the responsibility of **ASSIGNEE**. In no event shall **ASSIGNEE** arrange for repairs costing over \$100.00 for any item of repair, whether it is the responsibility of **CAL OES** or **ASSIGNEE**, without first obtaining written authorization from the Cal OES Fire and Rescue Division.

c. Notwithstanding the foregoing, replacement of hose, batteries and tires shall be the responsibility of **CAL OES**, except to the extent **CAL OES** determines that the damage thereto is the result of negligence or misuse on the part of **ASSIGNEE**, in which event **ASSIGNEE** will bear such portion of the replacement cost thereof as the **CAL OES** deems equitable. Procurement of tires, hose and batteries is subject to State fiscal policies and procedures, and written approval must be obtained from the Cal OES Fire and Rescue Division prior to procurement.

d. Maintenance and repairs must be requested and authorized pursuant to the most recent version of the Cal OES Fire and Rescue Division Operations Bulletin #18, which is hereby incorporated into this Agreement by reference.

e. Repair or replacement of the Apparatus transferred hereunder which is consumed, lost, stolen, damaged or destroyed during mutual aid operations when **CAL OES** has dispatched or directed the dispatch of said Apparatus through Regional or Operational Area Fire and Rescue Coordinators, or when **CAL OES** has reassigned said Apparatus pursuant to the provisions of paragraph 11 of this Agreement, shall be the responsibility of **CAL OES**, providing that any such loss or damage shall be the responsibility of **ASSIGNEE**, if due to the negligence of **ASSIGNEE**. **ASSIGNEE** agrees that it will assume responsibility in full for the repair or replacement of Apparatus that has been consumed, lost, stolen, damaged or destroyed in

operations **ASSIGNEE** has directed or controlled.

f. **ASSIGNEE** must request from **CAL OES**, in writing, permission to make any and all changes to assigned fire apparatus and equipment. Furthermore, **ASSIGNEE** will not make modifications, changes, adjustments, or additions, including decals or stickers, to Apparatus without prior written approval from **CAL OES**.

5. INSPECTION OF APPARATUS. **ASSIGNEE** agrees that representatives of the Cal OES Fire and Rescue Division and other authorized State personnel may inspect the Apparatus at any time.

6. STAFFING. Reasonable and continual training shall be carried on so that trained personnel shall at all times be available to staff and operate said Apparatus. The **ASSIGNEE** shall provide personnel to staff the assigned apparatus per FIREScope ICS standards. The Cal OES engine may be assigned to out of area assignments for up to 14 days, plus travel time. When local government personnel, staffing Cal OES Apparatus, are committed to extended assignments there may be a need to replace or rotate personnel. Personnel rotation will follow the direction outlined in the California Fire Assistance Agreement when assigned to an incident within California. Crew rotation for incidents outside of California shall be consistent with the appropriate forest's agencies policy and coordinated by Cal OES.

7. PERSONAL PROTECTIVE EQUIPMENT (PPE) AND SPECIALIZED EQUIPMENT. In addition to providing the standard complement of firefighting PPE, it shall be the **ASSIGNEE'S** responsibility to provide its personnel with all other PPE that may be required by NFPA 1901, other NFPA Standards, and California Title 8. This shall include, but not be limited to, one Traffic Vest (ANSI / ISEA 207) for each seating position. In addition, we recommend chainsaw chaps be provided. In addition, an automatic external defibrillator (AED) has been added to "Miscellaneous Equipment" in NFPA 1901. To provide consistency with the **ASSIGNEE'S** equipment, it shall be the **ASSIGNEE'S** responsibility to provide this device for use on the assigned engine.

8. TRAINING. Personnel assigned shall meet wildland fire and ICS standards established in the California Incident Command Certification System (CICCS) or NWCG 310-1, Wildlife Qualification System Guide (current edition). Personnel assigned to Cal OES Engine's shall meet Rescue System I standards as certified by the California State Fire Marshal or have completed an equivalent course that meets or exceeds Rescue System I curriculum.

9. DISPATCHING. All movement of the Apparatus shall be handled through the official dispatching channels of **ASSIGNEE**. **ASSIGNEE** dispatchers will recognize and act on all official requests for movement of the Apparatus in conformance with the Fire and Rescue Annex (California Fire and Rescue Mutual Aid System) to the State Emergency Plan and its subsequent revisions. **CAL OES** reserves the right to dispatch, direct the dispatch of, or temporarily reassign the Apparatus whenever, in the opinion of the Director of Cal OES, his representatives or Operational Area and Regional Fire and Rescue Coordinators, such Apparatus is essential to the protection of life and property in another jurisdiction or in the best interest of the State.

10. MUTUAL AID RESPONSE. Procedures for mutual aid response shall be in accordance with California Fire Service and Rescue Emergency Mutual Aid Plan.

11. REIMBURSABLE RESPONSE. Reimbursement for mutual aid may be provided pursuant to a

GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Fire and Rescue Division

governor's disaster proclamation or when conditions warrant invoking the California Fire Assistance Agreement, the State of Nevada Cooperative Agreement, or the Interstate Compact as appropriate. There is no other existing provision for mutual aid reimbursement.

12. TEMPORARY USE. **ASSIGNEE** shall be permitted to use the Apparatus for temporary cover of fire stations when emergency conditions warrant, or when regular apparatus is out of service for repairs and a closer engine cannot cover the gap. In either case, the **ASSIGNEE** shall immediately notify the Operational Area Dispatch Center and the Cal OES Fire Duty Chief. The **ASSIGNEE** further agrees that Cover-in or Standby of said Apparatus exceeding 30 days is at the discretion of the **CAL OES**.

13. TEMPORARY TRANSFER.

a. A sub-assignment of the Apparatus or any portion thereof by **ASSIGNEE** for any period not exceeding seven consecutive days within a given Operational Area may be made with the consent of the Operational Area Fire and Rescue Coordinator and the **CAL OES**, providing that at the time such Apparatus is received, such Sub-Assignee furnish **ASSIGNEE** and **CAL OES** a letter to the effect that he assumes all obligations of **ASSIGNEE** with respect to such Apparatus under this Agreement during the period of assignment, including insurance coverage in accordance with Section 16 or 17, as appropriate. Any sub-assignment by **ASSIGNEE** for a period of more than seven consecutive days shall be subject to authorization by the **CAL OES** and execution of an "Agreement for the Temporary Transfer of Vehicular Equipment," with the agency requesting the transfer.

b. Whenever Apparatus is assigned in accordance with the provisions of this paragraph, regular **ASSIGNEE** shall be relieved of its obligations under this Agreement during such period of sub-assignment.

c. Complete a written Temporary Cal OES Apparatus Assignment Record, Exhibit "B". The **ASSIGNEE** will retain one copy, the Sub-Assignee will retain one copy, and one copy will be forwarded to the Cal OES Fire and Rescue Division.

14. REPORTS AND RECORDS. **ASSIGNEE** shall maintain daily and monthly reports on the details of Apparatus use on Cal OES F-101 Form. A Smoke Opacity Test, Pump Test, Hose Test, and Ladder Test shall be the responsibility of **ASSIGNEE** and completed annually. Written results of all tests and reports shall be forwarded to the Cal OES Fire and Rescue Division by the end of the calendar year. A recent copy of the tests and reports shall be maintained in the vehicle logbook.

15. REPORT OF ACCIDENTS. **ASSIGNEE** shall immediately notify the Cal OES Fire and Rescue Division following any and all accidents involving the Apparatus. It shall be the responsibility of **ASSIGNEE** to fill out State Form 270, "Report of Automobile Accident," and file the report with the Governor's Office of Emergency Services. A copy of this report shall be retained by the **ASSIGNEE** and the original and four copies forwarded to Cal OES.

16. INSURANCE PROTECTION. (Non- State Agencies)

a. **ASSIGNEE** agrees forthwith to furnish evidence of insurance protecting the legal liability of the **ASSIGNEE** and **CAL OES** for liability and/or property damage with a combined

single limit of \$1,000,000.00 per occurrence, by means of a Certificate of Insurance naming the State of California as Additional Insured. Said certificate shall contain an Agreement by the insurance company that it will not cancel said policy without 15 days prior written notice to the **CAL OES** and that the **CAL OES** is not liable for the payment of any premiums or assessments thereon. Said certificate must include the description of the apparatus including VIN, state license number, and Cal OES unit number.

b. In the event the **ASSIGNEE** is self-insured, **ASSIGNEE** in lieu of a certificate of insurance shall furnish **CAL OES** a written statement of such fact. In such event, **ASSIGNEE** agrees to hold the **CAL OES** harmless from any personal injury or property damage claims arising out of its maintenance, use or operation of the Apparatus under the terms of this Agreement.

c. Physical damage insurance, including collision coverage and comprehensive coverage, shall be obtained. The State of California will be named as a loss payee. In the event of a non-total loss, **ASSIGNEE** is responsible for returning Apparatus to original standard. The description of the vehicle and the necessary amount of insurance required is outlined in attached Exhibit "C" which is by this reference made a part hereof.

17. INSURANCE PROTECTION. (State Agencies) Any insurance necessary for coverage of the apparatus shall be the sole responsibility of the department having custody of the vehicle, including when it directs, dispatches, and controls the use of the Apparatus. **ASSIGNEE** agrees to report Apparatus as being under its control to the Insurance Officer, Department of General Services.

18. TERMINATION OF AGREEMENT.

a. Either party may terminate this Agreement upon 14 days written notice to other party, or **ASSIGNEE** may relinquish, or **CAL OES** may repossess any portion of the Apparatus upon like notice to the other party, except that **CAL OES** may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this Agreement.

b. Upon the termination of this Agreement, **ASSIGNEE** agrees to return said Apparatus in the same condition as received, reasonable wear and tear, acts of God, and conditions over which it has no control excepted.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the **CAL OES** or replaced by **ASSIGNEE**, it is mutually agreed that no amendment to this Agreement need be made at the time of the change; provided however, at the termination of this Agreement a complete reconciliation of all equipment will be made. **ASSIGNEE** further agrees that all replacements for equipment or apparatus will be made with identical or substantially like items as approved by the **CAL OES**.

d. Nothing in this Agreement shall be construed to create a new property interest or right of action for the **ASSIGNEE**.

19. UNAUTHORIZED USE OF CAL OES APPARATUS AND EQUIPMENT. Use of this Apparatus other than as specified in Paragraph 1 will be considered a breach of this Agreement.

20. USE OF RADIO EQUIPMENT

a. **CAL OES** will furnish at **CAL OES'S** sole cost, radio equipment installed in the Apparatus to be operated on the following frequencies: 151.145 - 170.925 .

b. **CAL OES** agrees to maintain said equipment without cost to **ASSIGNEE**.

c. The **ASSIGNEE** agrees to operate said radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission.

d. Ownership of said equipment is in the **CAL OES**, and all applications to the Federal Communications Commission seeking authority to add, modify, or replace radio equipment covered by this Agreement shall be made by and in the name of the State of California. To activate this Agreement and in compliance with the control requirements of the Communications Act of 1934, as amended, the **CAL OES** hereby deputizes the Chief of the agency of said **ASSIGNEE**, and such volunteers, regularly employed and salaried assistants as shall be designated by the Chief of the agency as his agents to operate said radio equipment as specified in Paragraph "c" above.

e. **CAL OES** assumes no liability hereunder for claims or losses accruing or resulting to any person, firm or corporation furnishing or supplying work, services or material or services in connection with the performance of this Agreement or for any claims and losses accruing or resulting to any person, firm or corporation injured or damaged by performance of either party hereunder.

21. NOTICES. All correspondence and notices required or contemplated, or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the **ASSIGNEE** at Montebello Fire Department, 1600 W. Beverly Blvd., Montebello, CA 90640, and to the **CAL OES** at Governor's Office of Emergency Services, Fire and Rescue Division, 3650 Schriever Ave., Mather, CA, 95655. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

22. ALTERATION. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

23. WAIVER. The **CAL OES** may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this Agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

24. JURISDICTION AND VENUE. This Agreement, and any dispute arising from the relationship

between the parties to this Agreement, will be governed by the laws of the State of California.

25. WHOLE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto, with respect to the subject matter hereof. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement upon the date first above written.

ASSIGNEE:

Montebello Fire Department

By _____
Donald Cadena, Battalion Chief

By _____
Fernando Pelaez, Fire Chief, Battalion Chief

CAL OES:

Nancy Ward
Director,
Governor's Office of Emergency Services

DocuSigned by:
Brian Marshall
C2462827272940B...
By _____
Brian S. Marshall, State Fire and Rescue
Chief

State of California
OFFICE OF EMERGENCY SERVICES
Fire and Rescue Branch

EXHIBIT "A" - EQUIPMENT INVENTORY: OES WT 11-66

WATER

TENDOR # 11 LICENSE # 959528 VIN # 1FVABXLS53DK80567

1 Axe, Pickhead	1 McCleod
2 Block, Chock	2 Nozzle, 1 ½", Combination
1 Can, Fuel	1 Nozzle, 1 ½", Foam, Air Aspirating
1 Chain, Tow 25', w/Grab Hooks	1 Pike Pole, 8'
1 Coupling, 2-1/2", DF	1 Pulaski
1 Coupling, 2-1/2", DM	1 KenWood Radio
1 Fire Extinguisher, 20#, 20A-120BC	Serial #_xxxxxxx
1 Fire Extinguisher, 2 ½ gallon, pressurized water	OES #_xxxxxx
1 Fire Extinguisher, Purple K, 10#, 80 BC	DGS #_xxxxxx
1 First Aid Kit	1 Bendix King HT
1 Floto Pump, Serial #_xxxxxx	Serial #_xxxxxx
OES #_xxxxxx	OES #_xxxxxx
2 Handlight, 12 volt	DGS #_xxxxxx
1 Hose, 1-1/2" x 35', Truck Protection Line	1 Reducer 2 1/2" F to 1 ½" M
4 Hose, 1-1/2" x 50', NST	1 Reflector Kit, 3-Unit
10 Hose, 3" x 50', NST	1 1/2" x 100' Utility Rope
2 Hose, Hard Suction, 4" x 10'	1 Shovel, Long Handle, Round Point, Fiberglass Handle
2 Hose, Soft Suction, 3" x 15'	1 Intake, gated, swivel, two 2 ½" NHF x one 4" NHF
1 Intercom Set	1 Strainer, 4" Suction Hose
1 Log Book, w/Credit Card	2 Strap, Hose
1 Mallet, Rubber	2 Wrench, Adjustable Hydrant
	4 Wrench, Hose Spanner

ACCEPTED BY: _____

TITLE: _____

DEPARTMENT: _____

DATE: _____

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "B"
TEMPORARY OES APPRATUS ASSIGNMENT RECORD

NO.	ARTICLE	OES DECAL	QUANTITY
1.	2000 gallon Type 1 Water Tender, complete with equipment per attached Exhibit "A" of Agreement for Temporary Transfer of Vehicular Equipment.	OES – WT-11	1
2.	License No: <u>959528</u>		
3.	VIN No: <u>1FVABXLS53DK80567</u>		
4.	Water Tender No: <u>11</u>		
5.	Proof of Insurance: _____		
6.	Inventory Completed: _____		
7.			
8.			
9.			
10.			
11.			

REASON FOR TEMPORARY TRANSFER: New Assignee

SIGNATURES:

PERMANENT TRANSFEREE

Date _____

TEMPORARY ASSIGNEE

Date _____

State of California
GOVERNOR'S OFFICE OF EMERGENCY SERVICE
Fire and Rescue Division

EXHIBIT "C"
INSURANCE REQUIREMENTS

Part of the Agreement through which the State makes a temporary transfer of vehicular equipment is the Agreement on the part of the ASSIGNEE to furnish certain evidence of insurance. Your organization, as an ASSIGNEE of equipment, will want to be mindful of these requirements and assure they are complied with. If self-insured, in lieu of a certificate of insurance, a written statement of self-insurance shall be furnished on official letterhead and agreeing to hold Cal OES harmless from any personal injury or property damage claims arising out of the maintenance, use or operation of the Apparatus.

Liability Insurance

A certificate of insurance shall be furnished to the State providing minimum limits of insurance as follows:

BODILY INJURY and PROPERTY DAMAGE LIABILITY \$1,000,000.00 PER OCCURANCE

A certificate of insurance will have the following provisions included:

- 1.The State of California shall be named Additional Insured.
- 2.The insurance company shall agree that in the event of cancellation, 15 days prior written notice will be given to the State.
- 3.The State shall not be responsible for premium or assessments.
- 4.Certificate of Insurance must include the description of the apparatus including Vehicle Identification Number, State license number and OES unit number.

Physical Damage Insurance

The transfer agreements place certain responsibilities upon your organization for the safekeeping of the vehicle and equipment. The State will look to your organization for reimbursement for repair or replacement cost in the event the vehicle or equipment is damaged by misuse or negligence or by other causes, except normal wear and tear, acts of God and conditions over which your organization has no control.

Description of Apparatus

<u>VEHICLE</u>	<u>VALUE</u>
2003 Freightliner/Westates Type 1	\$155,000.00
License Number: _____	959528
VIN Number: _____	1FVABXLS53DK80567
Water Tender Number: _____	WT-11
<u>EQUIPMENT</u>	
Hose and Appliance	\$5,000.00

Certificate Of Completion

Envelope Id: 366E670F-CE20-4DE2-B935-E50FD75AE41E
 Subject: Complete with Docusign: WT-11_Montebello FD_Agreement_05-20-25.pdf
 Source Envelope:
 Document Pages: 11
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent
 Envelope Originator:
 Mitch Higgins
 3650 Schriever Ave
 Mather, CA 95630
 Mitch.Higgins@CalOES.ca.gov
 IP Address: 50.232.233.246

Record Tracking

Status: Original 5/20/2025 2:14:03 PM	Holder: Mitch Higgins Mitch.Higgins@CalOES.ca.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: California Governor's Office of Emergency Services	Location: Docusign

Signer Events

Brian Marshall
 Brian.Marshall@CalOES.ca.gov
 Fire and Rescue Chief
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 C2462827272940B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 63.193.207.1

Timestamp

Sent: 5/20/2025 2:21:14 PM
 Viewed: 5/20/2025 2:37:49 PM
 Signed: 5/20/2025 2:38:01 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Donald Cadena
 dcadena@montebellocaloca.gov
 Security Level: Email, Account Authentication (None)

Sent: 5/20/2025 2:38:04 PM
 Viewed: 5/20/2025 2:40:02 PM

Electronic Record and Signature Disclosure:

Accepted: 5/20/2025 2:40:02 PM
 ID: ff0e0cc7-07a3-4a9c-952d-f1708383bd25

Fernando Pelaez
 fpelaez@montebellocaloca.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Mitch Higgins mitch.higgins@caloes.ca.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/20/2025 2:21:14 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO California Governor's Office of Emergency Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO California Governor's Office of Emergency Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kris.rhodewalt@caloes.ca.gov

To advise Carahsoft OBO California Governor's Office of Emergency Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kris.rhodewalt@caloes.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO California Governor's Office of Emergency Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO California Governor's Office of Emergency Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kris.rhodewalt@caloes.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

In Process

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO California Governor's Office of Emergency Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO California Governor's Office of Emergency Services during the course of your relationship with Carahsoft OBO California Governor's Office of Emergency Services.



ITEM # 28

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Fernando Pelaez, Fire Chief
Andrew Kim, Senior Management Analyst

SUBJECT: APPROVE AGREEMENT NO. 4347 BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF MONTEBELLO TO ACCEPT FISCAL YEAR 2025-26 MEASURE A HOMELESS FUNDING

DATE: June 11, 2025

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize the City Manager to execute Agreement No. 4347 (Los Angeles County Agreement HI-2025-009) with the County of Los Angeles' Chief Executive Office (CEO) to accept Measure A funding in the amount of \$617,727 for Fiscal Year 2025-26; and,
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$617,800 in Account No. 261-85-867-6040.10 (Measure A - LA County Homeless, Fire, Measure A - LA County Homeless, Other Contract Services [expenditures]), and \$617,800 in Account No. 261-99-4198.28 (Measure A - LA County Homeless, Miscellaneous Grants - Measure A - LA County Homeless [revenue]); and,
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Acceptance of Measure A funding in the amount of \$617,727 will provide vital financial support to supplement funding for the City's Operation Stay Safe (OSS) program ("Tiny Homes"). Operation Stay Safe has been previously funded through various sources, including Los Angeles County homeless sales tax Measure H funding, the SGVCOG, and the Cal ICH Encampment Grant. Funding from the SGVCOG has ended, and funding for the Cal ICH Encampment Grant is scheduled to end in March 2026. Measure A funding can supplement some of the prior funding that has ended to allow the City to

CITY COUNCIL AGENDA REPORT - MEETING OF JUNE 11, 2025

Page 2 of 3

continue to provide this program to the community.

The recommended action would amend the Fiscal Year 2024-25 budget by increasing appropriations by \$617,800 in Account No. 261-85-867-6040.10 (Measure A - LA County Homeless, Fire, Measure A - LA County Homeless, Other Contract Services [expenditures]), and \$617,800 in Account No. 261-99-4198.28 (Measure A - LA County Homeless, Miscellaneous Grants - Measure A - LA County Homeless [revenue]). The action allows for recognition of this funding in the current fiscal year, which allows staff to appropriate the funding in FY 2025-26 as part of the annual budget carryover action presented to the City Council in October.

BACKGROUND/DISCUSSION:

In 2022, the City of Montebello launched Operation Stay Safe ("Tiny Homes"), a transitional housing initiative that provides 30 single-bed units and wraparound supportive services for individuals experiencing homelessness. Located at 2000 Flotilla Street, the program prioritizes Montebello residents and serves as a major asset for the Montebello Community Assistance Program (MCAP) operated by the Montebello Fire Department. Through MCAP, the City provides homeless outreach, case management and assistance in transitioning individuals from interim housing to permanent housing, both within Montebello and in neighboring communities.

The program has historically relied on a mix of funding sources, including Los Angeles County homeless sales tax Measure H, the SGVCOG, and the Cal ICH Encampment Grant. As several of these funding streams have either ended or are scheduled to expire by early 2026, the City has been seeking alternative resources to ensure the program's continuity.

Measure A, approved by Los Angeles County voters on November 5, 2024, replaces Measure H and establishes an ongoing half-cent sales tax effective April 1, 2025. Measure A maintains support for critical homelessness services while expanding funding for affordable housing construction, homelessness prevention, and support for vulnerable renters. A significant component of Measure A is the Local Solutions Fund (LSF)—an annual allocation that directs funding to all 88 cities in Los Angeles County, Councils of Government (COGs), and unincorporated areas. LSF funding is based on a formula that uses Point-in-Time homeless count data and U.S. Census data as a proxy for homelessness and housing instability.

The City of Montebello has been allocated \$617,727 in Measure A LSF funds for Fiscal Year 2025–26. Acceptance of these funds will assist with continuing the operation of Operation Stay Safe and allow the City to fulfill Measure A's objectives of transitioning individuals into permanent housing, preventing homelessness, and preserving housing stability for at-risk residents. In compliance with Measure A requirements, the City will demonstrate accountability through ongoing reporting, data sharing, and adherence to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

The continuation of Operation Stay Safe is essential to addressing homelessness in Montebello. Since its inception, the program has proven effective in transitioning individuals from interim housing to permanent housing within Montebello and neighboring communities. MCAP staff provides direct outreach and case management, helping clients navigate housing systems and access needed resources.

Previous funding sources, including the SGVCOG and Cal ICH grants, have either ended or are scheduled to expire by early 2026. The City's receipt and utilization of Measure A funds is an effort to ensure uninterrupted services and housing stability for vulnerable populations.

The Measure A allocation of \$617,727 will help fund operations for the City's Operation Stay Safe, allowing MCAP staff to continue offering individualized care and transitional housing support to our most at-risk residents.

SUMMARY:

The City of Montebello remains committed to innovative and compassionate solutions to homelessness. Operation Stay Safe has been a successful model for transitional housing and supportive services, serving dozens of individuals each year. Approval of this funding agreement (Attachment A) with Los Angeles County will enable the City to continue making measurable progress in its efforts to reduce homelessness.

Staff recommends that the City Council accept the Measure A funds and authorize the City Manager to execute Agreement No. 4347 (Attachment A) to support this critical program; and amend the Fiscal Year 2024-25 budget by increasing appropriations by \$617,800 in Account No. 261-85-867-6040.10 (Measure A - LA County Homeless, Fire, Measure A - LA County Homeless, Other Contract Services [expenditures]), and \$617,800 in Account No. 261-99-4198.28 (Measure A - LA County Homeless, Miscellaneous Grants - Measure A - LA County Homeless [revenue]).

ATTACHMENT(S)

1. Attachment A - Agreement No. 4347 with the County of Los Angeles

City of Montebello
Agreement No. 4347
(LA County Agreement HI-2025-009)
With
The County of Los Angeles
For
Measure A Funding Allocation

**FUNDING AGREEMENT
BETWEEN COUNTY OF LOS ANGELES AND
CITY OF MONTEBELLO
FOR
LOCAL SOLUTIONS FUND
CONTRACT NUMBER: HI-25-009**

The Funding Agreement is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County" and City of Montebello hereinafter referred to as "Local Jurisdiction". The County and Local Jurisdiction shall collectively be referred to as "Parties".

RECITALS:

WHEREAS, on November 4, 2024, the voters of Los Angeles County approved the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance ("Measure A" or the "Ordinance"), a one-half cent sales tax countywide, to fund critical programs designed to reduce and prevent homelessness within the County;

WHEREAS, the County has received a portion of the proceeds from the tax imposed by Measure A for Comprehensive Homelessness Services, the Local Solutions Fund, and Homelessness Solutions Innovations which it distributes to eligible programs and services in accordance with Measure A;

WHEREAS, pursuant to Measure A, the County shall allocate funds from the Local Solutions Fund to cities, councils of governments, and/or the County on behalf of its unincorporated areas;

WHEREAS, on March 25, 2025, the County Board of Supervisors ("Board"), in consultation with cities within the County, determined that Formula 4, based on 90% of the multi-year average point-in-time count and 10% of the American Community Survey proxy data, is the appropriate method for distributing Local Solutions Fund to cities, councils of governments, and to the County on behalf of its unincorporated areas;

WHEREAS, services and programs funded by the Local Solutions Fund shall support a variety of services and programs aimed at addressing homelessness, including but not limited to physical and mental health care, emergency housing, permanent housing, job counseling, substance use disorder treatment, short-term rental subsidies, and other related services, as well as the collection and analysis of data to assess the effectiveness of such services and programs;

WHEREAS, services and programs funded by Local Solutions Fund shall contribute to achieving the five outcome goals outlined in Measure A by demonstrating measurable progress from baseline metrics toward target metrics ("Metrics") as adopted by the Board on March 25, 2025;

WHEREAS, services and programs funded by the Local Solutions Fund must align with the purposes enumerated in Measure A and the Regional Plan adopted by the Board on March 25, 2025, which sets goals and objectives to reduce homelessness and expand affordable housing in accordance with Measure A;

WHEREAS, services and programs funded by the Local Solutions Fund shall adhere to best practices for the standardization of care, including but not limited to facilitating connections to behavioral and mental health services, medical care, and other services, and create connections to mainstream safety net programs supported by County, State, and federal funds,

including connections to medical and mental health care and other entitlement programs;

WHEREAS, the Local Jurisdiction agrees to perform its obligations under this Agreement in a manner consistent with and supportive of the goals and purposes outlined in Measure A, and the Metrics, Regional Plan, and best practices for the standardization of care; and

WHEREAS, the Parties desire to enter into this Agreement to formalize the allocation of Measure A funds, which is approved by the Board annually, establish accountability measures, and ensure the effective use of Measure A funds to achieve the stated goals in Measure A to prevent and reduce homelessness and increase access to affordable housing, subject to all the conditions required by Measure A.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

I. PURPOSE AND SCOPE

- A. Purpose of Affordable Housing, Homelessness Solutions, And Prevention Now Transactions and Use Tax Ordinance ("Measure A"): The allocation of Measure A funds from the Local Solutions Fund to the Local Jurisdiction is to be used solely for services and programs consistent with the purposes enumerated in the Ordinance or for the purposes set forth in Government Code section 64700 *et seq.*, including but not limited to homelessness prevention, homelessness services, or affordable housing programs in Los Angeles County.
- B. Scope: Local Jurisdiction shall use Measure A funds for the purposes and goals specified in Measure A and the goals and objectives outlined in the Regional Plan adopted by the County Board on March 25, 2025, which aims to reduce homelessness and expand affordable housing. Local Jurisdiction shall use Measure A funds for the uses as set forth in Measure A, including, but not limited to:
 - 1. Preventing Homelessness;
 - 2. Mental Health;
 - 3. Outpatient and residential substance use treatment;
 - 4. Case management and outreach services;
 - 5. Employment services;
 - 6. Expedited placements in permanent housing;
 - 7. Enhanced emergency housing and interim housing;
 - 8. Enhanced services for transition-age youth and children; and
 - 9. Affordable housing for people experiencing, or at risk of homelessness.

II. TERM

The term of this Agreement shall commence upon execution by the Parties and shall remain in force through June 30, 2031, contingent upon available funding and program performance set forth in this Agreement, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

III. FUNDING ALLOCATION

- A. Amount of Funds: Local Jurisdiction shall receive a portion of County's Measure A allocation in an amount not to exceed **\$617,727** ("Funds") for the Term, unless otherwise adjusted by the County contingent upon the County's receipt of allocated

Measure A funds and annual approval by the County Board. Funds are to implement programs and services aimed at preventing and reducing homelessness and increasing access to affordable housing (the "Project"), subject to Measure A, and as further described in this Agreement and Exhibit A, Project Description and Budget, which is attached and incorporated herein by reference. Local Jurisdiction agrees to use Funds as described in Exhibit A, Project Description and Budget. The County reserves the right, in its sole discretion, to adjust the Local Solutions Fund allocation based on actual Measure A tax revenues received by the County. The Local Jurisdiction shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Project provided by the Local Jurisdiction after the expiration or other termination of this Agreement. Should the Local Jurisdiction receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for Project rendered after the expiration and/or termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Local Jurisdiction. This provision shall survive the expiration or other termination of this Agreement.

- B. Use of Funds: Local Jurisdiction agrees to use the allocated Funds as described in their approved budget, exclusively for Measure A eligible Project, and as further described in this Agreement and Exhibit A, Project Description and Budget, and the goals and metrics outlined in Section IV of this Agreement. Any misspent or disallowed Funds must be fully reimbursed to the County, upon County's request. All Parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement.
- C. Prohibited Uses of Funds: The Funds are intended to support best practices, policies, and programs implemented by departments, agencies, or organizations that are primarily formed to provide services to and support people who are experiencing homelessness, at risk of homelessness, or are low-income. Per Measure A, the Funds may not be used to fund investigations or prosecutions to pursue criminal, civil, or administrative penalties against people experiencing homelessness or other low-income people.
- D. Notification of Reaching 75% percent of Total Agreement Sum or Individual Project Budgets: Local Jurisdiction must maintain a system of record keeping that will allow the Local Jurisdiction to determine when it has incurred seventy-five (75%) of either the total Agreement sum or the individual project budget specified in Exhibit A, Project Description and Budget, for each listed project, whichever is reached first. Upon occurrence of this event, the Local Jurisdiction must send written notification to County at the address herein provided in Section XV of this Agreement. If the seventy-five percent threshold for an individual project budget is reached, the notice must identify the specific Project(s) to which it applies.
- E. Supplanting of Funds: Local Jurisdiction shall not use the Funds to supplant or replace existing funding sources supporting Local Jurisdiction's programs, operations, or services, except as expressly permitted in this Section. The County may approve the use of the Funds to supplant existing funding sources only under the following limited circumstances, all of which must be justified in writing by the Local Jurisdiction and approved in writing by the County prior to the execution of this Agreement or any amendment authorizing such use:
 - 1. The Funds are allocated to advance the goals outlined in Section IV.A.1 and 3, specifically: to increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness, and increase the number of people permanently leaving homelessness;
 - 2. The supplanting of funds is necessary to prevent the loss of interim or permanent housing or services for people experiencing homelessness;

3. The supplanting of funds maintains or increases the Local Jurisdiction's ability to achieve the goals stated above; and
4. Local Jurisdiction agrees to redirect the local funds being replaced by the Funds to another eligible use under this Agreement that advances one or more of the goals set forth in Section IV.A.

Local Jurisdiction shall submit an annual certification of compliance to the County no later than October 1 of each year. The certification shall be signed by an authorized representative of Local Jurisdiction and must affirm compliance with all requirements set forth in this Section. The County reserves the right to request supporting documentation, including documentation showing the eligible use of the redirected funds, to verify compliance with this Section. If Local Jurisdiction fails to comply, the County may exercise any remedies available under this Agreement, including withholding of Funds or terminating the Agreement.

IV. GOALS AND METRICS

- A. Goals: The Parties agree to work collaboratively to achieve the following goals:
 1. Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness;
 2. Reduce the number of people with mental illness and/or substance use disorders who experience homelessness;
 3. Increase the number of people permanently leaving homelessness;
 4. Prevent people from falling into homelessness; and
 5. Increase the number of affordable housing units in Los Angeles County.
- B. Baseline Metrics, Target Metrics, Key Performance Indicators, and Key System Performance Metrics: Local Jurisdiction shall work towards achieving the metrics and key performance indicators as follows:
 1. Demonstrating progress from the baseline metrics toward the target metrics as set forth in Exhibit B, Measure A Goals and Recommended Targets, which are attached and incorporated herein by reference. Project funded by the Funds shall contribute to achieving the goals in Section IV.A.
 2. Project Specific Key Performance Indicators ("PS-KPIs") and Project Specific Target Outcomes related to the use of the Funds, as set forth in Exhibit A, Project Description and Budget. The Parties will amend this Agreement to incorporate any additional or revised key performance indicators approved by the County.
 3. Key system performance metrics related to the use of the Funds, including, but are not limited to:
 - a. Creating a standardization of basic services to bring people inside and ensure that people have access to social services, medical care, and behavioral/mental health care.
 - b. Establishing a homeless-service-delivery system more accessible to all communities;
 - c. Meeting regional housing needs for "Lower Income Households," which has the same meaning as defined in California Health and Safety Code section 50079.5;
 - d. Using an equity lens and reducing racial disparities and disproportionate impact of homelessness and housing insecurity for critical populations, including but not limited to veterans, seniors,

transition-age youth, families with children, people with disabilities, people with animal companions, women, members of LGBTQIA+ communities, survivors of domestic violence, overrepresented racial groups, and others at risk of homelessness; and

- e. Increasing accountability and transparency in the use of public funds.
4. The Parties will amend this Agreement to incorporate any additional or revised metrics and key performance indicators approved by the County.

V. REGIONAL PLAN AND BEST PRACTICES

- A. Alignment with Regional Plan: Local Jurisdiction shall ensure that its Project funded by the Funds align with the County's adopted regional plan and contribute to the achievement of its stated goals and objectives. Local Jurisdiction shall coordinate with County's efforts to combat homelessness, including collection of data to build a more comprehensive and inclusive version of the Regional Plan and provide continual updates to create a "living" Regional Plan. The County's Regional Plan is attached as Exhibit C, Measure A Regional Plan, and incorporated herein by reference.
- B. Best Practices for Standardization of Care: Local Jurisdiction shall implement best practices for the standardization of care, including but not limited to connections to behavioral and mental health, medical care, and other programs and services. Project funded by the Funds should aim to create connections to mainstream safety net programs supported by other funds from the County, state, and federal governments, including connections to medical and mental health care supported by state and federal programs as well as other entitlement programs. Funding for Project shall be allocated according to need and equity, considering factors such as the point-in-time count or other similar measures of the population experiencing homelessness or housing instability. Local Jurisdiction shall also comply with any additional best practices for standardization of care, including guidance and key performance indicators approved by the County. The Parties will amend this Agreement as needed to incorporate such County-approved standards of care as an exhibit.

VI. CONSTRUCTION AND REHABILITATION WORK

- A. Prevailing Wages: Any construction or rehabilitation project receiving Funds or financed under Funds, including but not limited to a project of fewer than 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.
- B. Project Labor Agreement for Projects with 40 or More Units: A project of 40 or more units is eligible to receive Funds or financed under Funds only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement, executed by the Chief Executive Officer on June 7, 2023, if the project is elsewhere or any successor to either agreement. For purposes of this Section, the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for a development project, regardless of whether construction or rehabilitation proceeds in phases or project ownership is divided.
- C. Alternative Project Labor Agreement: Notwithstanding Section VI.B, above, if a project labor agreement is agreed between Local Jurisdiction or its project developer, the Los Angeles/Orange Counties Building and Construction Trades Council, and the Western States Regional Council of Carpenters, then a project with

40 or more units is eligible to receive funding or financing from Measure A if all construction and rehabilitation is subject to that project labor agreement.

- D. Designated Enforcement Agency (DEA): Local Jurisdiction acknowledges that the DEA has the authority to enforce Labor Code Sections 1720-1815, as amended from time to time, for projects funded by the Funds. Any developer, contractor, or subcontractor as to such projects shall be required to cooperate fully in any investigation the DEA initiates. For projects located in the City of Los Angeles, the DEA shall be the Department of Public Works, Bureau of Contract Administration. For projects located elsewhere, Local Jurisdiction shall act as or designate the DEA. The DEA shall be authorized to work with joint labor management committees established pursuant to the federal Labor Management Cooperation act of 1978 (29 U.S.C. section 175a) in order to carry out the enforcement/investigation duties under Measure A. A joint labor management committee may bring an action in any court of competent jurisdiction against an employer that fails to comply with the labor standards required by this Agreement and Measure A.
- E. Compliance and Cooperation: Local Jurisdiction, including Local Jurisdiction's developers, contractors, and subcontractors, shall comply with the prevailing wage requirements, project labor agreement requirements, and any other labor standards set forth in this section. Failure to comply may result in enforcement actions, including but not limited to withholding of funds, or termination of this Agreement per Section XIV.J. Termination.

VII. RECRUITMENT AND RETENTION OF HOMELESSNESS SERVICE AND PREVENTION WORKERS

- A. All Local Jurisdiction's contracts that use Funds to pay for social services positions, including but not limited to homelessness services and eviction prevention workers, must:
 - 1. Set sufficient payment rates to enable contractors to pay wages aligned with public and private market conditions;
 - 2. Allow amendments, as needed, to provide that incentives and wage increases for cost of living similar to those offered to County staff and/or Los Angeles Homeless Services Authority (LAHSA) staff are also available to service provider and prevention worker staff;
 - 3. Allow annual adjustments to reflect cost-of-living adjustments, increases in administrative allowances, and operational cost changes due to inflation or other factors (such as supply shortages, insurance market changes, etc.);
 - 4. Be paid in a timely manner to prevent unnecessary cost increases borne by service providers; and
 - 5. Not result in displacement of public employees.
- B. The requirements under Section VII.A. shall be fully implemented and enforced by July 1, 2026, to allow for necessary administrative, budgetary, and contractual adjustments while ensuring compliance with Measure A. During the transition period, Local Jurisdiction shall coordinate with the County to align all Measure A-funded social services positions with the requirements set forth in this Section to the maximum extent feasible.

VIII. INVOICING AND PAYMENT

- A. The Local Jurisdiction must invoice the County only for the tasks, deliverables, goods, services, and other work specified in Exhibit A, Project Description and Budget, and elsewhere hereunder. The Local Jurisdiction's payments will be as provided in Exhibit A, and the Local Jurisdiction will be paid only for the tasks,

deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment for any services will be due to the Local Jurisdiction, including for work rendered.

- B. The Local Jurisdiction's invoices must contain the information set forth in Exhibit A, Project Description and Budget, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The Local Jurisdiction must prepare invoices, which will include the charges owed to the Local Jurisdiction by the County under the terms of this Agreement and in accordance with Exhibit A.
- C. The Local Jurisdiction must submit monthly invoices to the County by the 15th calendar day of the month following the month of service. All invoices under this Agreement must be submitted to the County's Project Manager. If County does not receive the invoices timely, then at the County's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the Local Jurisdiction, for which Local Jurisdiction has no claim whatsoever against County.
- D. All invoices submitted by the Local Jurisdiction for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- E. Default Method of Payment: Direct Deposit or Electronic Funds Transfer
 - i. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under the Agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
 - ii. Local Jurisdiction shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
 - iii. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
 - iv. At any time during the duration of the Agreement, Local Jurisdiction may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting County department(s), shall decide whether to approve exemption requests.

IX ACCOUNTABILITY AND REPORTING

Local Jurisdiction shall complete financial and status reports on the dates specified as follows:

- A. Project Review and Evaluation: The County will monitor, evaluate, and provide guidance to the Local Jurisdiction in the performance of the Measure A Funds allocated to Local Jurisdiction. Reviews will focus on the extent to which the planned Measure A Funds have been implemented and measurable goals achieved, effectiveness of the Project management, and impact of the Project.

The Local Jurisdiction shall make available for inspection to authorized County and their agents, for the term of this Agreement and for a period of five (5) years from the expiration date of this Agreement, all records, including financial, pertaining to its performance under this Agreement, and allow said County personnel and agents

to inspect and monitor the Local Jurisdiction Measure A funded Project, and interview the Local Jurisdiction's staff and Project participants, as required by the County and in compliance with Measure A.

Failure of the Local Jurisdiction to comply with the requirements of this Section shall constitute a material breach of the Agreement upon which the County, through its Chief Executive Officer, or designee, may cancel, terminate this Agreement.

B. Reports and Records:

The Local Jurisdiction agrees to prepare and submit financial, Project progress, monitoring, evaluation, or other reports required by the County. The Local Jurisdiction shall maintain and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Agreement Measure A Funds during the Term of this Agreement and for a total of five (5) years thereafter. The Local Jurisdiction will ensure that its employees, agents, City Council members, officers, and board members furnish such information, which in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with the County directives, or with the effectiveness, legality, and achievements of the Local Solutions Fund.

1. Quarterly Reports: Local Jurisdiction shall submit a quarterly report using a County approved method that details the status of work performed, including project specific key performance indicators and target specific outcomes. All quarterly reports and supporting documents shall be submitted to County within 30 days after each quarter. A quarterly reporting template is attached and incorporated herein by reference as (Exhibit E).
 2. Annual Reports: Local Jurisdiction shall submit an annual report to the County by October 1st of each year detailing the use of the Funds, including: 1) the amounts of Funds received and spent in the previous fiscal year, 2) the status of any projects or work funded by the Funds, and 3) any Funds carried over from previous years and to be carried over to future years.
 3. Certification: Local Jurisdiction shall provide a certification, in a form provided by County, to be signed by its Executive Director, City Manager, or designee, with each report required under this Section IX that the statements contained in the report are, to the best of Local Jurisdiction's knowledge and understanding, true and accurate and that the expenditures described in the report comply with the uses permitted under Section III, Funding Allocation, Exhibit A, Project Description and Budget, and as authorized by the County Board.
- C. Public Availability: Local Jurisdiction shall make the annual reports and records publicly available, without charge, including by posting them on its website for at least five (5) years after they are completed, to ensure transparency and accountability in the use of public funds.
- D. Data Collection and Reporting: The Local Jurisdiction agrees to collect and report data as required by this Agreement to assess the effectiveness of funded Project, facilitate reporting, monitoring, and outcome analysis. This includes providing data on outcomes related to homelessness prevention, housing stability, mental health treatment, substance use disorder treatment, and other relevant indicators. To the extent feasible, the County will require the Local Jurisdiction to report expenditures and other key metrics in a uniform manner.
- E. Accounting: The Local Jurisdiction shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") Standards, and the County Auditor-Controller Agreement Accounting and Administration Handbook. Regardless of the Local Jurisdiction's method of accounting, expenses must be reported in accordance with this

Agreement.

- F. Submission of Reports to County Project Manager: All completed reports described in this Section shall be submitted timely to the County's Project Manager.

X. FINANCIAL RECORDS AND AUDITING

A. Audits:

1. County shall monitor the progress of the Measure A funded Project through this Agreement and ensure Local Jurisdiction's compliance with the terms and objectives outlined herein. The Local Jurisdiction shall make available for inspection and audit to authorized County personnel and their agents, for the term of this Agreement and a period of five (5) years from the expiration date of this Agreement, and allow said County personnel and agents to inspect and audit all of its books and records relating to each Project operation or business activity which is Measure A funded in whole, or in part, in compliance with Measure A and this Agreement. Failure of the Local Jurisdiction to comply with the requirements of this Section shall constitute a material breach of this Agreement upon which County may cancel or terminate this Agreement. Within ten (10) days of the County's written request, Local Jurisdiction shall allow the County access to financial and program records during regular business hours at any place Local Jurisdiction keeps those records.
2. Local Jurisdiction agrees to maintain accurate and complete financial accounts, documents, and records relating to this Agreement in accordance with general accepted accounting principles. Local Jurisdiction must maintain accurate and complete employment and other records relating to its performance of this Agreement. Local Jurisdiction shall make financial records available to the County for auditing at reasonable times. Local Jurisdiction agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Local Jurisdiction and will be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.
3. Local Jurisdiction, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures. The Local Jurisdiction agrees that in the event that the Measure A funded Project established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.
4. It is understood and agreed that any funds paid to Local Jurisdiction hereunder may only be used for the purposes specified in this Agreement and in accordance with Measure A. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to Local Jurisdiction hereunder have been used for purposes other than those authorized by this Agreement, Local Jurisdiction is required to immediately

refund any such improperly used funds to the County.

- B. **Redirecting Funds for Unexpended Funds:** Effective October 1, 2027, if Local Jurisdiction reports unexpended funds equaling 30 percent or more of its allocated proceeds from the Local Solutions Fund in two consecutive annual reports, County shall reallocate the excess amount exceeding the 30 percent threshold ("Excess Amount") back to the County's Local Solutions Fund.
 - i. The County shall, within 45 days of identifying the Excess Amount (or by November 15th), issue a written notice to Local Jurisdiction informing it that County will withhold from the next annual allocation the portion of funds exceeding 30 percent of that year's total allocation for reallocation to the County's Local Solutions Fund.
 - ii. For the purposes of this provision, funds appropriated for permanent affordable housing construction by Local Jurisdiction shall be excluded from the calculation of unexpended funds and shall not be considered when determining whether the 30 percent threshold has been exceeded.
- C. **Redirecting Funds for Failure to Meet Target Metrics:** The County reserves the right to evaluate progress toward the target metrics established under Measure A and/or this Agreement. For each goal for which the target metric has not been achieved as of December 31, 2030, the County reserves the right, in its sole discretion, to redirect funds to or away from Local Jurisdiction's Project.

XI. INDEMNITY AND INSURANCE

- A. **Indemnity:** Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or related to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Local Jurisdiction's indemnification obligations under this Section will be conducted by Local Jurisdiction and performed by counsel selected by Local Jurisdiction and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Local Jurisdiction fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Local Jurisdiction for all such costs and expenses incurred by County in doing so. Local Jurisdiction will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- B. **Insurance:** Local Jurisdiction shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance or self-insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the County on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured.

- i. Commercial General Liability: with limits of not less than \$1 million per occurrence.
- ii. Automobile Liability insurance: (Providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- iii. Workers' Compensation: For every Contractor providing services, a program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Local Jurisdiction and all risks to such persons under this Agreement, and including Employer's Liability coverage with a \$1 million per accident.
- iv. Crime Insurance: A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$1 million, insuring against loss of money, securities, or other property referred to hereunder which may result from:
 - 1. Dishonesty or fraudulent acts of officers, directors, or employees of Local Jurisdiction, or
 - 2. Disappearance, destruction or wrongful abstraction inside or outside the premises or Local Jurisdiction, while in the care, custody or control of Local Jurisdiction, or
 - 3. Sustained through forgery or direction to pay a certain sum in money.
- v. Property Coverage: If, under the terms of this Agreement, Local Jurisdiction shall have possession of rented or leased or be loaned any County-owned real or personal property, Local Jurisdiction shall provide:
 - 1. For real property: insurance providing special form ("all risk") coverage for the full replacement value.
 - 2. For personal property: insurance providing special form ("all risk") coverage for the actual cash value.

XII. CONFLICT OF INTEREST

- A. Local Jurisdiction covenants that neither Local Jurisdiction nor any of its agents, officers, employees, contractors, or sub-contractors who presently exercise any function of responsibility in connection with the Project has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.
- B. Local Jurisdiction, its agents, officers, employees, contractors, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest now in effect or hereafter to be enacted during the term of this Agreement.

XIII. AUTHORITY

Local Jurisdiction warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Local Jurisdiction's governing body, and directing and designating the authorized representative(s) of Local Jurisdiction to act in connection with the Project specified and to provide such additional information as may be required by the County.

XIV. STANDARD TERMS AND CONDITIONS

A. Amendments and Change Notices:

- a. For any change which affects the scope of work, term, budget, payments, or any term or condition included under this Agreement, an amendment to the Agreement will be prepared by the County and shall be executed by the Local Jurisdiction and an authorized designee of the County, and approved as to form by County Counsel.
- b. The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Agreement will be prepared by the County and shall be executed by the Local Jurisdiction and by an authorized designee of the County.
- c. For any change which does not materially affect the scope of work, term, budget, payments, or any term or condition included under this Agreement, a Change Notice will be prepared and signed by the County's Project Manager or designee and Local Jurisdiction's Project Manager.

B. Independent Contractor: This Agreement is by and between the County and Local Jurisdiction and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Local Jurisdiction. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Local Jurisdiction shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of Local Jurisdiction.

C. Assignments and Subcontracts:

- a. Local Jurisdiction shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, the County's consent requires a written amendment to this Agreement that is formally approved and executed by Local Jurisdiction and the County.
- b. Any assumption, assignment, delegation, or takeover of any of Local Jurisdiction's duties, responsibilities, obligations, or performance of same by any entity other than Local Jurisdiction, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement.
- c. Local Jurisdiction shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- d. Any contractor or subcontractor of Local Jurisdiction are bound by the same obligations of this Agreement and shall comply with all Measure A requirements such as, but not limited to, Measure A allowable uses, purposes, Goals and Metrics (Exhibit B), Regional Plan (Exhibit C), and Best Practices (Exhibit D). Failure to comply may result in enforcement actions, including but not limited to withholding of funds, or termination of this Agreement per Section XIV.J. Termination.
- D. Fair Labor: Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by Local Jurisdiction's employees for which the County may be found jointly or solely liable.
- E. Religious and Political Activities: Local Jurisdiction agrees that Measure A Funds under this Agreement will be used exclusively for the performance of the work required under this Agreement, and that no Measure A funds made available under this Agreement shall be used to promote religious or political activities. Further, Local Jurisdiction agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.
- F. Nondiscrimination: Local Jurisdiction shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in providing any services under this Agreement.
- G. County Lobbyists: Local Jurisdiction and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Local Jurisdiction, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Local Jurisdiction or any County lobbyist or County lobbying firm retained by Local Jurisdiction to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.
- H. Confidentiality: Local Jurisdiction must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- I. Public Records Act: Any documents submitted by Local Jurisdiction to the County become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, and/or records, the Local Jurisdiction agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.
- J. Termination:
 - 1. Termination for Convenience: This Agreement may be terminated, in whole or in part, by either party for the convenience of that party. Termination of work hereunder shall be effected by notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.
 - 2. Termination for Default: The County may terminate this Agreement immediately by written notice to Local Jurisdiction upon Local Jurisdiction's failure to comply with the provisions of this Agreement. It is also understood and agreed that should the County determine that Local Jurisdiction's

failure to perform relates to only part of the Project, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement.

3. Termination for Improper Consideration:

- a. The County may, by written notice to Local Jurisdiction, immediately terminate the right of Local Jurisdiction to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Local Jurisdiction, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to Local Jurisdiction's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue those same remedies against Local Jurisdiction as it could pursue in the event of default by Local Jurisdiction.
- b. Local Jurisdiction shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to a County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- c. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

4. In the event of termination, Local Jurisdiction will provide a detailed report of expenditures and funds that had not been expended, contracted, or encumbered by Local Jurisdiction for use in carrying out the purposes of the Agreement prior to Local Jurisdiction's receipt of County's notification of termination. Local Jurisdiction shall reimburse County within thirty (30) days of the termination, the full monetary value of all funds already disbursed under this Agreement that had not been expended, contracted, or encumbered by Local Jurisdiction.

XV. NOTICES, REPORTS, INVOICES, AND APPROVALS

- A. All notices, reports, invoices, and approvals shall be directed to and made by the following representatives of the parties:

To the County Representative:

Name: Marco Santana, County Project Manager
Email: MSantana@ceo.lacounty.gov
And copy
hiadmin@ceo.lacounty.gov

To Local Jurisdiction Representative:

Name: Andrew Kim, Senior Management Analyst
Email: akim@montebelloca.gov

- B. Local Jurisdiction shall notify the County in writing within five (5) business days of any change in the names or email address above.

XVI. SEVERABILITY.

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

XVII. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS.

The Local Jurisdiction represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. The Local Jurisdiction further agrees to defend, hold harmless, and indemnify the County Indemnitees from any and all liability arising from or related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

XVIII. GOVERNING LAWS, JURISDICTION AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Local Jurisdiction and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

XIX. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES.

The Local Jurisdiction, and its contractors/subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Local Jurisdiction's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

XX. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING.

Pursuant to Government Code Section 84308, the Local Jurisdiction and its contractors/subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of this Agreement as determined in the sole discretion of the County.

XXI. RIGHTS AND REMEDIES NOT EXCLUSIVE.

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

XXII. EXECUTION OF AGREEMENT AND AMENDMENTS.

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

IN WITNESS WHEREOF, Local Jurisdiction has executed this Agreement #HI-25-009 or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated the authority to execute this Agreement on its behalf by the Chief Executive Officer, or her designee, on the date and year written below.

COUNTY OF LOS ANGELES

By _____
FESIA A. DAVENPORT Date
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

CITY OF MONTEBELLO

By _____

Print Name _____

Title _____

EXHIBITS AND ATTACHMENTS

EXHIBITS

- A. PROJECT DESCRIPTION AND BUDGET**
- B. RECOMMENDATIONS FOR MEASURE A GOALS**
- C. MEASURE A REGIONAL PLAN**
- D. BEST PRACTICES**
- E. QUARTERLY REPORTING TEMPLATE**

PROJECT DESCRIPTION AND BUDGET
City of Montebello
HI-25-009

I. Overview

This Agreement between the County of Los Angeles ("County") and Montebello ("City") allocates funds from the County's Local Solutions Fund ("LSF"), which are authorized under Measure A to support local homelessness solutions, including prevention efforts, services, and affordable housing. The funds will support the City's project as outlined herein.

II. Project Description

This project falls under the eligible uses of LSF, specifically, Eligible Use, Group 1, as outlined in the County's Measure A Local Solutions Fund Eligible Uses, Section 1.2. Activities under Eligible Use, Group 1 must directly contribute to achieving Measure A Goal 1 (reducing unsheltered homelessness) or Goal 3 (increasing permanent housing placements) and may include the following: homeless prevention; permanent housing for PEH; interim housing for PEH; expedited placements in permanent housing for PEH; employment services for PEH; or enhanced services for Transition-Age Youth and children experiencing or at-risk of homelessness.

1A: Eligible Use	Interim Housing (IH) for PEH
Project	Operations - Non-Congregate Shelter Site
Project Description	The funds support the continued operation of the City's Operation Stay Safe, a transitional tiny home village located in the City ("Project"). The site has 30 tiny home units which will house individuals experiencing homelessness in the City. The site provides bridge housing, a temporary placement, while connecting clients to permanent housing. These funds will cover a portion of the daily bed rate which includes costs of staffing, program supplies such as food and transportation, and maintenance. The Project specifically targets adult individuals experiencing homelessness in the City.
Project Specific Key Performance Indicators (PS-KPI) and Target Outcomes (PS-TO)	PS-KPI: Number of PEH placed in interim housing during each annual funding period. • PS-TO: 40 unique PEH
	PS-KPI: Number of PEH transitioned to a permanent housing placement during each annual funding period. • PS-TO: 11 unique PEH
Measure A Goals and Target Metric	Alignment with Measure A Goal #1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness.
	Target Metric 1c: Increase by 32 percent the rate of people moving into interim housing from unsheltered settings from a baseline of 34 percent in fiscal year 2023-24 to a target of 45 percent in 2030.

III. Project Budget**Total Agreement Sum: \$617,727**

The budget listed below represents the maximum Measure A funding that Local Jurisdiction may receive for the applicable fiscal year, subject to the County Board of Supervisors' ("Board") annual approval. Any increase in funding for a given fiscal year is at the sole discretion of the County and must be implemented through a written amendment to this Agreement. All allocations approved by the County Board are made available through the term of the agreement.

- Year One (July 1, 2025 – June 30, 2026): Total Agreement Sum shall not exceed \$617,727

BUDGET		
1A	Shelter Operations (funding for a portion of 30 beds x 365 days)	\$617,727
TOTAL AMOUNT		\$617,727

Recommendations for Measure A Goals

TO: Los Angeles County Executive Committee for Regional Homeless Alignment
FROM: Los Angeles County Leadership Table for Regional Homeless Alignment, with support from the National Alliance to End Homelessness and Community Solutions
DATE: March 14, 2025
RE: **Final Recommendations for Measure A Goals and Target Metrics As Amended**

Executive Summary

This memo provides recommendations developed by the subcommittees of the Leadership Table for Regional Homeless Alignment (LTRHA) and approved as amended by the LTRHA and Executive Committee on Regional Homeless Alignment (ECRHA) on goals, baselines, and target metrics to guide the regional homeless response, following the mandate of Measure A. This marks the final phase of a three-part process to develop draft metrics for each goal and align around key definitions of homelessness terminology, establish data points to use as the baseline from which to measure progress, and finally, to establish target metrics for the end of 2030 with annual milestones. While the creation of goals was mandated by Measure A, these goals and metrics are not restricted to Measure A-funded efforts and are meant to measure collective efforts of the Los Angeles region, including those funded outside of Measure A.

These subcommittee recommendations, with their attendant recommendations for policy changes and system adjustments, represent a roadmap to reach the goals and corresponding target metrics. Highlights of these target metrics include:

- Reducing by 30% the number of unsheltered people experiencing homelessness, from a baseline of 52,365 in the 2024 Point-in-Time Count to 36,656 people experiencing unsheltered homelessness by the end of 2030.
- Increasing by 57% the number of people placed into permanent housing, from a baseline of 19,127 in FY 23-24 to 30,000 people by the end of 2030.
- Decreasing the inflow of newly-homeless individuals by 20%, from a baseline of 66,302 in FY 23-24 to 50,501 by the end of 2030.

These target metrics, along with the other targets recommended in this report, will require unprecedented alignment between regional partners across Los Angeles County, system

changes that shift how existing homeless programs operate, and reforms and innovations within how Los Angeles addresses the development of affordable housing. In addition, the region must engage in strategic and unified advocacy to state and federal partners to achieve these goals. While there are a number of challenges ahead, the targets in this report and the conditions identified by subcommittees represent a user manual to achieving these goals and making major progress towards ending homelessness in Los Angeles.

Introduction

This memo provides provides a set of recommendations for the numeric target metrics that correspond to the five high-level goals within the Los Angeles County Affordable Housing, Homeless Solutions, and Prevention Now Transactions and Use Tax Ordinance (Measure A), including target metrics to measure progress by the end of 2030 with annual milestones.¹ This work is in alignment with the goals and processes established in the text of Measure A,² which was approved by Los Angeles County voters in November 2024.

In addition, this memo lays out the key conditions for success and assumptions that subcommittees are factoring in as necessary to reach the proposed targets. The draft goals and target metrics presented by the subcommittees are ambitious, and these conditions for success and assumptions are major components of ensuring goals are met and may in some cases necessitate changes to existing systems and policies. The creation of goals was mandated by Measure A, but these goals and metrics are not restricted to Measure A-funded efforts and are meant to guide and measure the collective efforts of all homeless programs and funding in the Los Angeles region, whether those efforts are funded by Measure A or another funding source.

Within each goal section, a rationale is provided to how each LTRHA subcommittee arrived at the respective recommendations for target metrics within their goal areas. Furthermore, this memo provides a timeline for finalizing the goals in advance of the April 1, 2025 deadline established by the text of Measure A. Finally, this memo recommends equity subgoals that correspond with each of the five high-level Measure A goals.

¹ The metrics developed here seek to align with the more common fiscal year budgeting and reporting utilized by jurisdictions across the region, running from July 1 through June 30, while the text of Measure A requires evaluation of progress through December 31, 2030. To reconcile this, the subcommittees adjusted metrics annual milestones to reflect fiscal years, starting with FY 25-26 representing Year 1, running through FY 29-30, with an additional six month period of evaluation running from July 1, 2030 to December 2030, in alignment with Measure A. This results in a 5.5 year timeline, with the final year of data being evaluated spanning two fiscal years, with data from the final six months of FY 29-30 and the first six months of FY 30-31, running from January 1, 2030 until December 31, 2030..

² The text of Measure A directs that "The Executive Committee shall evaluate progress toward goals and no later than April 1, 2025, the Executive Committee and Housing Agency shall each formulate baseline and target metrics based on input and recommendations from the Leadership Table; relevant county staff; and stakeholders, including service providers contracted to provide services like those to be funded by the tax imposed by the Ordinance, affordable housing developers, and renter protection organizations."

Current Point in Process

In order to establish goals, the subcommittees have engaged in a three-phase process over the last several months. These three distinct phases are:

- **Phase 1 (Summer and Fall 2024):** The subcommittees met and established shared definitions of key terms, decided on data sources, created recommended structures of baseline data point(s) for each goal, and crafted placeholder metric(s). This phase concluded with the presentation of recommended metrics (without target numbers) and definitions in October 2024.³
- **Phase 2 (November 2024-January 2025):** The data subcommittee⁴ developed the structure of the annual report, tested data sources, and established baseline data points to serve as the basis for developing target metrics. This phase concluded with the presentation of a baseline data report in January 2025.⁵
- **Phase 3 (January 2025-April 2025):** This phase, currently underway, entails the subcommittees working to establish target numbers within each metric to measure progress on each of the 2030 goals, with accompanying annual milestones. The subcommittees brought forward preliminary recommendations to the ECRHA in mid-February, final recommendations to the LTRHA in early March, with complete recommendations provided in this report.

Phase 1: Subcommittee Formation and Metric Development

In 2024, subcommittees of the LTRHA⁶ were formed, bringing together LTRHA members and additional subject matter experts to begin the process of creating numerical targets for each of the five Measure A goals. Three subcommittees were created: 1) the homelessness response subcommittee, 2) the homelessness prevention subcommittee, and 3) the affordable and supportive housing subcommittee.

The Measure A goals, and their corresponding subcommittees developing metrics and targets for those goals. They are:

1. **Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness**
(Corresponding Subcommittee: Homelessness Response)

³ A midpoint progress report, which details the results of Phase 1, can be found here: <https://file.lacounty.gov/SDSInter/bos/supdocs/196813.pdf>.

⁴ In October 2024, a memo from the County Chief Executive Officer (CEO) to the Executive Steering Committee for Data and IT Governance (ESC) memorialized the creation of a Data Subcommittee, establish its members, and charge it with providing needed baseline and supporting data to the LTRHA for Measure A Goals 1-4.

⁵ The baseline data report can be found here: <https://file.lacounty.gov/SDSInter/bos/supdocs/199257.pdf>.

⁶ Subcommittees and their rosters can be found in Appendix A.

2. **Reduce the number of people with mental illness and/or substance use disorders who experience homelessness**
(Corresponding Subcommittee: Homelessness Response)
3. **Increase the number of people permanently leaving homelessness**
(Corresponding Subcommittee: Homelessness Response)
4. **Prevent people from falling into homelessness**
(Corresponding Subcommittee: Homelessness Prevention)
5. **Increase the number of affordable housing units in Los Angeles County**
(Corresponding Subcommittee: Affordable and Supportive Housing)

The first task of the subcommittees was to establish shared definitions of key terms, such as “mental illness” or “homeless prevention,” an essential step to ward off lengthy derailments later in the goal-setting process. The subcommittees also established which data sources would be utilized to measure progress, in recognition that an array of data sources inform a fulsome picture of homelessness, but each of these data sources can tell a slightly different story. Finally, the subcommittee defined at least one target metric for each of the goals, which added specificity for how progress could be measured on each of the goals.

Phase 2: Baseline Data

Following the establishment of defined metrics, the CEO and the Executive Steering Committee for Homelessness Information Technology and Data Governance established a data subcommittee, formalized its membership, and tasked it to support the LTRHA. The data subcommittee began work to ensure that the metrics established by the subcommittees could be feasibly reported on a regular basis. The data subcommittee recommended slight refinements to the measures, based on available data. In addition, the data subcommittee produced baseline numbers to serve as a Year 1 figure against which to measure future year progress. This work was presented to the ECRHA and the LTRHA in late January 2025.

The work of the data subcommittee was centered around Goals 1-4, which required expertise and experience working with administrative data from within the homeless system. Goal 5, however, required a range of other data from the larger housing sector. As such, the affordable and supportive housing subcommittee partnered with the USC Lusk Center for Real Estate to develop its baseline measures.⁷

Phase 3: Goal Setting Process

Armed with shared definitions of key terms, agreements on data sources, defined metrics, and baseline data, the subcommittees embarked on setting defined target metrics for each of the

⁷ The USC Lusk Center’s baseline data presentation from January 31, 2025 meeting of the LTRHA can be found here: <https://file.lacounty.gov/SDSInter/bos/supdocs/199858.pdf>

goals. A report to the ECRHA in February⁸ provided preliminary target metrics within each of the five Measure A goals, along with the rationale for their targets, and the conditions that must be met in order for the targets to be reached and the goals to be achieved. With feedback from the ECRHA and recognition of a changing funding landscape on both the state and federal levels, the Leadership Table made adjustments to several goals. These were discussed and approved as amended by the full Leadership Table on March 6th. The goals were then approved and amended by ECRHA on March 14th.

With this report, the ECRHA approves as amended the LTRHA's final recommendations to the ECRHA. These amended goals are recommended by ECRHA for adoption by the Los Angeles County Board of Supervisors in advance of Measure A's April 1 deadline.

Equity

This section of the report summarizes a more extensive report on the recommendations of the equity subcommittee, which is provided as a supplemental memo.

Context

The equity subcommittee of the LTRHA, co-chaired by representatives from the Los Angeles County Chief Executive Office Anti-Racism, Diversity and Inclusion (ARDI) Initiative and the Los Angeles Homeless Services Authority (LAHSA), was tasked with recommending an equity framework and drafting a set of equity metrics to be included in the Measure A Goals the Responsive Regional Homelessness Plan (RHP). In the sections below, the Equity Subcommittee defines equity, highlights the racial and ethnic disparities contributing to homelessness in the County, outlines the equity subcommittee's data findings and equity priorities, and lays out next steps.

Definitions, Values, and Conditions for Success

In order to set metrics, the equity Subcommittee determined how to define equity, and the values and conditions for success necessary to achieve the equity metrics. The subcommittee defined equity as both a process and practice that ensures that one's outcomes in various domains, including health, housing, education, and economic outcomes, are not determined by social and/or physical characteristics. The equity subcommittee proposes adopting equity principles that emphasize fairness and justice, ensuring that all strategies and interventions are

⁸ The February report to ECRHA providing preliminary recommendations can be found here: <https://file.lacounty.gov/SDSInter/bos/supdocs/200392.pdf>

designed to address the unique needs of those most affected by systemic inequities. These principles prioritize the participation of communities with lived experience in shaping policies, advocate for culturally responsive practices, and commit to dismantling structural barriers through accountable, inclusive, and sustainable approaches to homelessness.

The Equity Subcommittee identified the following overarching conditions for success:

- To reduce homelessness and its disproportionate impact, it is necessary to engage multiple systems beyond Measure A, addressing the root causes and the systemic barriers contributing to housing instability. Holistic prevention is essential to reducing homelessness and reducing disparities
- Improved data collection practices, standardized reporting structures, and incorporating a mixed methods approach to data collection are vital.
- Stakeholders must be fully and authentically engaged, including lived experts and smaller agencies.
- LA County's homeless response system must be balanced and efficient at helping people exit permanent housing fast; inefficiency and imbalance impacts marginalized groups more than others.
- Providers and direct service staff are essential to addressing and reducing homelessness: a well-resourced and well-supported workforce in homeless services is crucial for long-term success. New measures and metrics should be restorative and not punitive to protect.

Data Analysis

Caveats and Considerations: The LTRHA equity subcommittee received disaggregated baseline data for Measure A goals from the data subcommittee of ECRHA on February 21, broken down by race/ethnicity, gender, age, and veteran status. Data showed discrete characteristics (i.e., total population served by race or gender, but not by race and gender); given the short timeframe, the equity subcommittee started with an analysis of race/ethnicity data. The Equity Subcommittee found that Measure A baseline data combines families, transition aged youth, and single adults, which means that raw numbers and percentages count family members as individuals within the dataset. When data are further disaggregated by other demographic variables, and divided by families, single adults, and transition aged youth, there will be a better understanding of population-specific baselines and needs and will enable the LTHRA to set population-specific metrics. Additional analysis and metric refinement will be necessary once we further collect and disaggregate data.

Data Analysis: The equity subcommittee reviewed and analyzed data from two main sources: (1) LAHSA point-in-time count (PIT Count) data and (2) administrative data pulled from County databases. The PIT count data were pulled from the LAHSA website and the administrative

data were provided by the data subcommittee in February 2024. The administrative data included several data tables with racially disaggregated baseline data on participants accessing the homeless services system over five-years (more detail is provided later in this report on the sources of administrative data).

Findings: After reviewing and analyzing these data, the equity subcommittee concluded the following:

- Although Black people are served at rates roughly proportional or higher rates (36% of all service participants in FY 23-24) signifying that the homeless system is serving Black people comparable to their proportion of the homeless count (33%); yet the PIT continues to show roughly the same overrepresentation of Black people experiencing homelessness.
- While Black people make up the largest share of people who exit to permanent housing (42%), they remain housed (i.e., retained) at lower rates (77%) than the overall population in the system (79%) and other racial/ethnic groups, such as Asian (84%) and Hispanic (82%) people who have exited to permanent housing. Like other groups, just 20% of Black people who accessed services exited to permanent housing in FY 23-24, which may relate to the rise of homelessness and continued overrepresentation of Black people in the PIT Count.
- Latinx people are the fastest growing in the PIT population (23,005 in 2020 to 30,948 (43%) in 2024), still below their overall percentage of LA population (48%), and are mostly part of the newly homeless services group (58%)
- Latinx are overall accessing services at lower rates (36%) than their proportion of the homeless population (43%)
- Unsheltered Latinx people are accessing interim housing or permanent housing at a lower rate than their proportion of the homeless population (37% 1b unsheltered to interim housing, 36% 1c to permanent housing) and had among the lowest percentage throughput from unsheltered to permanent housing (only 8%).
- AIAN people are growing in the homeless count (686 in 2020 to 2369 in 2024), though definition has also changed to be more accurate/ inclusive; their share of the homeless population (3%) is roughly proportional to their population in LA County (3%)
- AIAN people are underrepresented in accessing services (2% of accessing services vs. 3% of population), though unsheltered AIAN people are accessing interim housing (2.25%) and permanent housing (2.27%) at slightly lower rates than their proportion of the homeless count (3%).
- Only 73% of AIAN people who enter permanent housing remain in housing within the 2-year period, the lowest percentage amongst groups.

Based on the definitions and values agreed upon, the subcommittee proposed a targeted universalism approach, which asserts that groups experiencing homelessness may require

different strategies to improve overall outcomes and to meet universal goals. To put this framework into practice, the LTRHA equity subcommittee asked, “how do we ensure that all groups meet the universal goals and metrics (set by Measure A and other subcommittees)? How far are different groups from meeting the universal goals and metrics?” The analysis found that the greatest disparities are experienced by particular groups. To meet our universal goals, Measure A implementation must remove or reduce disparities across three areas: population increase (rate of growth), representation in homelessness (rate of homelessness), and differences in access and outcomes in services. These disparities are compounding factors on inequities, meaning when one group experiences higher rate of growth, overrepresentation, and poorer outcomes in the homeless service system, impact is amplified driving an increase in overall homelessness numbers. Thus, looking at all three dimensions to understand disparities and conditions for success for each group is critical.

Equity Subgoals

Given the findings above, in order achieve the universal goals *and* a more equitable system, the Equity Subcommittee has applied the following equity criteria:

- **Equity Criteria A:** Reduce overrepresentation in the homelessness population by 10% by 2030;
- **Equity Criteria B:** Reduce growth in homelessness for critical populations by 2030; and;
- **Equity Criteria C:** Reduce disparities in access, experience, and outcomes by 2030.

With further analysis of the baseline data disaggregated by race/ ethnicity, it became clear that each goal and population has unique differences. However, the equity subcommittee focused on identifying the greatest disparities, and saw that those differences were concentrated for certain groups more than others. It was clear that to meet our universal goals, the subcommittee would need to focus efforts on removing disparities across the three above criteria. Using the equity criteria, the equity subcommittee set equity subgoals recommended for each metric identified by the other LTHRA subcommittees. The equity subcommittee recommended the equity subgoals as additional benchmarks to ensure that impacted groups at the very least meet the universal metrics, and that overall disparities are reduced.

The equity metrics included in the table below, reflects an effort to address the specific disparities identified amongst populations within the goal, contextualize data where disproportionality was identified, mitigate the rapid rate of growth, and set metrics to reduce the disparities. If the homeless services system does not meet the goals for these critical populations, it is less likely to meet the universal goals. The equity subgoals ensure that impacted groups at the very least meet the universal metrics and make progress toward the overall equity criteria.

For Goal 5, the equity subcommittee is offering strategies to be refined into metrics as the work continues to identify baseline equity data for goal 5 and collaborate with LACAHSa. The LTRHA recommends that equity and the above strategies for goal 5 are considered by LACAHSa in setting their targets and allocating resources.

Next Steps

The Leadership Table recommends the adoption of the proposed equity metrics and targets, represented in the chart below, which will be followed by additional efforts to develop a robust data collection, reporting and analysis infrastructure to track progress. This will involve standardizing demographic data workflows and integrating equity analyses into program evaluations. The subcommittee also recommends the LTRHA and the ECRHA establish a research agenda to address remaining gaps in understanding and responding to the unique needs of disproportionately represented groups. The equity-focused metrics and strategies outlined will guide future efforts to reduce homelessness while addressing the systemic inequities contributing to the problem. Through targeted universalism, a commitment to cultural humility, and sustained investments in community-driven solutions, we can work toward a more equitable and effective homelessness system in Los Angeles County.

Structure and Conditions for Goal Setting

While the subcommittees are each addressing different parts of the response to homelessness, they are all setting goals under a consistent directive to create ambitious goals; this direction is encouraged even if it necessitates significant changes to the homeless system to reach the target metrics within the goals. A December 11 letter from ECRHA Chair Kathryn Barger to the LTRHA articulates this task and encourages the LTRHA “to be bold and propose ambitious goals that aim towards significant system improvements for demonstrable progress for those who are homeless in Los Angeles County.”

This letter also directs subcommittees to report on the rationale for their goals. As such, each goal contains an explanation for how and why the subcommittee arrived at the draft numerical target. Additionally, for each goal, the subcommittee details the conditions and assumptions for success. Without large increases in funding resources, ambitious goals require changes to existing homeless systems in order to be achieved. In some cases, these conditions and assumptions may necessitate advocacy to external partners at the state and federal levels.

Unified Federal and State Advocacy Strategy

Among the conditions and assumptions for success, a unified advocacy strategy is a critical component of reaching these goals to ensure state and federal resources are secured for the region. These funding streams are in a moment of unprecedented uncertainty. State resources for homelessness are a major component of the local homeless response, but these funds largely consist of one-time funding over the last several years. With California facing likely deficits in future years, these funds are far from secure.

Meanwhile at the federal level, the new Administration and Congress have promised to pursue major spending cuts, as well as policy changes that are likely to function as funding cuts for Los Angeles. In late January, the Administration pursued an unprecedented “pause” across a broad range of federal funding, including homelessness funding. While funding was restored, the possibility of future “pauses” must be considered. Maintaining the status quo of state and federal funding will require major coordinated and continuous advocacy between all the entities in the region and should be considered one of the main conditions of reaching the goals set forth in this report.

January Wildfires

The challenges Los Angeles faces will be magnified by the wildfires that devastated Los Angeles County in January and destroyed at least 12,000 structures. Comparable disasters, such as the Maui wildfires in August 2023, led to an 87% increase in homelessness in the subsequent point-in-time count. The wildfires can create a number of pressures that contribute to rising homelessness: 1) More households that have lost their homes and in the immediate aftermath, seek the assistance of the homeless services system; 2) An influx of households seeking short-term accommodations in the rental market, placing downward pressure on an already-constrained housing market,⁹ and 3) Pressure to utilize scarce public funds for homelessness to support higher-income households that have tragically lost their homes but may not otherwise face the risk of homelessness.

⁹ Hennighausen, H. & James, A. (2024). “Catastrophic fires, human displacement, and real estate prices in California.” *Journal of Housing Economics*, 66: December 2024.

Measure A Goals and Recommended Targets

The table on the following page summarizes the metrics and targets developed by the subcommittees for each of the goals—this table is then followed by an additional table which outlines the proposed equity metrics that align with the Measure A goals.

It is important to note that at the LTRHA meeting in early March the membership voted to amend each goal statement to deepen the region’s collective commitment to equity. To do this, the LTRHA recommends that each goal as stated include, “*with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities*”. This proposal is outlined for each goal in the chart below.

Measure A Goal	2030 Metrics with Numerical Targets
Goal 1: Measure A text: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness Proposed Goal Statement Adjustment: <i>Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i>	• Metric 1a. Decrease by 30% the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030. • Metric 1b. Increase by 80% the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030. • Metric 1c. Increase by 32% the rate of people moving into interim housing from unsheltered settings from a baseline of 34% in FY 23-24 to a target of 45% in 2030.
Goal 2: Measure A: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness Proposed Goal Statement Adjustment: <i>Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial</i>	• Metric 2a: Reduce by 15% the number of people with SMI alone experiencing homelessness from a baseline of 14,056 in FY 23-24 to a target of 11,978 in 2030. • Metric 2b: Reduce by 10% the number of people with SUD alone experiencing homelessness from a baseline of 8,697 in FY 23-24 to a target of 7,827 in 2030.

<i>disproportionality, disparities and inequities.</i>	● Metric 2c: Reduce by 10% the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in FY 23-24 to a target of 18,401 in 2030.
Goal 3: Measure A: Increase the number of people permanently leaving homelessness Proposed Goal Statement Adjustment: <i>Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i>	● Metric 3a: Increase by 57% the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 23-24 to a target of 30,000 in 2030. ● Metric 3b: Increase by 101% the number of service participants who retain permanent housing, two years after they exit homelessness from a baseline of 10,501 in FY 23-24 to a target of 21,104 in 2030.
Goal 4: Measure A: Prevent people from falling into homelessness Proposed Goal Statement Adjustment: <i>Prevent people from falling into homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i>	● Metric 4a: Reduce the number of people who become newly-homeless by 20% from a baseline of 63,202 in FY 23-24 to a target of 50,561 in 2030
Goal 5: Measure A: Increase the number of affordable housing units in Los Angeles County Proposed Goal Statement Adjustment: <i>Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i>	● Metric 5a: Increase by 41%-53% the current level of affordable housing production, from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 units in 2030. ● Metric 5b: Increase by the current level of affordable housing units being preserved, to a total of 420 at-risk units preserved annually.

The table below summarizes equity metrics for each of the goals and submetrics:

Measure A Goal and Subcommittee Metrics	Corresponding Equity Metrics
Goal 1: Measure A text: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness Proposed Goal Statement Adjustment: <i>Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i> • Metric 1a. Decrease by 30% the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in 2030. • Metric 1b. Increase by 80% the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030. • Metric 1c. Increase by 32% the rate of people moving into interim housing from unsheltered settings from a baseline of 34% in FY 23-24 to a target of 45% in 2030.	• Equity Metric 1a. Decrease the rate of growth of Latinx people experiencing unsheltered homelessness from a baseline of 30% by 10 percentage points to 20% in the service data (and reduce rate of growth in Latinx unsheltered point-in-time (32%) also by 10 percentage points). • Equity Metric 1a. Decrease unsheltered point-in-time by 10 percentage points for Black, Latinx, and AIAN people. • Equity Metric 1b. Reduce disparities in access to permanent housing for Black, Latinx, and AIAN people experiencing unsheltered homelessness by 10 percentage points from baselines 11% (Black), 8% (Latinx), 11% (AIAN). • Equity Metric 1c. Reduce disparities in access to interim housing for AIAN people from unsheltered settings by 10 percentage points from baseline of 42% to 52% and for Latinx people from baseline 34% to 44%.
Goal 2: Measure A: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness Proposed Goal Statement Adjustment: <i>Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i> • Metric 2a: Reduce by 15% the number of people with SMI alone experiencing homelessness from a baseline of 14,056 in FY	• Equity Metric 2a: To reduce disparities, decrease the rate of SMI or SUD (49%), SUD (8%), and co-occurring disorders (26%) by 20% for the American Indian/ Alaska Natives. • Equity Metric 2b: Reduce rate of growth of Latinx people with SUD or SMI (54%) by 10 percentage points, and percentage of Latinx people with co-occurring disorders (17%). • Equity Metric 2c: To reduce inequities, decrease the rate of co-occurring disorders by 5 percentage points from

23-24 to a target of 11,978 in 2030. • Metric 2b: Reduce by 10% the number of people with SUD alone experiencing homelessness from a baseline of 8,697 in FY 23-24 to a target of 7,827 in 2030. • Metric 2c: Reduce by 10% the number of people with co-occurring SMI and SUD experiencing homelessness from a baseline of 20,446 in FY 23-24 to a target of 18,401 in 2030.	baseline of 18% to 13% for Black people. • Equity Metric (applies across a, b, and c): Reduce the share of people who experience homelessness and report having these conditions within the point in time demographic surveys for Black, Latinx and AIAN people.
Goal 3: Measure A: Increase the number of people permanently leaving homelessness Proposed Goal Statement Adjustment: <i>Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i> • Metric 3a: Increase by 57% the number of service participants who exit homelessness to permanent housing from a baseline of 19,127 in FY 23-24 to a target of 30,000 in 2030. • Metric 3b: Increase by 101% the number of service participants who retain permanent housing, two years after they exit homelessness from a baseline of 10,501 in FY 23-24 to a target of 21,104 in 2030.	• Equity Metric 3a: Reduce rate of growth of Latinx people experiencing homelessness by increasing permanent housing exits by at least 57%. • Equity Metric 3a: Reduce disproportionality of Black and AIAN people experiencing homelessness by increasing permanent housing exits by 65% for each group. • Equity Metric 3a: Reduce disparities in outcomes by increasing the percentage of Black and AIAN people who are permanently housed and do not return to homelessness by 10 percentage points, from 73% for AIAN and 77% for Black or African American. • Equity Metric 3b: Reduce disparities in outcomes by increasing by 91% the number of service participants who retain permanent housing, 5- and 10- years after they exit homelessness for Black or African American, Hispanic or Latino, and American Indian Alaska Native by 2030.
Goal 4: Measure A: Prevent people from falling into homelessness Proposed Goal Statement Adjustment: <i>Prevent people from falling into homelessness</i>	• Equity Metric 4a: Decrease disproportionality of newly-homeless Black or African American individuals by 30% from a baseline of 35% by 2030. • Equity Metric 4a: Decrease the disparity in the rate of growth of newly homeless

<i>with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i> ● Metric 4a: Reduce the number of people who become newly-homeless by 20% from a baseline of 63,202 in FY 23-24 to a target of 50,561 in 2030	Black (9%)and Latinx (21%) people by 7 percentage points each. ● Equity Metric 4a: Reduce the overall share of homelessness within in the point-in-time count by 20% for Black or African American, Hispanic or Latino, and American Indian Alaska Native by 2030.
Goal 5: Measure A: Increase the number of affordable housing units in Los Angeles County <i>Proposed Goal Statement Adjustment:</i> <i>Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities.</i> ● Metric 5a: Increase by 41%-53% the current level of affordable housing production, from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 units in 2030. ● Metric 5b: Increase by the current level of affordable housing units being preserved, to a total of 420 at-risk units preserved annually.	● Equity Strategies (see equity section for more information on why “strategies” are provided here: ● Increase outreach to people experiencing homelessness earning 30% or below the Area Median Income (AMI) and severely cost burdened renter households in LA County for affordable units. ● Increase retention of Black people in Permanent Supportive Housing by targeting legacy permanent supportive buildings for preservation. ● Reduce disparities in access to high opportunity neighborhoods and increasing investment into under-resourced communities through affordable housing development. ● Increase enforcement of source of income protections to reduce discrimination in the housing market. ● Increase Flexible Housing Subsidy Pool vouchers to increase access for undocumented and documented households. ● Explore small area Fair Market Rate (FMR) to increase equity in voucher amounts. ● Use master leasing strategy to reduce challenges for people with criminal background or poor credit.

	• Conduct outreach to groups with the highest rates of homelessness to access vouchers. • Reduce disparities in homeownership by using vouchers for homeownership through the Housing Choice Voucher Program.
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Goal 1: Increase the Number of People Moving from Encampments into Permanent Housing to Reduce Unsheltered Homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

As detailed in the October midpoint report, the subcommittee established the following metric:

- **Metric 1a.** Decrease by xx% the number of people experiencing unsheltered homelessness.
- **Metric 1b.** Increase by xx% the number of people moving into permanent housing from unsheltered settings.
- **Metric 1c.** Increase by xx% the rate of people moving into interim housing from unsheltered settings.

This metric is intended to be measured using a combination of point-in-time (PIT) count data, as well as administrative data from the Homeless Management Information System (HMIS), administered by the Los Angeles Homeless Services Authority (LAHSA), as well as the Comprehensive Health Accompaniment and Management Platform (CHAMP), administered by the Department of Health Services.

Baseline Data

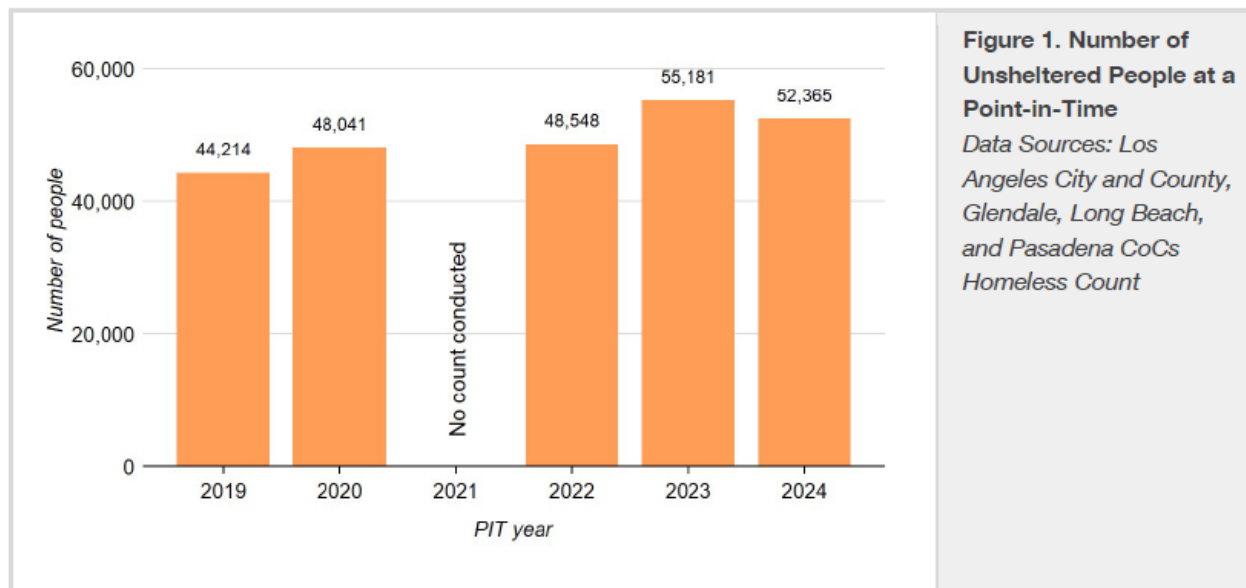
To develop goal numbers, the Data Subcommittee established three baseline numbers for this goal:

- Baseline 1a. Number of unsheltered people at a point-in-time, and count of service participants who experienced unsheltered homelessness during the 2023-2024 fiscal year: **52,365 people and 66,918 people, respectively**
- Baseline 1b. The number of unsheltered service participants who exited to permanent housing: **5,937 people**
- Baseline 1c. The number and rate of unsheltered service participants who accessed interim housing: **34% of participants**

Baseline 1a.

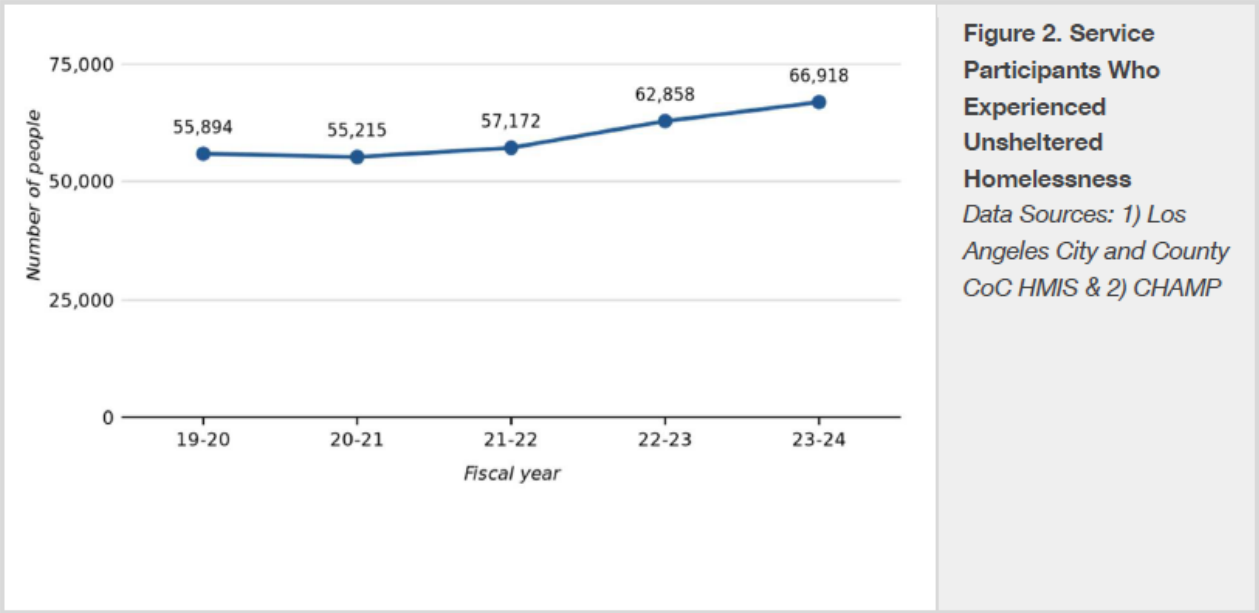
Count of Persons Who Experienced Unsheltered Homelessness During the 2023-2024 Fiscal Year

For baseline 1a., the Data Subcommittee established two separate numbers to measure unsheltered homelessness—one through the Point-in-Time (PIT) Count, which counted 52,365 people living unsheltered in Los Angeles County, according to the 2024 Greater Los Angeles Homelessness Count. This number is intended to serve as a baseline for measuring the visibility and presence of unsheltered homelessness at a single point in time. See figure 1 below¹⁰ for PIT Count figures for unsheltered homelessness.



¹⁰ Figures and charts for Goals 1-4 are drawn from the Data Subcommittee's January 24th report to the ECRHA. Figures and charts for Goal 5 are drawn from the USC Lusk Center for Real Estate's January 31st report to the LTRHA.

The data subcommittee also established a separate figure of 66,918 service participants who experienced unsheltered homelessness over the course of FY 23-24. This number does not reflect a single point in time, but rather a dynamic population changing over the course of the year. See below for Figure 2, which shows this number over the last five years; the data subcommittee found this number rose by 5% on average year-over-year. This baseline is rooted in measuring the delivery of services to people experiencing homelessness and serves as a critical connection to Metrics 1b and 1c, which measure how effective Los Angeles’ systems are at serving people who are experiencing unsheltered homelessness over the course of the year.



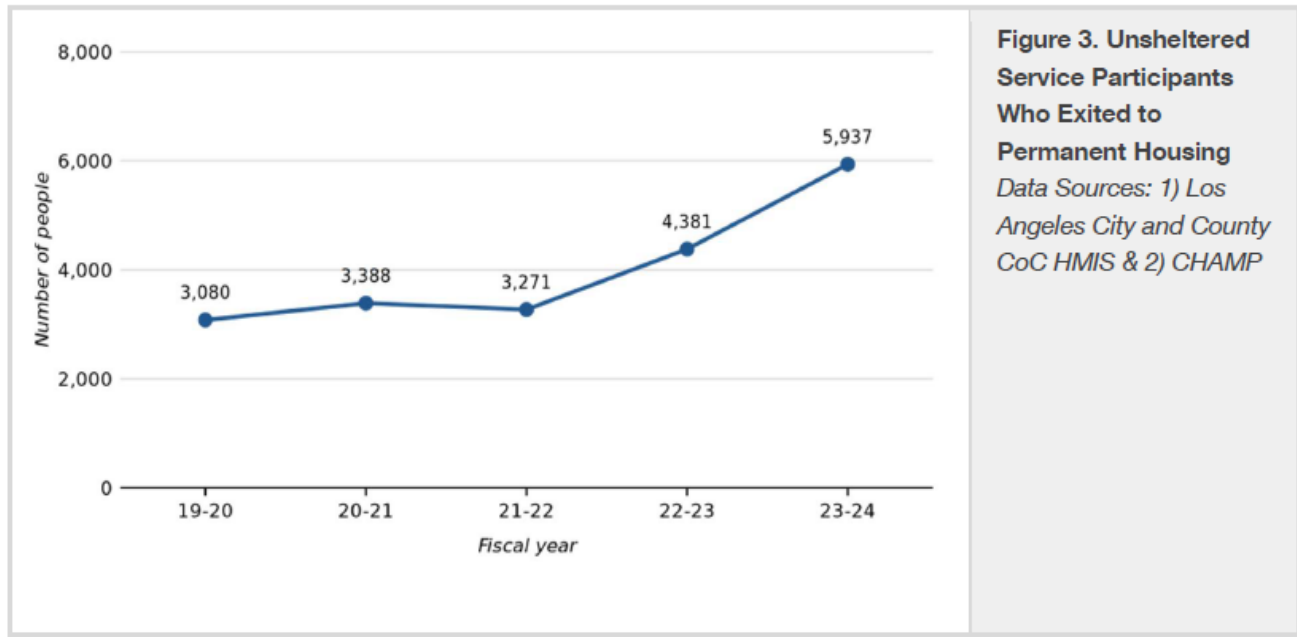
It is critical to note that the number of people experiencing unsheltered homelessness does not represent the entire population of people experiencing homelessness, as thousands more people continue to reside in interim settings. According to administrative data, approximately 112,026 people experiencing homelessness accessed services over the course of FY 23-24, including both sheltered and unsheltered people.

The number of 66,918 unsheltered people accessing services represented only about 60% of the total number of people experiencing homelessness accessing services over the course of the entire fiscal year. These numbers do not account for those that experience homelessness and do not access services or resolve their homelessness without accessing any services, meaning the true number of people who experienced homelessness for any period of time during FY 23-24 was in excess of 112,026 people.

Baseline 1b.

The Number of Unsheltered Service Participants Who Exited to Permanent Housing

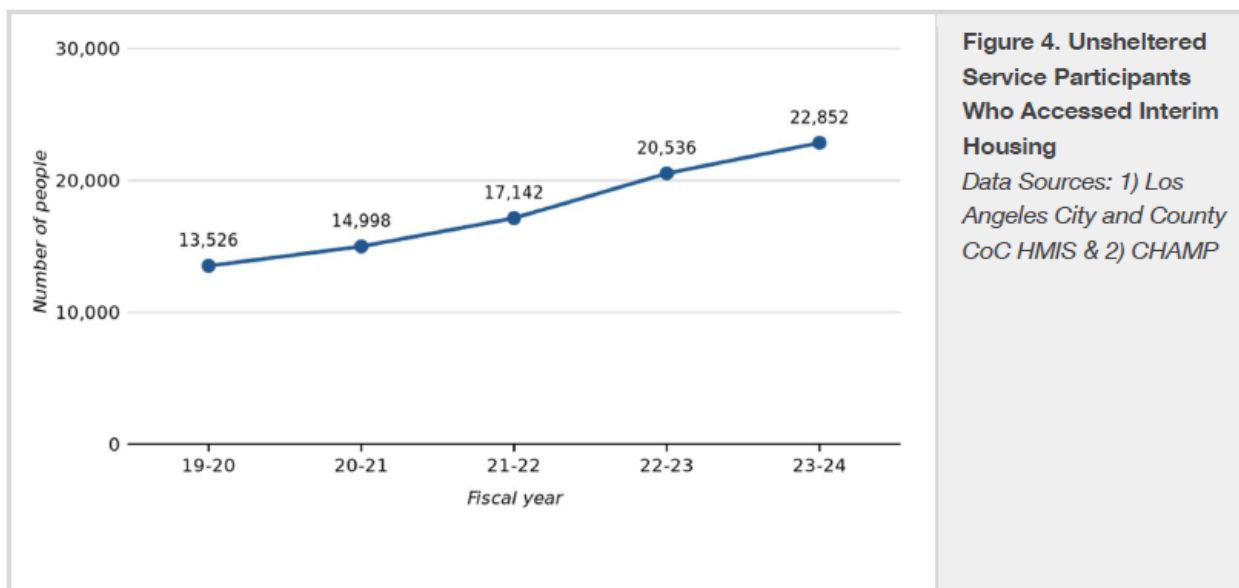
For Baseline 1b., the data subcommittee established that there were 5,937 service participants who were unsheltered that exited homelessness to permanent housing in FY 23-24. See Figure 3 below.



Baseline 1c.

The Number and Rate of Unsheltered Service Participants Who Accessed Interim Housing

For Baseline 1c., the data subcommittee established that 22,852 service participants who were unsheltered accessed interim housing in FY 23-24 (see Figure 4 on the following page). This represents 34% of all unsheltered service participants—this number has increased by 69% over the last five years, reflecting increased alignment and urgency to add new interim settings to address unsheltered homelessness:



Target Metrics and Milestones Summary

Goal 1: Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness

End of 2030 Metrics

- **Metric 1a. Decrease by 30%** the number of people experiencing unsheltered homelessness from a baseline of 52,365 in 2024 to a target of 36,656 in FY 23-24.
- **Metric 1b. Increase by 80%** the number of people moving into permanent housing from unsheltered settings from a baseline of 5,937 in FY 23-24 to a target of 10,687 in 2030.
- **Metric 1c. Increase by 32%** the rate of people moving into interim housing from unsheltered settings from a baseline of 34% of unsheltered people in FY 23-24 to a target of 45% in 2030.

Annual Milestones

Metric 1a: Reduce the Number of Unsheltered People by 30%

Year	% Change from Baseline	Annual Unsheltered Number
Baseline	0%	52,365
July 1, 2025–June 30, 2026	-6%	49,609

July 1, 2026-June 30, 2027	-11%	46,652
July 1, 2027-June 30, 2028	-16%	43,796
July 1, 2028-June 30, 2029	-22%	40,939
July 1, 2029-June 30, 2030	-27%	38,084
Full Year Ending December 31, 2030	-30%	36,656

Metric 1b: Increase the Number of Unsheltered People Placed in Permanent Housing by 80%

Year	% Change from Baseline	Annual Unsheltered People Placed in PH
Baseline	0%	5,937
July 1, 2025-June 30, 2026	+15%	6,801
July 1, 2026-June 30, 2027	+29%	7,664
July 1, 2027-June 30, 2028	+44%	8,528
July 1, 2028-June 30, 2029	+58%	9,391
July 1, 2029-June 30, 2030	+73%	10,255
Full Year Ending December 31, 2030	+80%	10,687

Metric 1c: Increase the Rate of Interim Housing Placements of Unsheltered People by 32%

Year	% Change from Baseline	Annual Rate of Unsheltered Placed in IH
Baseline	0%	34%
July 1, 2025-June 30, 2026	+6%	36%
July 1, 2026-June 30, 2027	+12%	38%
July 1, 2027-June 30, 2028	+17%	40%
July 1, 2028-June 30, 2029	+23%	42%
July 1, 2029-June 30, 2030	+29%	44%

Full Year Ending December 31, 2030	+32%	45%
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Rationale

The homeless response subcommittee developed the above target metrics with three primary factors driving their rationale. First, the subcommittee noted the region has seen unprecedented alignment across the homeless system and across regional partners around addressing unsheltered homelessness—should this alignment continue, it may contribute to continued rapid growth in the number of people moving out of unsheltered homelessness and into both interim and permanent housing. The second major factor informing their rationale is that, because this alignment around unsheltered homelessness is a recent phenomena, the number of people moving from unsheltered homelessness into housing is relatively low, with only 9% of unsheltered service participants moving into permanent housing—this leaves considerable room for growth as system alignment efforts continue.

Finally, these goals were also informed by Goals 2, 3, 4, and 5, all of which lend component parts to an overall reduction in unsheltered homelessness. With Goal 2 reflecting a proposed 57% increase in housing placements (informed by the housing production goals in Goal 5) and Goal 4 reflecting a 20% decrease in inflow, the homeless response subcommittee believes a 30% reduction in unsheltered homelessness is attainable.

Conditions and Assumptions for Success

For the targets in Goal 1 to be reached, the subcommittee identified four conditions that are vital components of success for this particular goal, although they noted the conditions across Goals 1, 2, and 3 are all interrelated to each of the goals. These conditions are:

- Significant Progress Must Be Made on Other Goals:** Unlike other goals, an overall reduction in unsheltered homelessness represents a cumulative goal that would reflect progress in other goals that make up component parts of understanding overall homeless numbers, namely, inflow into homelessness and outflow into permanent housing. To reach goals on reducing unsheltered homelessness, the region must increase permanent housing placements as *well as* significantly curtail inflow into homelessness. In recent years, while permanent housing placements have scaled up significantly, inflow has also accelerated, meaning these gains have not resulted in reductions in overall unsheltered homelessness.
- Reconfiguration of Pathways into Permanent Housing:** In examining goals 1, 2, and 3 working in concert with each other, Los Angeles will need to significantly reconfigure

current pathways into permanent housing to achieve these goals. Two potential pathways into permanent housing must increase significantly, with far greater movement needed from interim housing into permanent housing, or far greater movement from unsheltered settings into permanent housing than is currently the case in the region. Significant system realignments may be needed to realize these changing pathways into permanent housing.

- **The Region Must Produce More Housing, and it Must Be Accessible to Unsheltered People:** The Los Angeles region must continue to increase the production of affordable housing, in alignment with the targets laid out in Goal 5. In addition, a significant portion of these affordable units must be available to people experiencing unsheltered homelessness. In general, people experiencing homelessness have incomes below 30% of Area Median Income (AMI). Alignment between the Los Angeles County Affordable Housing Solutions Agency (LACAHS) will be critical, therefore, to reach goals around moving more individuals out of unsheltered homelessness and into permanent housing,
- **Increasing Interim Housing Must Continue Beyond Emergencies:** In order to continue making progress moving people from unsheltered homelessness into interim housing, the region must continue to secure additional resources to fund further expansion of interim housing. This is all the more critical given the possibility of increasing bed rates paid to service providers to match the true cost of providing services. Without additional funding for interim housing, rising bed rates will reduce the overall number of beds.
- **Advocacy to Maintain Federal Funding Must Continue:** As demonstrated by a temporary freeze in federal funding resulting from the White House Office of Management and Budget's (OMB) Memo M-25-13 in late January, federal funding for homelessness and housing programs is far from assured. The Los Angeles region must advocate to federal partners both to continue funding for key programs, as well as forestall federal policy changes that would effectively function as cuts for communities like Los Angeles.
- **New Data Tools Should Be Used to Track Outcomes:** New data tools, such as the Encampment Module available through HMIS, will allow new insight into unsheltered homelessness. These insights must be applied to more effectively move people out of unsheltered homelessness.

Goal 2: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee spent significant time defining the data sources and definitions of serious mental illness and substance use disorder¹¹ during phase 1. Moreover, the subcommittee agreed to split goal 2 into separate metrics for serious mental illness (SMI) and long-term substance use disorder (SUD), in recognition that while a significant portion of the population may experience both of these conditions, many experience only one, and these conditions necessitate different interventions and services. As such, the subcommittee proposed the following metrics:

- **Metric 2a:** Reduce by xx% the number of people with SMI alone experiencing homelessness.
- **Metric 2b:** Reduce by xx% the number of people with SUD alone experiencing homelessness.
- **Metric 2c:** Reduce by xx% the number of people with co-occurring SMI and SUD experiencing homelessness.

Baseline Data

The data subcommittee established the following baselines:

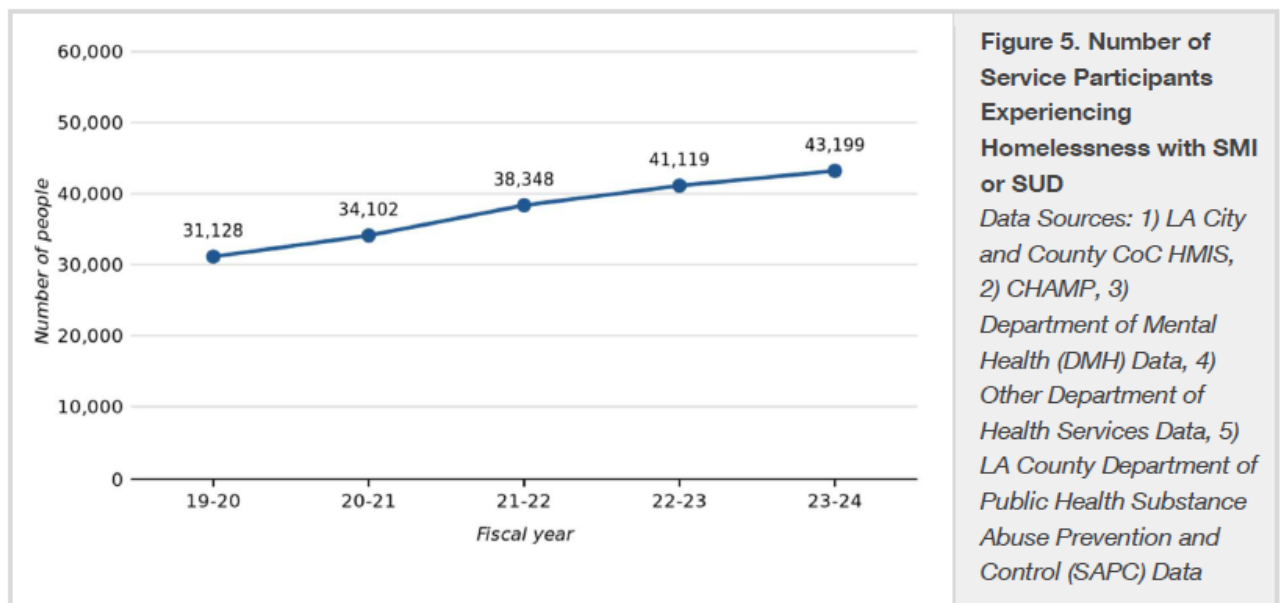
- **Baseline 2a:** Number of people experiencing homelessness with SMI only in FY 23-24:
14,056 people

¹¹ The following definitions were agreed upon by the subcommittee:

- Substance use disorder (SUD): Mental and behavioral disorders due to psychoactive substance use (excluding nicotine dependence).
- Serious mental illness (SMI): A person with bipolar disorder, episodic mood disorder, major depressive disorder, manic episode, other psychotic or delusional, schizophrenic disorder. Note that PTSD is not included in the SMI metric, but is reported separately.

- **Baseline 2b:** Number of people experiencing homelessness with SUD only in FY 23-24: **8,697 people**
- **Baseline 2c:** Number of people experiencing homelessness with both SMI and SUD in FY 23-24: **20,446 people**
- **Baseline 2d:** Number of people experiencing homelessness with SMI or SUD in FY 23-24: **43,199 people**

Figure 5 below displays the number of people with either SMI or SUD (the most inclusive measure) from FY 19-20 to FY 23-24, which reached a total of 43,199 individuals in FY 23-24. This number increased annually by 9% on average over the five-year period, closely mirroring the overall increases in the homeless population.



The figure below disaggregates this data by individuals in service data with only one of the conditions, as well as those reporting both conditions:

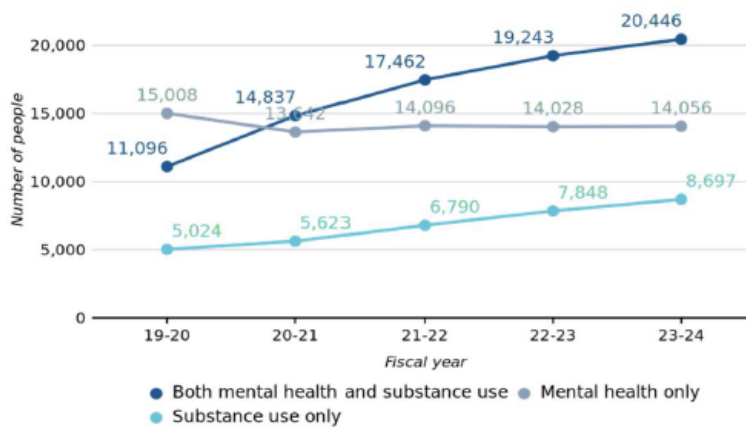


Figure 6. Service Participants with SMI and SUD, SMI Only, and SUD Only

Data Sources: 1) LA City and County CoC HMIS, 2) CHAMP, 3) DMH Data, 4) Other DHS Data, 5) SAPC Data

Figure 6 above also demonstrates that increases in SUD reporting are generating the rise in the overall population reporting one or both conditions. While this could be a result of increasing prevalence of substance use disorders, it requires further investigation; this may be a result of a number of other factors, including changes in reporting related to Medicaid billing, better survey instruments and increasing data quality, and other factors.

Target Metrics and Milestones Summary

Goal 2: Reduce the number of people with mental illness and/or substance use disorders who experience homelessness

End of 2030 Metrics

- **Metric 2a. Reduce by 15%** the number of people with SMI only experiencing homelessness, from a baseline of 14,056 in FY 23-24 to a target of 11,978 people in 2030.
- **Metric 2b. Reduce by 10%** the number of people with SUD only experiencing homelessness, from a baseline of 8,697 in FY 23-24 to a target of 7,827 people in 2030.
- **Metric 2c. Reduce by 10%** the number of people with co-occurring SMI and SUD experiencing homelessness, from a baseline of 20,446 in FY 23-24 to a target of 18,401 people in 2030.

Annual Milestones

Metric 2a: Reduce the Number of People with SMI Only by 15%

Year	% Change from Baseline	Annual Number of People with
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		SMI Only
Baseline	0%	14,056
July 1, 2025-June 30, 2026	-3%	13,673
July 1, 2026-June 30, 2027	-5%	13,289
July 1, 2027-June 30, 2028	-8%	12,906
July 1, 2028-June 30, 2029	-11%	12,523
July 1, 2029-June 30, 2030	-14%	12,139
Full Year Ending December 31, 2030	-15%	11,948

Metric 2b: Reduce the Number of People with SUD Only by 10%

Year	% Change from Baseline	Annual Number of People with SUD Only
Baseline	0%	8,697
July 1, 2025-June 30, 2026	-2%	8,539
July 1, 2026-June 30, 2027	-4%	8,381
July 1, 2027-June 30, 2028	-5%	8,223
July 1, 2028-June 30, 2029	-7%	8,064
July 1, 2029-June 30, 2030	-9%	7,906
Full Year Ending December 31, 2030	-10%	7,827

Metric 2c: Reduce the Number of People with Co-Occurring SMI and SUD by 10%

Year	% Change from Baseline	Annual Number of People with Co-Occurring SMI/SUD
Baseline	0%	20,446
July 1, 2025-June 30, 2026	-2%	20,074
July 1, 2026-June 30, 2027	-4%	19,703
July 1, 2027-June 30, 2028	-5%	19,331
July 1, 2028-June 30, 2029	-7%	18,959
July 1, 2029-June 30, 2030	-9%	18,587
Full Year Ending December 31, 2030	-10%	18,401

Conditions and Assumptions for Success

- **Effective and Robust Services Must Be Available:** As more efforts are made to move unsheltered and sheltered people with SMI and/or SUD into both permanent and interim housing, these sites will be hosting a highly-vulnerable population with complex service needs, including the whole range of behavioral health services. The availability of robust services will be essential both to moving this population into housing and keeping them housed.
- **The Region Must Maximize Leveraging MediCal:** The Los Angeles region's homeless system has increasingly tapped into MediCal to fund key services for people experiencing homelessness including people with behavioral health needs. This funding stream is available through the state's California Advancing and Innovating MediCal (CalAIM) waiver with the federal government. While CalAIM has provided new resources, it is insufficiently accessible to many service providers and the people they serve. The Los Angeles region must lower remaining barriers to accessing CalAIM, and must advocate to the state for changes to reduce administrative complexity for service providers so as to ensure the region is leveraging more MediCal funds.
- **Maximize Utilization of Existing Housing and Shelter:** To reach this goal, the system must continue to make progress on swiftly accessing units at existing PSH and other sites that house and shelter people experiencing homelessness with SMI and SUD, including board and care homes. The system must ensure units and beds in these sites do not remain vacant for long periods of time. While adding new PSH units is critical, Los Angeles must keep a focus on maximizing the utilization of units, along with leveraging board and care facilities, skilled nursing facilities, and other sites.
- **Advocacy to Maintain Federal Funding, Including MediCal Waiver, Must Continue:** As noted in the conditions and assumptions for all goals, federal funding for mental health and substance use disorder treatment services is at risk. The Los Angeles region must advocate to federal partners to continue funding for programs that serve people with SMI and/or SUD, as well as push back on potential federal policy changes that would disincentivize providing these services in an evidence-based manner. Moreover, the region must advocate for the renewal of California's aforementioned Medicaid waiver, which is set to expire at the conclusion of 2026.

Goal 3: Increase the number of people permanently leaving homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee spent time deliberating how to both capture exits to permanent housing, but also how to capture housing retention, reflecting the importance of ensuring people experiencing homelessness stay housed after exiting homelessness. This is especially critical from an equity perspective, given prior findings that Black people experiencing homelessness fall back into homelessness at disproportionate rates, including from permanent supportive housing.^{12, 13} Given these dynamics, the subcommittee established the following metrics:

- **Metric 3a:** Increase by xx% the number of service participants who exited homelessness to permanent housing during FY 23-24.
- **Metric 3b:** Increase by xx% the number of service participants who retain permanent housing, two years after they exit homelessness.

Baseline Data

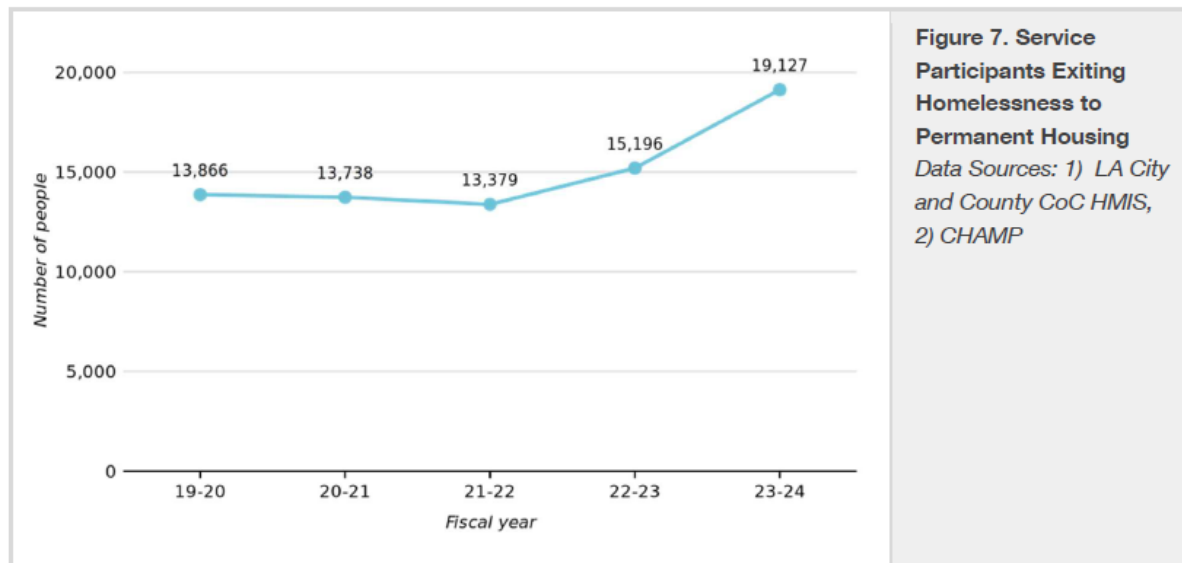
The Ad Hoc Committee on data established two baseline measures:

- **Baseline 3a:** Number of service participants who exited homelessness to permanent housing in FY 23-24: **19,127 people**
- **Baseline 3b:** Number of service participants who exited homelessness in FY 21-22 to permanent housing and did not return to homelessness over subsequent 24 months: **10,501 people retained housing (from 13,379 placements in FY 21-22, a 78% retention rate).**

¹² Los Angeles Homeless Services Authority. (2018). "Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness." Report found at <https://www.lahsa.org/documents?id=2823-report-and-recommendations-of-the-ad-hoc-committee-on-black-people-experiencing-homelessness.pdf>

¹³ Milburn, N., Edwards, E., Obermark, D., & Rountree, J. California Policy Lab. (2021). "Inequity in the Permanent Supportive Housing System in Los Angeles: Scale, Scope and Reasons for Black Residents' Returns to Homelessness. Report found at <https://capolicylab.org/inequity-in-the-psh-system-in-los-angeles/>

The first baseline number is 19,127 permanent housing placements in FY 23-24. This reflects a variety of housing placements, including placements into supportive housing, placements into market rate housing supported by rental subsidies, reconnection with family and friends, and a range of other interventions. See Figure 7 below, which reflects the FY 23-24 permanent housing placements, along with a five-year trend reflecting a 9% annual average increase in housing placements including a 26% jump from FY 22-23 to FY 23-24.



Why is this number different from what I'm used to seeing?

This number differs from the oft-cited figures of over 20,000 annual permanent housing placements that accompany annual homeless count data releases. Those numbers that exceed 20,000 housing placements include other data sources that were not accessed for the purposes of this baseline, such as data reflecting housing placements from the U.S. Department of Veterans Affairs (VA). Additionally, that larger number includes some types of housing placements that are not included here, such as transfers between different types of housing programs.

The next baseline number captures housing placements and how many have been retained one and two years after the initial placement. For example, for FY 21-22, the figure measures how many placements were made in that year (the top line), how many FY 21-22 placements were still in housing in FY 22-23 (the middle line), and how many FY 21-22 placements retained housing two years later, into FY 23-24 (the bottom line). FY 21-22 is the most recent year for which all three figures are available. Figure 8 on the following page charts that while there were 13,379 permanent housing exits in FY 21-22, a total of 10,501 of those people retained permanent housing 24 months later (78%).



Target Metrics and Milestones Summary

Goal 3: Increase the number of people permanently leaving homelessness

End of 2030 Metrics

- **Metric 3a. Increase by 57%** the number of people exiting homelessness to permanent housing, from a baseline of 19,127 in FY 23-24 to a target of 30,000 people in 2030.
- **Metric 3b. Increase by 101%** the number of people retaining permanent housing after 24 months, from a baseline of 10,501 and 78% retention in FY 23-24 to a target of 21,104 people and a 78% retention rate in 2030.

Annual Milestones

Metric 3a: Increase the Number of Permanent Housing Placements by 57%

Year	% Change from Baseline	Annual Permanent Housing Placements
Baseline	0%	19,127
July 1, 2025–June 30, 2026	+10%	21,109
July 1, 2026–June 30, 2027	+21%	23,092

July 1, 2027-June 30, 2028	+31%	25,074
July 1, 2028-June 30, 2029	+41%	27,056
July 1, 2029-June 30, 2030	+52%	29,038
Full Year Ending December 31, 2030	+57%	30,000

Metric 3b: Increase the Number of People Who Retain Housing Two Years After Placement by 101%

Year	% Change from Baseline	Number Retaining Housing from Two Years Prior
Baseline	0%	10,501
July 1, 2025-June 30, 2026	+42%	14,919
July 1, 2026-June 30, 2027	+42%	14,919
July 1, 2027-June 30, 2028	+57%	16,465
July 1, 2028-June 30, 2029	+72%	18,011
July 1, 2029-June 30, 2030	+86%	19,558
Full Year Ending December 31, 2030	+101%	21,104

Rationale

While a 57% increase in housing placements over the evaluation represents an extremely ambitious goal, the subcommittee noted that recent years have seen increases in housing placements as high as 26% between FY 22-23 and FY 23-24. This has coincided with the availability of housing resources, including new HHH buildings opening their doors, greater availability of time-limited subsidies, and other resources. As these resources continue and more housing comes through the pipeline as a result of new funding sources such as the City of Los Angeles' Measure ULA, Measure A's affordable housing funding administered by LACAHSa, and other regional sources such as the San Gabriel Valley Regional Housing Trust fund, more affordable units will be available to leverage.

While these resources must be aligned and in coordination with the goals of the regional homeless response to continue the sharp upward trajectory of housing placements, they gave the subcommittee cause for optimism even as uncertainty remains.

In addition, for housing retention, the committee sought to maintain the two-year retention rate for the last year for which data is available, FY 21-22. Increases in housing retention are assuming the homeless system continues to make the investments needed to maintain a 78% retention rate even as housing placements increase.

Overall, reaching these goals would represent a major shift from the functioning of the existing homeless services system. At present, housing placements are equal to approximately 40% of the unsheltered point-in-time count numbers, which, when taken into account with inflow continuing to exceed housing placements, accounts for the lack of major reductions in homelessness. Under goal 3's targets in concert with goal 4, housing placements would be approximately equivalent to the inflow into homelessness, and would exceed the overall unsheltered point-in-time count. This increase in rehousing capacity, coupled with lower inflow, would represent a major seachange for the Los Angeles system. How to achieve that seachange is articulated below.

Conditions and Assumptions for Success

- **The Region Must Produce More Housing, and it Must Be Accessible to Unsheltered People:** As noted in Goal 1, a significant portion of new affordable units must be available to people experiencing homelessness with the lowest incomes. Continuing work to align LACAHA and ECRHA is essential to reaching goals on placements into permanent housing.
- **Maximize Occupancy in PSH Sites:** As noted in goal 2, to reach this goal, the system must continue to make progress on ensuring units at PSH sites do not remain vacant for long periods of time. While adding new PSH units is critical, Los Angeles must keep a focus on maximizing the utilization of these units.
- **State Funding Must Continue:** State funding serves as a significant buttress to the Los Angeles region's response. Approximately \$380 million was allocated to seven grantees through the most recent round of the Homeless Housing, Assistance and Prevention (HHAP) program administered by the Department of Housing and Community Development (HCD); other allocations from programs such as Homekey, Encampment Resolution Funds (ERF), and a number of population-specific programs administered by the California Department of Social Services (CDSS) make up a significant portion of the region's homelessness budget. However, nearly all of these programs are one-time allocations of funding. The Los Angeles region must advocate forcefully to California policymakers for these investments to continue in future years, and ideally seek to convert programs like HHAP into stable, ongoing investments.
- **Advocacy to Maintain Federal Funding Must Continue:** As with goals 1, 2, 4, and 5, significant federal funding cuts have the potential to curtail both efforts to increase placements into permanent housing by removing sources of funding for that housing.

Federal cuts also have the potential to disrupt efforts to increase retention, as key supportive services are funded through federal Medicaid funds, Continuum of Care (CoC) program funds, and other federal sources. The Los Angeles region must advocate to federal partners both to continue funding for key programs, as well as forestall federal policy changes that would effectively function as cuts for communities like Los Angeles.

- **Alignment with Prevention:** Los Angeles must align its homeless prevention strategies with efforts to increase housing placements. This includes ensuring services are available for older adults who move from unsheltered homelessness back into housing, but may be at risk of returning to homelessness if adequate housing retention and prevention services are not available.

Goal 4: Prevent People from Falling into Homelessness with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The prevention subcommittee formalized the following metric for goal 4:

- **Metric 4a:** Reduce the number of people who become newly-homeless by xx%.

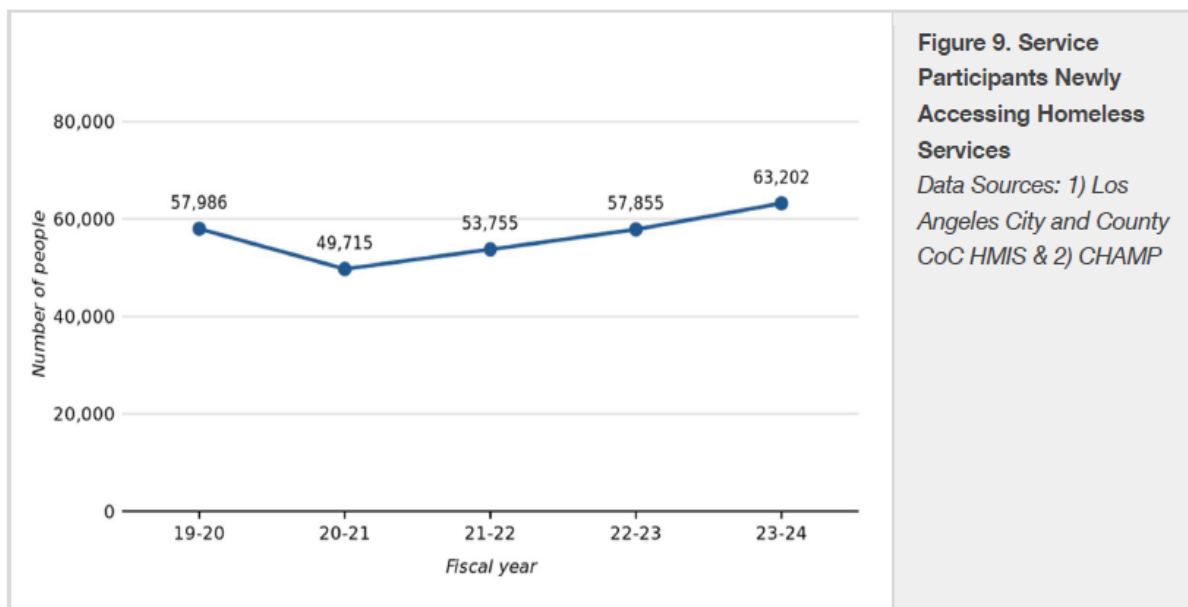
This metric intends to use administrative data from HMIS and CHAMP to measure the number of service participants who are “newly” accessing services, with evidence that this is the first time they have been homeless in 24 months or more.

Baseline Data

The subcommittee established one baseline measure, using the above definition:

- **Baseline 4a:** Number of service participants newly-accessing services in FY 23-24 with evidence that this first time homeless in 24 months or more: **63,202 people**

See Figure 9 below for the five-year trend of this data, which shows a modest 3% year-over-year average increase over the last five years.



For this baseline figure, it is worth noting that over half of all service participants in HMIS and CHAMP are considered “newly homeless,” suggesting a staggering level of inflow to the homeless services system. Moreover, should the trend of a 3% average increase in new enrollees continue year-over-year, the number of new enrollees in five years would be 73,300.

Metrics and Milestones Summary

Goal 4: Prevent People from Falling into Homelessness

End of 2030 Metrics

- **Metric 4a: Decrease by 20%** by the end of 2030 the Number of Service Participants Who Become Newly Homeless (as measured in administrative data), from a Baseline of 63,202 in FY 23-24 to a target of 50,561 people in 2030.
 - The system's efforts to achieve this goal must be guided by the overarching equity principle to reduce the disproportionate number of Black and American Indian Alaska Native and the increasing number of Latino/x people experiencing homelessness. Effective prevention that reduces inflow into homelessness services is a key strategy to counteract the systemic and structural injustices that drive people into homelessness and disparately affect people in these groups. By reducing inflow by 20%, we also aim to actively promote equitable

access to prevention programs and to reduce the number of Black, American Indian Alaska Native and Latino/x people who fall into homelessness.

Annual Milestones

Metric 4a: Decrease by 20% by the end of 2030 the Number of Service Participants Who Become Newly Homeless (as measured in administrative data), from a Baseline of 63,202 in FY 23-24

Year	% Change from Baseline	Annual Inflow Number
Baseline	+0%	63,202
July 1, 2025-June 30, 2026	+5%	66,302
July 1, 2026-June 30, 2027	+2%	64,466
July 1, 2027-June 30, 2028	-11%	56,313
July 1, 2028-June 30, 2029	-15%	54,038
July 1, 2029-June 30, 2030	-18%	51,712
Full Year Ending December 31, 2030	-20%	50,561

Rationale

The subcommittee had a number of considerations that informed the target of a 20% reduction in newly homeless enrollees over the evaluation period, from a baseline of 63,202 to 50,561. One of these is recognition that a 20% reduction is an even more ambitious goal when considering the upward trajectory of these numbers. Were the current trajectory to continue on a track of 3% annual growth, the number of newly-homeless enrollees would reach 73,300 in five years; the target of 50,561 represents a 31% reduction from this number.

Conditions and Assumptions for Success

The subcommittee established a number of conditions and assumptions that must hold in order for the target in goal 4 to be met. The top tier conditions and assumptions were identified as:

- **Prevention Funding and Programs Must Be Targeted and Cater to Those at Greatest Risk, Or They Will Not Reduce Inflow:** A number of assessments of

homeless prevention programs have found that targeting using key risk factors to identify those most likely to fall into homelessness has demonstrable impacts on inflow.¹⁴ Otherwise, funding goes predominantly to households that, though vulnerable, may not have fallen into homelessness without the prevention assistance provided. Evidence-based eligibility criteria include households at 50% Area Median Income (AMI) or below, with one or more additional risk factors (such as a prior history of homelessness, recent discharge from an institution, veteran status, older age, personal trauma, or other factors). If funding is not targeted in this way, or if eligibility criteria limits access to one particular vulnerable group (such as transition-aged youth or older adults, who together make up 12% of people experiencing homeless in Los Angeles) and not the broader at-risk population, homeless prevention dollars are unlikely to reduce inflow into homelessness, as they will not be serving people that would have otherwise become homeless.

Moreover, traditional prevention programs that serve broader swaths of the population often focus on eviction prevention services and rental assistance for leaseholders. A narrow focus only on services for leaseholders, however, leaves out the bulk of people who fall into homelessness; new statewide findings show that only a third of people entering homelessness came from a leaseholding situation, with the majority of people entering homelessness either coming from an informal living arrangement or an institution.¹⁵ Services such as flexible financial assistance that can assist leaseholders and non-leaseholders alike should complement eviction prevention, tenant education, rental assistance, and other services.

As new programs and policies are considered or existing policies are evaluated, people with lived experience of homelessness must be included and centered in program and policy design for homeless prevention efforts to be successful.

- **Prevention Funding Must Align with Equity Goals:** To ensure that prevention programs are reaching those who most need them, these programs must advance and align with shared equity goals, including setting a target for reducing the overrepresentation of groups disproportionately needing homelessness services. This must include active monitoring of who does and does not have access to prevention programs and whether programs remain effective and accessible for the most marginalized groups. This may also include ensuring that prevention funding is accessible to those who are most disproportionately represented among the population experiencing homelessness, such as adults between the ages of 25 to 64, who make up nearly 80% of the population experiencing homelessness in Los Angeles.

¹⁴ Till von Wachter et al., "Evaluation of LA County Prevention Targeting Tool" (California Policy Lab, 2021).

¹⁵ Benioff Homelessness and Housing Initiative, 2023. California Statewide Study of People Experiencing Homelessness.

- **The Region Needs A Prevention System with an Appointed Executive Manager:**

Currently, the Los Angeles region deploys a range of prevention strategies across departments and jurisdictions which do not work in concert with each other. The region must appoint an executive level policy leader or manager to align the region's systems and investments to centralize a "homeless prevention system" across Los Angeles County. This manager would provide operating standards and best practices to ensure consistency, quality, accessibility, and equity across the region.

Six additional conditions and assumptions for success were identified. These include:

- **Eligibility for homelessness service workers:** Many frontline workers and case managers in our homelessness services system are themselves at risk of homelessness. Yet they are often unable to access prevention programs at their employer due to public contract terms that do not allow employees to access funds for clients. System administrators should ensure that employees of service providers who meet the eligibility criteria can access prevention resources from other sources. This will help support a vulnerable population, help retain workers, and strengthen our capacity to provide the high-quality services required for all Measure A goals. Ultimately, the system should address the pay structure for homeless services workers such that compensation reflects liveable wage standards for Los Angeles.
- **Augment Funding:** The 20% inflow reduction goal is dependent both on better alignment of existing resources from cities, the county, state, and federal sources, but also on new resources for targeted homeless prevention. New inflow into the system exceeds available funding to the system, and additional advocacy is needed to obtain the funding needed to scale up prevention resources to meet growing demand.
- **Data:** All Measure A-funded prevention programs must enter program data into HMIS, which is an essential component of knowing whether prevention service participants eventually become homeless in the future. This, in turn, is a prerequisite to effective program evaluation and assessment of whether prevention programs are reaching the right target population.
- **Accessibility:** Prevention programs must be easy to access and visible to the public, in addition to person-centered. Nearly two-thirds of people that were newly-homeless had not sought assistance from public agencies or providers,¹⁶ relying instead on friends and family, highlighting the need for interventions to be highly visible to people who are at risk.
- **Evaluation:** The region must continue to evaluate the impact of prevention programs. The lessons from program evaluation must be applied to scale what works to use prevention dollars as effectively as possible.

¹⁶ Ibid.

- **Service History:** For prevention to be effective and reach its goals, more data should be marshalled to better understand the service history of those who are newly-enrolling in homeless services. This should include a better understanding of other history such as history of incarceration, contact with the child welfare system, and other risk factors.

Goal 5: Increase the number of affordable housing units in Los Angeles County with a focus on addressing gender, ethnic and racial disproportionality, disparities and inequities

Metric Established by Subcommittee

The subcommittee working on this goal established two metrics, each relating to a key component of making housing affordable for people at the lowest incomes. The subcommittee established metrics for production of affordable housing units and preservation of affordable housing. The metrics established are:

- **Metric 5a:** Increase by xx% the production of affordable housing.
- **Metric 5b:** Increase by xx% the preservation of affordable housing units.

Baseline Data

In order to develop goals for affordable housing, the subcommittee worked with the USC Lusk Center for Real Estate to develop estimates of the need for affordable housing in Los Angeles County, along with estimates of the baseline of affordable housing production and access across Los Angeles County.

For the purposes of developing a measure of Los Angeles County's need for affordable housing, the subcommittee developed a measure based on the shortage of housing that is affordable¹⁷ for low-, very-low, extremely-low, and people experiencing homelessness. Taken together, these groups collectively have a shortage of 375,622 units. See table 1 below for this data disaggregated by income levels.

While the overall shortage number continues to be staggering at 375,622, it is worth considering that this topline number may still underemphasize the severity of shortage for

¹⁷ For the purposes of this exercise, the subcommittee defined affordability as meaning a household would pay 30% of their income or less, which aligns with criteria from U.S. Department of Housing and Urban Development (HUD).

those households at 50% AMI and below, for which there is a 578,775 unit shortage. While there is a surplus of units for low-income households at 50-80% AMI, these units are not available or affordable to households that are homeless, extremely low-, or very low-income.

Table 1. Available and Affordable Housing Unit Shortage by Income Levels in Los Angeles County, 2023 <i>Data Source: 2018-2023 American Communities Survey Five-Year Estimates</i>			
Household Type	Number of Households	Number of Available and Affordable Units	Shortage/Surplus
Homeless Households	68,297	0	-68,297
Extremely Low Income (0-30% AMI)	499,688	112,219	-387,469
Very Low Income (30-50% AMI)	301,432	178,423	-123,009
Low Income (50-80% AMI)	400,571	603,723	+203,152
Total	1,269,988	894,365	-375,622

Using this data to measure the overall picture of housing affordability in Los Angeles, USC Lusk also provided baseline data on the production of affordable housing across Los Angeles County:

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- **Baseline 5a:** Average number of affordable housing units produced annually across Los Angeles County from FY 19-20 to FY 23-24: **1,700 affordable housing units.**

Table 2 below details the number of affordable units produced¹⁸ each of the last five years Countywide.

Table 2. Number of Affordable Housing Units Completed in Los Angeles County, 2019-2023 <i>Data Source: California Department of Housing and Community Development Annual Progress Reports</i>					
	2019	2020	2021	2022	2023
ELI/VLI (0-50% AMI)	346	137	659	669	1,653
LI (50-80% AMI)	275	470	938	660	3,583
Total Units, 80% AMI and Below	621	607	1,597	1,329	5,236

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- Baseline 5b: Number of units that are at risk and in need of preservation assistance: **9,126 affordable units**

In order to determine the number of affordable housing units that are at highest risk of being lost, either due to expiring affordability covenants or due other financial, operational, or physical risks to the units, the subcommittee looked at the universe of affordable units greater than 10 years old.

The subcommittee used data from the City of Los Angeles Housing Department (LAHD) and the Los Angeles County Development Authority (LACDA) to determine that there are over 38,000 affordable units, 25% of which are Permanent Supportive Housing, which are over 10 years old. The subcommittee assumed that 50% of this older PSH (4,803 units) and 15% of the affordable housing units that are not PSH (4,323 units) will need some form of preservation assistance over the next decade, for a total of 9,126 units in need of assistance. The subcommittee estimated that the cost of preservation is an average of \$125,000 per unit.

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- Baseline 5c: Number of units that are currently affordable as a result of “access” strategies such as rental assistance: **86,376 leased housing choice vouchers.**

As a baseline for access, the subcommittee established that there 86,376 leased housing choice vouchers across a range of public housing authorities (PHAs) throughout the region. It is worth noting that the region’s PHAs have over 101,151 units *allocated* through the federal voucher program. However, because PHAs in Los Angeles often must pay above fair-market rent (FMR) to secure landlords to lease units to their tenants in a very competitive housing

¹⁸ Production of a housing unit is counted based on the issuance of a certificate of occupancy.

market, PHAs often do not have sufficient federal funding to lease their entire allocated share of vouchers. Despite the 14,775 unit gap between the number of allocated units (101,151) and the number of units that are leased (86,376), most PHAs in the County have spent 100% of their voucher budgets, meaning they cannot fully lease their allotted units without more funding from the federal government to fully utilize their allocation. **While the LTRHA and ECRHA are not recommending a performance metric around access to affordable housing using rental subsidies due to the major uncertainty in the federal funding landscape, advocating for continued and even increased rental subsidies will be essential to meeting goals identified throughout this report.**

Target Metrics and Milestones Summary

Goal 5: Increase the number of affordable housing units within Los Angeles County

End of 2030 Metrics

- **Metric 5a. Increase by 41%-53%** the current level of affordable housing production from a baseline of 1,700 units in FY 23-24 to a target of 2,400-2,600 in 2030.
- **Metric 5b:** Increase the current level of affordable housing units being preserved to **420 units** preserved annually to assure net gains of affordable housing as new production ramps up.

Annual Milestones

Metric 5a: Increase by 41%-53% the current level of affordable housing production from an average baseline figure of 1,700 units per year.

Year	% Change from Baseline	Annual Number of Affordable Units Produced
Baseline	0%	1,700
July 1, 2025-June 30, 2026	+12%	1,900
July 1, 2026-June 30, 2027	+24%-47%	2,100-2,500
July 1, 2027-June 30, 2028	+6%-39%	1,800-2,500
July 1, 2028-June 30, 2029	+11%-28%	2,000-2,300
July 1, 2029-June 30, 2030	+22%-39%	2,200-2,500

Full Year Ending December 31, 2030	+41%-53%	2,400-2,600
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Rationale

The subcommittee had several factors inform their recommendations on goals, with five different avenues of housing production making up the overall production goal:

- *Current Production:* The subcommittee assumed that current local resources would continue to make up a portion of affordable housing production
- *Gap Fill:* The subcommittee assumed and recommends that a portion of Measure A dollars be made available through a “Fast Track Housing Fund” to provide financial support to projects already in construction that have a funding gap.
- *Accelerate:* The subcommittee noted a significant number of projects that are currently far along in the development pipeline and “shovel ready” but have not yet begun construction, where a small Measure A investment could move them into the construction phase and accelerate their progress.
- *Acquisition:* As another lower-cost mechanism to accelerate production, the subcommittee recommends that a portion of Measure A funds be utilized for acquiring and converting existing buildings into affordable housing, and has projected a portion of these units as part of their production goal.
- *Innovation:* Finally, the subcommittee’s recommended goal for production includes a portion of units stemming from investments that produce housing units at greater speeds and lower costs.

On the preservation side, the subcommittee also discussed a growing number of affordable and supportive housing projects that have significant deferred maintenance and are at risk of being lost. The subcommittee estimated that \$52 million annually would be sufficient preservation investment to ensure that any losses of units do not slow progress of adding net new affordable units.

Finally, on rental subsidies in the housing system, the subcommittee noted that while adding thousands of new vouchers will be politically challenging, there may be other ways to increase the number of vouchers available by advocating for funding to increase PHAs budget authority, which is discussed further in the section below. This work remains essential to meeting goals throughout the homeless system and strong advocacy here must continue despite the federal budget uncertainty.

Conditions and Assumptions for Success

The subcommittee identified 11 key conditions and assumptions that should be considered as critical factors in Los Angeles hitting the targets proposed here:

- **Resources from Federal, State, and Local Sources Must Stay Steady:** The goals outlined in this section assume that resources from the federal, state, and other local governments remain steady in future years. However, as the recent “freeze” of federal grants demonstrated, this outcome is far from certain and threatens to derail these goals, both by removing key sources of funding for affordable housing, while also adding to the level of need for low-income people that rely on federal support for nutrition assistance, rental assistance, healthcare, and other safety net programs.
- **Innovation Must Play a Role in Bringing Down Costs, Diversifying Financing:** With costs of developing affordable and supportive housing continuing to rise, the region must seek ways to control and lower costs, including exploring innovations in construction and financing projects. Innovations such as bulk purchasing of construction materials, more use of acquisition as a strategy to add units, and other considerations should be explored. Other innovations can help reduce reliance on federal tax credit funding for housing production.
- **Increasing Federal Budget Authority Can Increase Vouchers in Circulation:** As noted above, a number of PHAs across the region have vouchers that go unused not because they cannot find landlords to accept them, but because they have insufficient funding allocated from the federal government to support their full allocation of vouchers. In a competitive market such as Los Angeles, the full cost of providing rents and landlord incentives, along with the cost of providing rental subsidies to people experiencing homelessness, who often have deeply low incomes at or below 15% AMI, means that PHAs are spending more than their allotted per voucher amount from the federal government. This allows PHAs to lease up their vouchers, but ultimately shrinks the overall number of vouchers they can utilize. Advocacy to the federal government should include a concerted effort to increase PHA’s budget authority, which could effectively add 15,000 vouchers across the region.
- **Housing Funding Should Be Allocated According to Gaps in Production:** In order for new affordable housing to reduce homelessness and reduce the number of people in acute crisis, new housing must target the income levels with the greatest production gaps. For example, USC data shows an excess of units being produced for people at 50-80% AMI and 80-120% AMI, while there is a severe shortage of housing for people at 30% AMI and below. To make immediate impacts in the lowest income populations, housing must be targeted at that income level.
- **Measure A Can Be Sole Source or Leveraged:** Traditional affordable housing development requires a range of financing sources to be cobbled together, which can add time (and overall cost) to a project. Measure A can be used this way, which allows leveraging of other federal and state sources. But it may be appropriate at times for Measure A to make larger investments in an affordable housing project as the sole source of financing—thus reducing complexity and time and delivering units faster.

- **LACAHSA Can Issue Bonds, and Increase Leverage:** As an entity that can issue bonds, LACAHSA can use Measure A funds to issue bonds, and leverage further dollars to increase production.
- **Production Alone Will Not Close the Gap:** With an overall shortfall of 375,000 units, housing production alone will not meet the need. The region must consider other lower-cost strategies to complement production, including rental subsidies, master leasing, and acquisition, among others.
- **Focus on Shovel Ready Projects:** Building new affordable housing can be a lengthy process, including as new programs for new funding sources such as Measure A take additional time to seek input from the community, develop funding guidelines, and issue requests for proposals (RFP). A focus on funding projects that are “shovel ready” and further along in the development process will allow Los Angeles to see new affordable units become available faster.

Key System and Policy Changes for Regional Leadership to Move Forward

As noted in the goal sections above, there are a number of conditions that must be met in order to ensure the targets recommended in this report are reached. Some of these depend on external actors, like state and federal government partners. However, a number of these conditions entail actions that regional partners can take. The ECRHA and the LTRHA members should utilize the Measure A Regional Homeless plan and move forward all local actions identified in this report, including:

- **Ensure new affordable housing can be accessed by the homeless response system:** All three policy subcommittees identified this as a need—to align eligibility in the Los Angeles region’s increasing investments in affordable housing with the targets and populations that need to be served to reduce homelessness and increase housing placements from the homeless system.
- **Invest in robust services for those with behavioral health conditions:** As the region seeks to house more people with SMI and/or SUD, more supportive services will need to be available to support these individuals in housing and to ensure they do not fall back into homelessness at high rates.
- **Appoint a homeless prevention lead to align systems and resources:** As noted in Goal 4, a range of different systems have small homeless prevention programs, but they lack coordination. In some cases, these programs also do not target people with the greatest risk of entering homelessness. Regional leaders should appoint a

prevention system lead to align these programs and ensure targeted homeless prevention contributes to the goal of reducing inflow.

- **Focus on affordable housing innovations:** As the section on Goal 5 notes, high costs of producing affordable housing are a barrier to reaching these goals. Regional leaders should move forward with innovations like bulk purchasing of construction materials, innovative financing models, acquisition strategies, and other ways to bring down costs and deliver more units.
- **Align on advocacy:** A number of factors are outside the control of local actors. What local actors can do, however, is move in lockstep and align around a coordinated, tightly-focused advocacy strategy to state and federal partners.

Appendixes

Appendix A. Leadership Table Subcommittee Rosters

Homeless Prevention Subcommittee	
Name	Entity Represented
Dr. Jackie Contreras, Co-Chair	Los Angeles County Department of Public Social Services
Jose Osuna, Co-Chair	Brilliant Corners
Celina Alvarez	Housing Works
Onnig Bulanikian	City of Glendale
Bill Huang	City of Pasadena
Alison King	City of Long Beach
Maria Salinas	Los Angeles Area Chamber of Commerce
Brandon Scoggan	Valley Oasis
Janey Rountree	California Policy Lab
Jim Zenner	U.S. Department of Veterans Affairs

Homeless Response Subcommittee and Subgroups	
Name	Entity Represented
Dr. Va Lecia Adams Kellum, Co-Chair	LAHSA

Maria Funk	LA County Department of Mental Health
George W. Greene	Hospital Association of Southern California
Craig Joyce	LA Metro
Sarah Mahin	Housing for Health–LA County Department of Health Services
Janice Martin	
Saba Mwine	LAHSA
Andy Perry	LA County CIO
Janey Rountree	California Policy Labs
Brandon Scoggan	Valley Oasis
Max Stevens	LA County CIO
Grant Sunoo	Little Tokyo Service Center
Stephanie Wiggins	LA Metro
Jim Zenner	U.S. Department of Veterans Affairs
Reducing Homelessness for SMI/SUD Subgroup	
Dr. Va Lecia Adams Kellum	LAHSA
Sarah Dusseault	
David Allen Green	SEIU 721
Maria Funk	LA County Department of Mental Health
La Tina Jackson	LA County Department of Mental Health
Stephanie Klasky Gamer	LA Family Housing
Yamira Lima	
Sarah Mahin	Housing for Health-LA County Department of Health Services
Janey Rountree	California Policy Lab
Max Stevens	LA County CIO
Grant Sunoo	Little Tokyo Service Center
Gary Tsai	Los Angeles County Department of Public Health
Dr. Lisa Wong	LA County Department of Mental Health

Affordable and Supportive Housing Production Subcommittee and Subgroups	
Name	Entity Represented
Lourdes Castro Ramirez, co-chair	Office of Los Angeles Mayor Karen Bass
Stephanie Klasky-Gamer, co-chair	LA Family Housing

Kevin Blackburn	Federal Home Loan Bank of San Francisco
Roberto Chavez	City of Inglewood
Isela Gracian	Office of Supervisor Holly Mitchell
Darren Hendon	Veteran Social Services
Margarita Lares	Housing Authority of the City of Los Angeles
Connor Lock	City of Long Beach
Alexis Obinna	
Jose Osuna	Brilliant Corners
Emilio Salas	Los Angeles Community Development Authority
Miguel Santana	California Community Foundation
Ann Sewill	Los Angeles Housing Department
Grant Sunoo	Little Tokyo Service Center
Affordable Housing Production Subgroup Co-Leads	
Ed Holder	Mercy Housing
Ray Mathoda	Anchor Loans
Affordable Housing Preservation Subgroup Co-Leads	
Emilio Salas	Los Angeles Community Development Authority
Ann Sewill	Los Angeles Housing Department
Affordable Housing Access Subgroup Co-Leads	
Margarita Lares	Housing Authority of the City of Los Angeles
Leepi Shimkhada	Housing for Health, Los Angeles County Department of Health Services

Equity Subcommittee	
Name	Entity Represented
D'Artagnan Scorza	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion
Saba Mwine-Chang	Los Angeles Homeless Services Authority
Tolu Wuraola	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion
Alex Braboy	Los Angeles Homeless Services Authority
Dr. Jackie Contreras	Los Angeles County Department of Public and Social Services
Angel Martinez	Los Angeles County Department of Health Services

Molly Rysman	Los Angeles County Department of Health Services
Stephanie Klasky-Gamer	LA Family Housing
Andy Perry	Los Angeles County Office of Chief Information Officer
Andrea Ilouliau	Los Angeles County Chief Executive Officer
Celina Alvarez	Housing Works
Peter Casey	California Policy Lab
Alexis Obinna	Homeless Youth Forum Los Angeles
La'Toya Cooper	LA Emissary
Amara Ononiwu	Faith Collaborative to End Homelessness
Meredith Berkson	Los Angeles County Chief Executive Office—Anti-Racism, Diversity, and Inclusion

Amendment Read-In at the Executive Committee for Regional Homeless Alignment (“ECRHA”) Meeting on March 14, 2025 on [Agenda](#) Item # 3: *Recommendation to approve the proposed Leadership Table for Regional Homeless Alignment (LTRHA) Baseline Data and Targets Metrics for Submission to the Los Angeles County Board of Supervisors.*

At the ECRHA meeting on March 14, 2025, the Committee members approved the baseline data and target metrics for presentation to the Los Angeles County Board of Supervisors (ECHRA Agenda Item #3) with the following read-in amendment:

- Amendment by vice-chair Nithya Raman: The ECRHA moves to approve these goals and metrics with the recommendation that the Los Angeles County Board of Supervisors not approve the proposed budget without clear connections between the homelessness funding and the goals and metrics.

EXHIBIT C - MEASURE A REGIONAL PLAN
(Insert Upon Execution)

EXHIBIT D - BEST PRACTICES
(Insert Upon Execution)

EXHIBIT E - QUARTERLY REPORTING TEMPLATE
(Insert Upon Execution)



ITEM # 29

APPROVAL OF MINUTES: APRIL 9, 2025, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, APRIL 9, 2025 AT 6:00 PM

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Melendez called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Melendez, Mayor Pro Tem Tamayo, Councilmember Alonzo, and Councilmember Romero. City Clerk Jimenez was also present. Councilmember Peralta and City Treasurer Matanga were absent. Mayor Pro Tem Tamayo motioned seconded by Councilmember Romero, to excuse Councilmember Peralta's absence; the motion was approved unanimously.

City Attorney Arno Alvarez-Glasman, City Manager Raul Alvarez, Acting Assistant City Manager Angelica Palmeros, Senior Deputy City Clerk Kimbel Guillen, Deputy City Clerk Nelly Ochoa, and Department Directors Michael Solorza, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

CLOSED SESSION

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

Mayor Melendez recessed the meeting into Closed Session at 6:05 p.m. to consider the following Closed Session items. City Attorney Alvarez-Glasman clarified that Closed Session Item No. 3 regarding Tucker-Schuyler pertains to an unresolved workers' compensation case. He also addressed the speaker's accusations, asserting they were false, as his office had not been involved in the previous matter nor had it received any fees related to it.

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(2)
L. Jackson v. City of Montebello
Case No. ADJ12995926, ADJ12995927, ADJ12995928
2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
R. Genberg v. City of Montebello
Case No. ADJ13552398, ADJ13553882
3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
F. Tucker-Schuyler v. City of Montebello
Case No. ADJ10561152, ADJ10561411, ADJ10562671
4. **PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE**
Government Code Section 54957
One matter to review on appeal from a decision of the Civil Service Commission

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

Mayor Melendez reconvened the meeting at 5:51 p.

Four members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing further to report; Item No. 2, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 3, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 4 the City Council unanimously approved upholding the decision of the Civil Service Commission authorizing the Mayor to sign a Confidential Resolution to confirm such action.

INVOCATION

Led by City Clerk Jimen

PLEDGE OF ALLEGIANCE

Led by Fire Chief Pelaez.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

5. **PROCLAMATION FOR NATIONAL CHILD ABUSE MONTH**

Mayor Melendez presented the item.

6. PROCLAMATION FOR NATIONAL VOLUNTEER MONTH

Mayor Melendez presented the item.

7. PROCLAMATION FOR AUTISM AWARENESS MONTH

Mayor Melendez presented the item.

8. PROCLAMATION FOR ARMENIAN HISTORY MONTH

Mayor Melendez presented the item.

9. PROCLAMATION FOR NATIONAL DONATE LIFE MONTH

Mayor Melendez presented the item.

10. BLUFF ROAD UPDATE

Public Works Director Cesar Roldan provided a presentation on the item. The presentation included a timeline of the project, challenges, state grant requirements, and next steps.

City Manager Alvarez offered further insight into the fence process and the reasons behind its delay. He thanked the community for their patience and thanked everyone involved in bringing the project closer to completion.

Mayor Pro Tem Tamayo inquired whether the fence would be continuous and about the design.

Councilmember Alonzo inquired about the grant funding and asked for clarification as to how it is administered.

Councilmember Romero thanked Director Roldan for the presentation and asked about the reimbursement timeline for the project, specifically, whether funds are reimbursed throughout the process or at the end.

Mayor Melendez inquired about the project timeline asking clarification on the exact deadline for completion. Mayor Melendez also expressed concern about having to allocate a minimal funding for the project as prices have risen since the item was approved in 2020.

Director Roldan provided clarification on the project's funding and overall process as needed.

11. ATHENS RESIDENTIAL SOLID WASTE PRESENTATION

Vicky Martinez from Athens presented the item. The presentation included information about community notifications, delivery of recycling containers and SB 1383 compliance.

Councilmember Alonzo thanked Vicky for the presentation.

Mayor Pro Tem Tamayo inquired whether the current bins would be replaced or if residents would simply receive an additional blue bin.

Councilmember Romero inquired about why cacti and similar plants are not allowed in the green bin.

Mayor Melendez also thanked Vicky for her presentation and expressed his excitement about this change.

PUBLIC COMMENT 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 state-mandated public hearing items do not require a speaker card.

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

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

The City Clerk's Office acknowledged eight(8) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Fire Chief Pelaez highlighted the upcoming American Red Cross Blood Drive and encouraged the community to come out and donate. The event will take place on Tuesday, April 22nd at the Senior Center. He also promoted the CERT program, inviting residents to attend the free Community Emergency Response Team training happening in July.

REGULAR BUSINESS**12. REVIEW OF CURRENT CITY COUNCIL ASSIGNMENTS TO VARIOUS BOARD , AGENCIES, AD HOC AND TASK FORCE COMMITTEES****RECOMMENDATION: It is recommended that the City Council:**

1. Review and take action to fill City Council assignments to various Boards, Agencies, Ad Hoc Committees and Task Force Committees; and
2. Take such additional, related, action that may be desirable.

Council discussed assignments for boards, agencies, ad-hoc, and task force committees. The following appointments were made:

Organization	Council Representative	Alternate Representative
SEAACA	Romero	Alonzo

Mayor Melendez requested Council consensus to establish an Olympic Ad Hoc Committee. He further stated that he would like to include stakeholders, residents and another Council member in this committee. The purpose of the committee is to support the City's participation in the Olympics and help attract tourism. The following appointments were made:

Organization	Members	Name #1	Name
Olympic Ad Hoc Committee	2	Melen	Romero

Mayor Pro Tem Tamayo motioned, seconded Councilmember Romero, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Romero	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

13. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2482 ADDING CHAPTER 12.27 - "PUBLIC DOG PARK FACILITIES" - AND AMENDING CHAPTER 12.24 - "CONDUCT IN PUBLIC PARKS" - OF TITLE 12 OF THE MONTEBELLO MUNICIPAL CODE**RECOMMENDATION: It is recommended that the City Council:**

1. Conduct a first reading and introduction of Ordinance No. 2482 (Attachment A) to add Chapter 12.27 ("Public Dog Park Facilities") to Title 12 ("Streets, Sidewalks and Public Places") and amend Chapter 12.24 ("Conduct in Public Parks") of the Montebello Municipal Code; and,
2. Take such additional, related action that may be desirable.

Director of Recreation and Community Services, David Sosnowski, provided a presentation on the item. The presentation included amending the municipal code and gave an overview of the rules and conduct for the dog park.

Councilmember Romero motioned, seconded by Mayor Pro Tem Tamayo, to approve the item; the motion passed by the following vote:

MOVED: Romero	SECONDED: Tamayo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

14. PRESENTATION OF FISCAL YEAR 2025-26 COMMUNITY BUDGET FORUM AND BUDGET SURVEY FEEDBACK

RECOMMENDATION: It is recommended that the City Council

1. Receive and file the presentation on Fiscal Year 2025-26 Community Budget Forum and Budget Survey feedback results; and
2. Take such additional, related action that may be desirable.

Director of Finance, Michael Solorza, provided a presentation on the item. The presentation included an overview of the forums conducted, the feedback received, and the next steps.

The Council thanked Director Solorza for the presentation and encouraged the community to participate in the budget meetings.

Mayor Melendez inquired about the restrooms at Grant Park. He further stated that the Council had requested to allocate funding to address the building.

City Manager Alvarez addressed his questions.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

15. ADOPT RESOLUTION NO. 25-24 TO AUTHORIZE SUBMISSION OF NECESSARY DOCUMENTS REQUIRED TO RECEIVE FISCAL YEAR 2024-25 LOW-CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FUNDING AND AUTHORIZE SUBMITTING MONTEBELLO BUS LINES' LINE 20 FREE FARE PROJECT TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-24 to authorize submitting Authorized Agent and Certifications and Assurances forms required to receive Fiscal Year 2024-25 Low Carbon Transit Operations Program (LCTOP) funding for Montebello Bus Lines' (MBL) Line 20 Free Fare Project; and
2. Authorize submitting MBL's Line 20 Free Fare Project to the California Department of Transportation (Caltrans); and
3. Take such additional, related action as may be desirable.

Director of Transit, John Soria, gave a verbal presentation.

Mayor Melendez inquired about the revenue, requesting the specific amount for the given time period, and asked whether it would require any additional fleet resources.

Director Soria provided clarification.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

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.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, that Item No's. 16-25, be approved; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

16. **APPROVAL OF RESOLUTION NO. 5-25, APPROVING THE CANCELANATION OF THE REGULARLY SCHEDULED MEETINGS ON APRIL 3, JULY 9, AND JULY 23**

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 5-25, approving the cancelation of regularly scheduled City Council meetings on April 23, 2025, July 9, 2025, and July 23; and
2. Make such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

17. **APPROVE PROFESSIONAL SERVICES AGREEMENT NOS. 4282, 4283, 4284 FOR CITYWIDE GRANT WRITING SERVICES IN RESPONSE TO REQUEST FOR PROPOSALS NO. 25-02**

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreements for grant writing service with Townsend Public Affairs for \$60,000 (Agreement No. 4282), Blais & Associates LLC for \$70,000 (Agreement No. 4283), and

- Advanced Avant Garde Corporation for \$70,000 (Agreement No.4284) in response to Request for Proposals (RFP) No 25-02; and,
2. Authorize the City Manager to execute the agreements; and,
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

18. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4299 TO UNITED STORM WATER, INC. FOR FABRICATION AND INSTALLATION OF FULL CAPTURE STORM DRAIN TRASH DEVICES ON LOS ANGELES COUNTY-OWNED CATCH BASINS (CP 931)

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4299 to United Storm Water, Inc. for the Fabrication and Installation of Full Capture Storm Drain Trash Devices on Los Angeles County-Owned Catch Basins (CP 931) in the amount of \$144,056 plus a 25% construction contingency of \$36,014 for a total amount of \$180,070; and
2. Amend the Fiscal Year 2024-25 Budget by increasing appropriations by \$92,000 in Account 229-30-315-6040.46 (Measure W, Public Works, Stormwater, Contract Services Storm Drain Maintenance); and
3. Authorize the City Clerk's Office to release all other bids; and
4. Authorize the City Manager to execute the agreement and approve any change orders in good faith; and
5. Take such additional action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	CONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

19. ACCEPTANCE OF THE IN-WATER POOL LIGHT REPLACEMENT AT GEORGE HENSEL AQUATIC CENTER – NOTICE OF COMPLETION (NOC)

RECOMMENDATION: It is recommended that the City Council:

1. Accept the in-water pool light replacement at George Hensel Aquatic Center ("Aquatics Center") as completed by Horizon Mechanical Contractors of California; and,
2. Approve the final contract amount with Horizon Mechanical Contractors of California in the amount of \$86,488; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder; and,
5. Authorize the release of the retention payment (\$4,324) due to Horizon Mechanical Contractors of California following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

20. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4214 WITH FLO-SERVICES FOR THE PROVISION OF SEWER REPAIR AND MAINTENANCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4214 between the City of Montebello and Flo-Services Inc to increase the not-to-exceed amount by \$40,000 per year; and
2. Amend the Fiscal Year 2024-25 budget by increasing appropriations by \$40,000 in account No. 100-30-340-6040.45 (General Fund, Public Works, Sewer Operations, Contract Services Sewer Maintenance); and
3. Authorize the City Manager to execute the Amendment on behalf of the City; and
4. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

21. APPROVE CATEGORICAL EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE 2024 ALHAMBRA TRANSPORTATION AND SAFETY, MONTEBELLO CYCLESafe BRIDGE PROJECT (CP 30)

RECOMMENDATION: It is recommended that the City Council:

1. Approve Environmental Assessment pursuant to 14 California Code of Regulations § 15301 as a Class categorical exemption under the California Environmental Quality Act (CEQA); and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta		

22. APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 4131 WITH A & A FLEET PAINTING, INC. TO EXTEND THE COMPLETION DATE FOR THE BUS GRAPHICS DECAL REPLACEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Professional Services Agreement No. 4131 with A & A Fleet Painting, Inc. (A & A Fleet), to extend the completion date for one year (1-year), for Bus Graphics Decal Replacement Services; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related, action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPR VED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta	Tamayo	

23. APPROVE AGREEMENT NO. 4300 WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH FOR PUBLIC HEALTH SERVICES (PH-0056)

RECOMMENDATION: It is recommended that the City Council

1. Authorize the City Manager to execute Agreement No. 43 with the Los Angeles County Department of Public Health for Public Health Services (H 005641); and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta	Tamayo	

24. APPROVAL OF MINUTES: MARCH 26, 2025, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta	Tamayo	

25. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-23 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 09, 2025

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 25-23 approving the Warrant Register dated April 09, 2025.

Mayor Pro Tem Tamayo motioned, seconded by Councilmember Alonzo, to approve the item; the motion passed by the following vote:

MOVED: Tamayo	SECONDED: Alonzo	APPROVED: 4-0-0-1
AYES: Tamayo, Alonzo, Romero, Melendez		
NOES: None		
ABSTAIN: None		
ABSENT: Peralta	Tamayo	

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

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

None.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items

- **Georgina Tamayo, Mayor Pro Tem**

1. I would like to seek consensus to include the Montebello sports organizations as part of the CDBG funding.

City Manager Alvarez suggested evaluating available funding options and stated he would follow up with information. Consensus was received.

- **Scarlet Peralta, Councilmember**

- **Ric Alonzo, Councilmember**

1. Request for more citywide events to take place in South Montebello
2. Announcement of the winner of the Art Scholarship

Councilmember Alonzo requested Council consensus to hold more citywide events in South Montebello, to ensure events are distributed throughout the entire city.

Mayor Melendez asked if the request was to host the remaining events of the year, specifically in the southern area.

City Manager Alvarez responded that the event schedule for this year has already been set, but suggested considering South Montebello for future events.

- Danielle Romero, Councilmember
- Salvador Melendez, Mayor

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 14, 2025, at 6:00 a.m.**, which can be live-streamed at <https://www.montebelloca.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda was posted on or before **Sunday, April 6, 2025, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Melendez acknowledged the Montebello Police Department for participating in the Baker to Vegas Run. Mayor Melendez adjourned the meeting 8:44 p.m.

THE MINUTES OF APRIL 9, 2025, ARE APPROVED AND ADOPTED ON THIS 11TH DAY OF JUNE 2025.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

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

- CITY OF MONTEBELLO FORECASTED AGENDA

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

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

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

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

Opposed ☐ In Support ☐ Neutral ☐ TOPIC: Closed Session

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Will Cervera **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 2



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 04-09-2025 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosa Tamayo **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: 4/9/25 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: PAUL HURTADO **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MARGIE DUARTE **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: TILA GREGORIAN **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: LINDA NICKLAS **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

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

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

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

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

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

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Bill Fiolisso **PHONE:** _____ (Optional)

ADDRESS: 5044 Montebello (Optional)

ORGANIZATION REPRESENTED: Councilman Alzome

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

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

CITY OF MONTEBELLO

Request No. 9



SPEAKER CARD

Please Note:

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

TYPE OF COMMENT:

Closed Session ☐

~~Non-Agenda Item~~ ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

4/9/25

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Theresa Lopez or Randell Alviso on her behalf

PHONE: _____

(Optional)

ADDRESS: District 3

(Optional)

ORGANIZATION REPRESENTED: Community Alliance for Healthy Outdoor Spaces

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐

Language: _____

RECEIVED BY STAFF: _____

[Versión en Español]

Buenas noches, Alcalde Salvador Melendez, honorables miembros del Concejo Municipal y personal de la ciudad,

Mi nombre es Teresa López. Soy una orgullosa residente de Montebello y fundadora de *Hearts of Compassion* y *Unidos Montebello*. Gracias por darme la oportunidad de hablar.

Quiero comenzar agradeciendo a la Alianza Comunitaria por Espacios Exteriores Saludables —CAHOS— por la presentación educativa del 26 de febrero. Me siento orgullosa de ser parte de esta coalición que protege la salud pública.

Apoyo firmemente las protecciones contra el humo en áreas al aire libre y les pido que aprueben una ordenanza que haga nuestros espacios públicos más seguros y saludables.

Como persona con asma, el humo de segunda mano me afecta profundamente. Cuando estoy con mi familia en el parque o en eventos de la ciudad, muchas veces tengo que irme antes por el humo. Amo bailar en el *Montebello Night Market* —*bailar es mi alegría*— pero cuando hay humo, mis pulmones se cierran, me cuesta respirar, y tengo que irme a casa.

Eso no es justo. *Nadie debería sufrir por querer disfrutar de su ciudad*. Todos merecemos disfrutar de los parques y eventos sin poner en riesgo nuestra salud.

Por favor, den este paso. Ayúdenos a construir una ciudad donde el aire limpio sea un derecho para todos.

Gracias.

A handwritten signature in black ink, appearing to read 'Teresa Lopez', with a long, sweeping flourish extending to the right.

Teresa Lopez

[English Version]

Good evening Mayor Salvador Melendez, honorable City Council Members, and City Staff,

My name is Teresa Lopez. I'm a proud Montebello resident and the founder of *Hearts of Compassion* and *Unidos Montebello*. Thank you for the opportunity to speak.

I want to start by thanking the Community Alliance for Healthy Outdoor Spaces—CAHOS—for the educational presentation on February 26th. I'm proud to be part of this coalition and its efforts to protect public health.

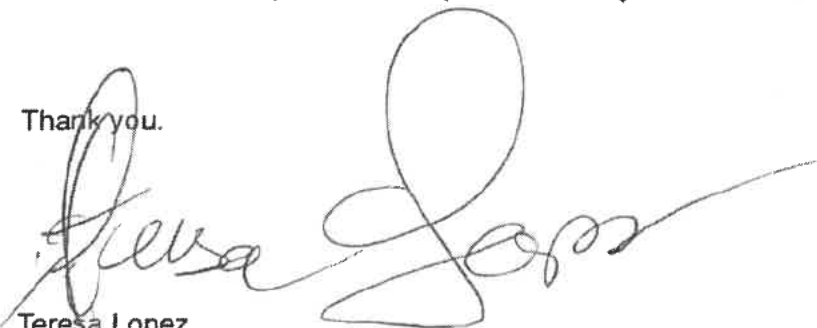
I strongly support smokefree protections in outdoor areas, and I urge the Council to pass an ordinance to make our public spaces safer and healthier for everyone.

As someone with asthma, secondhand smoke deeply affects me. When I'm at the park with my family or enjoying city events, I often have to cut my time short because of smoke exposure. One of my favorite things is dancing at the Montebello Night Market—*bailar es mi alegría*—but when there's smoke in the air, my lungs tighten, and I struggle to breathe. Sometimes I can't even stand, and I'm forced to go home.

That's not fair—not to me, and not to others in our community who deal with similar health issues. *No one should suffer because they want to enjoy their city.* Everyone should be able to enjoy Montebello's parks and events without risking their health.

Please take this step forward. Help us build a city where clean air is guaranteed for all.

Thank you.


Teresa Lopez



ITEM # 30

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 25-41 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED JUNE 11, 2025**

RESOLUTION NO 25-41
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.1594, consisting of 6 pages, and including:

Warrant No.

General: Check No. 607156 through 607286
ACH No. 8547 through 8592
Successor Agency: Check No. 1534 through 1534

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 11th OF JUNE 2025.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 25-41

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. 25-41 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 11th day of June 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. 1594
From Payment Date 05/16/25 - To Payment Date 05/29/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8547	05/22/2025	\$17,345.65	CONTRACT SERVICES	4773	A&D SIGNS CORP
8548	05/22/2025	\$3,578.90	VEHICLE MAINTENANCE/EXPENSES	269	ADVANCED ELECTRONICS SOLUTIONS INC
8549	05/22/2025	\$4,894.58	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8550	05/22/2025	\$420.00	CONTRACT SERVICES	2365	LETICIA TORRES
8551	05/22/2025	\$121,791.06	CONTRACT SERVICES	3016	ANTARES GOLF LLC
8552	05/22/2025	\$259.00	TRAVEL & MEETINGS	4875	MONICA BROWN
8553	05/22/2025	\$2,591.84	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8554	05/22/2025	\$403.26	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
8555	05/22/2025	\$2,533.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ DBA RAPID LEGAL CENTER
8556	05/22/2025	\$15.22	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
8557	05/22/2025	\$34.00	CONTRACT SERVICES	23660	DAIOHS USA
8558	05/22/2025	\$3,780.00	CONTRACT SERVICES	71920	TOYETTA L BEUKES APNC
8559	05/22/2025	\$1,769.68	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
8560	05/22/2025	\$43,554.79	CONTRACT SERVICES	2793	IBE DIGITAL
8561	05/22/2025	\$12,995.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
8562	05/22/2025	\$978.49	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
8563	05/22/2025	\$77.24	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
8564	05/22/2025	\$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
8565	05/22/2025	\$93,678.79	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8566	05/22/2025	\$717.59	SUPPLIES	1120	BLUETRITON BRANDS INC
8567	05/22/2025	\$321.99	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8568	05/22/2025	\$112.71	SUPPLIES	3088	WAXIE SANITARY SUPPLY
8569	05/29/2025	\$2,320.33	FRINGE BENEFITS	58990	VISION SERVICE PLAN
8570	05/29/2025	\$2,155.03	RETIREMENT	58990	VISION SERVICE PLAN
8571	05/29/2025	\$518.80	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
8572	05/29/2025	\$5,137.64	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
8573	05/29/2025	\$8,180.95	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
8574	05/29/2025	\$1,911.87	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
8575	05/29/2025	\$9,031.29	CONTRACT SERVICES	2624	CRAFCO INC
8576	05/29/2025	\$34,170.26	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
8577	05/29/2025	\$1,435,692.99	CONTRACT SERVICES	24820	HARDY & HARPER INC
8578	05/29/2025	\$51,260.50	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC



City of Montebello
Register of Demands No. 1594
From Payment Date 05/16/25 - To Payment Date 05/29/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
8579	05/29/2025	\$4,500.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
8580	05/29/2025	\$285.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
8581	05/29/2025	\$6,745.87	ADVERTISING/PRINTING SERVICES	4162	MCGREGOR SHOTT, INC.
8582	05/29/2025	\$853.00	CONTRACT SERVICES	19250	N/S CORPORATION
8583	05/29/2025	\$30,442.81	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
8584	05/29/2025	\$571.46	TRAVEL & MEETINGS	3114	SCARLET PERALTA
8585	05/29/2025	\$13,205.14	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
8586	05/29/2025	\$2,467.75	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
8587	05/29/2025	\$140.34	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
8588	05/29/2025	\$3,510.00	MACHINERY & EQUIPMENTS	217	TRACKIT LLC
8589	05/29/2025	\$1,312.50	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
8590	05/29/2025	\$318.24	SUPPLIES	3088	WAXIE SANITARY SUPPLY
8591	05/29/2025	\$500.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
8592	05/29/2025	\$1,020.00	ADVERTISING/PRINTING SERVICES	328	WRITER ANNE COMMUNICATIONS
	ACH TOTAL	\$1,928,957.56			
607156	05/22/2025	\$225.00	CONTRACT SERVICES	1674	1st JON INC
607157	05/22/2025	\$32,340.00	CONTRACT SERVICES	4776	ADMINSURE INC
607158	05/22/2025	\$692.33	VEHICLE MAINTENANCE/EXPENSES	113	ALACO LADDER COMPANY
607159	05/22/2025	\$2,253.05	UTILITY SERVICES	38380	AT&T
607160	05/22/2025	\$305.44	UTILITY SERVICES	39550	AT&T
607161	05/22/2025	\$41.76	UTILITY SERVICES	39550	AT&T
607162	05/22/2025	\$4,019.43	UTILITY SERVICES	1732	AT&T CORP
607163	05/22/2025	\$4,042.63	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
607164	05/22/2025	\$840.00	CONTRACT SERVICES	4898	LEROY BATES DBA GOLF JUNKYZ LLC
607165	05/22/2025	\$500.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
607166	05/22/2025	\$989.00	PUBLIC SAFETY	5007	MIGUEL BONILLA
607167	05/22/2025	\$128,046.00	CONTRACT SERVICES	4831	BOWMAN CONSULTING GROUP LTD
607168	05/22/2025	\$846.45	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
607169	05/22/2025	\$55.75	CONTRACT SERVICES	5005	CLARISSA CERDA
607170	05/22/2025	\$2,969.36	SUPPLIES	1294	CINTAS CORPORATION NO 2
607171	05/22/2025	\$730.16	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
607172	05/22/2025	\$6,000.00	TRAINING	696	CITY OF LOS ANGELES



City of Montebello
Register of Demands No. 1594
From Payment Date 05/16/25 - To Payment Date 05/29/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
607173	05/22/2025	\$130.03	UTILITY SERVICES	4829	DISH NETWORK LLC
607174	05/22/2025	\$4,029.85	CONTRACT SERVICES	4901	DIXIE DIESEL & ELECTRIC INC
607175	05/22/2025	\$150.00	CONTRACT SERVICES	5004	EDITH D. ARIAS DBA GROW WELLNESS PRACTICE
607176	05/22/2025	\$103.38	TRAINING	4248	BEATRIZ ESPINOZA
607177	05/22/2025	\$1,440.00	VEHICLE MAINTENANCE/EXPENSES	3823	EUROFINS TESTOIL, INC.
607178	05/22/2025	\$1,600.09	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
607179	05/22/2025	\$173.00	CONTRACTORS	4970	FREEDOM FOREVER LLC
607180	05/22/2025	\$601.25	CONTRACT SERVICES	4365	ANDREW ARTHUR GARCIA
607181	05/22/2025	\$2,525.56	CONTRACT SERVICES	4694	CRISTINA GARCIA
607182	05/22/2025	\$1,284.47	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
607183	05/22/2025	\$51.87	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
607184	05/22/2025	\$164.95	VEHICLE MAINTENANCE/EXPENSES	75590	ALHAMBRA MOTOR
607185	05/22/2025	\$79.75	PERMITS AND FEES	5008	LAURIE HERNANDEZ
607186	05/22/2025	\$12,693.11	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
607187	05/22/2025	\$1,980.00	VEHICLE MAINTENANCE/EXPENSES	3192	FRICTION MATERIALS OF LONG BEACH
607188	05/22/2025	\$49,960.00	CONTRACT SERVICES	4525	INFRASTRUCUTRE ENGINEERS, A BOWMAN COMPANY
607189	05/22/2025	\$1,774.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
607190	05/22/2025	\$3,998.70	MACHINERY & EQUIPMENTS	4765	JCB SOUTHERN CALIFORNIA, LLC
607191	05/22/2025	\$815.00	CONTRACT SERVICES	109	LEAD TECH ENVIRONMENTAL
607192	05/22/2025	\$530.00	GENERAL GOVERNMENT	1880	MARIA MARTINEZ
607193	05/22/2025	\$167.04	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
607194	05/22/2025	\$33,881.60	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
607195	05/22/2025	\$498.94	VEHICLE MAINTENANCE/EXPENSES	1461	MODEL 1 COMMERCIAL VEHICLES INC
607196	05/22/2025	\$4,562.08	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
607197	05/22/2025	\$50.00	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
607198	05/22/2025	\$18,960.50	IMPROVEMENTS OTHER THAN BUILDING	4272	PSOMAS
607199	05/22/2025	\$1,000.00	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
607200	05/22/2025	\$4,116.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
607201	05/22/2025	\$300.00	CONTRACT SERVICES	1681	JAIME RODRIGUEZ
607202	05/22/2025	\$3,822.93	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607203	05/22/2025	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
607204	05/22/2025	\$6,272.26	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607205	05/22/2025	\$16,983.01	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
607206	05/22/2025	\$750.00	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED



City of Montebello
Register of Demands No. 1594
From Payment Date 05/16/25 - To Payment Date 05/29/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
607207	05/22/2025	\$5,750.00	CONTRACT SERVICES	4925	SOUTHSTAR ENGINEERING & CONSULTING INC
607208	05/22/2025	\$782.04	CONTRACT SERVICES	4157	STRUMWASSER & WOOCHEER, LLP
607209	05/22/2025	\$1,008.29	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607210	05/22/2025	\$3,637.50	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
607211	05/22/2025	\$3,221.09	PREPAID EXPENSES	3866	THE HABIT RESTAURANTS LLC
607212	05/22/2025	\$27,944.90	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
607213	05/22/2025	\$45,603.36	CONTRACT SERVICES	4924	TRAFFIC LOGIX CORPORTATION
607214	05/22/2025	\$53,321.00	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
607215	05/22/2025	\$636.13	SUPPLIES	45120	ULINE INC
607216	05/22/2025	\$1,610.00	MAIL/ POSTAL EXPENSE	910	UNITED STATES POSTAL SERVICES
607217	05/22/2025	\$3,148.27	UTILITY SERVICES	72570	US TELEPACIFIC CORP
607218	05/22/2025	\$324.00	CONTRACT SERVICES	4934	FRANK VACCARO
607219	05/22/2025	\$828.75	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607220	05/22/2025	\$1,827.00	CONTRACT SERVICES	51770	WILLDAN FINANCIAL SERVICES
607221	05/22/2025	\$468.88	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
607222	05/22/2025	\$140.00	POLICE RELATED FEES	4678	NATALIE R ESTRADA
607223	05/22/2025	\$50.00	SALARIES	4988	JOSHUA ULLOA
607224	05/29/2025	\$600.00	CONTRACT SERVICES	4409	AKEBIA INVESTMENTS LLC
607225	05/29/2025	\$581.79	SUPPLIES	37900	AMERICAN SOCCER COMPANY INC
607226	05/29/2025	\$8,195.18	UTILITY SERVICES	39550	AT&T
607227	05/29/2025	\$61.06	UTILITY SERVICES	39550	AT&T
607228	05/29/2025	\$646.60	SUPPLIES	1529	ATHANS ICE HOUSE
607229	05/29/2025	\$2,200.00	CONTRACT SERVICES	3644	GRACE CHANG
607230	05/29/2025	\$1,890.00	CONTRACT SERVICES	3644	GRACE CHANG
607231	05/29/2025	\$128.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
607232	05/29/2025	\$2,141.10	TRAINING	1294	CINTAS CORPORATION NO 2
607233	05/29/2025	\$13,684.70	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
607234	05/29/2025	\$4,293.78	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
607235	05/29/2025	\$160.00	CONTRACT SERVICES	8440	MARCOS CUELLAR
607236	05/29/2025	\$7,246.53	VEHICLE MAINTENANCE/EXPENSES	4419	DARTCO TRANSMISSION SALES & SERVICES INC
607237	05/29/2025	\$4,512.64	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
607238	05/29/2025	\$8,500.00	CONTRACT SERVICES	4956	E GALLO INC
607239	05/29/2025	\$3,199.00	SUPPLIES	4175	FESTIVAL FUN PARKS
607240	05/29/2025	\$4,936.79	CONTRACT SERVICES	4252	FIRST ARRIVING IO INC



City of Montebello
Register of Demands No. 1594
From Payment Date 05/16/25 - To Payment Date 05/29/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
607241	05/29/2025	\$4,759.42	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
607242	05/29/2025	\$1,251.77	UNIFORM EXPENSE	55650	GALLS LLC
607243	05/29/2025	\$5,783.00	CONTRACT SERVICES	3213	GEO-COMM INC
607244	05/29/2025	\$4,499.56	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
607245	05/29/2025	\$3,723.86	MACHINERY & EQUIPMENTS	4887	GORLITZ SEWER AND DRAIN INC
607246	05/29/2025	\$1,485.61	SUPPLIES	2059	HASA INC
607247	05/29/2025	\$9,156.68	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
607248	05/29/2025	\$402.00	VEHICLE MAINTENANCE/EXPENSES	3192	FRICTION MATERIALS OF LONG BEACH
607249	05/29/2025	\$650.00	CONTRACT SERVICES	2942	JAIIROS PLUMBING INC
607250	05/29/2025	\$485.00	CONTRACT SERVICES	4198	KEEN LOS ANGELES
607251	05/29/2025	\$11,838.00	CONTRACT SERVICES	3716	KOA CORPORATION
607252	05/29/2025	\$1,964.86	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
607253	05/29/2025	\$703.29	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
607254	05/29/2025	\$300.00	DUES & SUBSCRIPTIONS	56630	LACPCA
607255	05/29/2025	\$382.48	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
607256	05/29/2025	\$16,727.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
607257	05/29/2025	\$96.00	UTILITY SERVICES	1627	MARCOM COMMUNICATIONS SYSTEMS
607258	05/29/2025	\$95.00	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA DBA MZ AUTO GLASS
607259	05/29/2025	\$354.00	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
607260	05/29/2025	\$1,750.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
607261	05/29/2025	\$2,100.00	CONTRACT SERVICES	4010	NESHAMA 456 LLC
607262	05/29/2025	\$2,595.00	CONTRACT SERVICES	4010	NESHAMA 456 LLC
607263	05/29/2025	\$3,000.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
607264	05/29/2025	\$9,076.46	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
607265	05/29/2025	\$1,333.11	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
607266	05/29/2025	\$80.00	TRAVEL & MEETINGS	34990	SAN GABRIEL VALLEY CITY MANAGERS ASSOC
607267	05/29/2025	\$904.88	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
607268	05/29/2025	\$4,178.89	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
607269	05/29/2025	\$420.00	CONTRACT SERVICES	3201	SIMPLY BACKFLOW INC
607270	05/29/2025	\$1,000.00	DUES & SUBSCRIPTIONS	4413	SOUTHEAST POLICE CHIEFS GROUP
607271	05/29/2025	\$22,900.07	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
607272	05/29/2025	\$479.11	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
607273	05/29/2025	\$557.44	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
607274	05/29/2025	\$850.00	CONTRACT SERVICES	4520	STARBIANO LLC



City of Montebello
Register of Demands No. 1594
From Payment Date 05/16/25 - To Payment Date 05/29/25

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
607275	05/29/2025	\$14,790.02	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
607276	05/29/2025	\$375.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
607277	05/29/2025	\$5,206.47	VEHICLE MAINTENANCE/EXPENSES	4961	TRI-STATE PUBLIC SAFETY LLC
607278	05/29/2025	\$76,627.52	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP DBA ALLIED UNIVERSAL
607279	05/29/2025	\$737.75	UTILITY SERVICES	23610	VERIZON WIRELESS
607280	05/29/2025	\$28,083.85	CONTRACT SERVICES	4841	VOLTAIRE ENGINEERING INC
607281	05/29/2025	\$1,726.12	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
607282	05/29/2025	\$2,713.77	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
607283	05/29/2025	\$945.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
607284	05/29/2025	\$380.32	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
607285	05/29/2025	\$8,882.00	MACHINERY & EQUIPMENTS	4241	ZOHO CORPORATION
607286	05/29/2025	\$15,680.38	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
	CHECK TOTAL	\$847,040.77			
1534	05/22/2025	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	SUCCESSOR TOTAL	\$2,255.00			
	GRAND TOTAL	\$2,778,253.33			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

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



City Council Forecasted Agenda Calendar - June

June 25th- Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David Sosnowski
	Adoption of FY 2025-26 Budget	Regular Business	Finance	Michael Solorza
	2nd Reading and Adoption of Ordinance No. 2480 for the Fire Hazard Severity Zones	Consent	Fire	Chief Pelaez
	Award Agreement No. XX to Placer Labs, Inc.	Consent	Planning	Joseph Palombi
	Minutes	Consent.	Admin	Kimberly Guillen
	Reso No. ____ Warrant Register	Consent.	Finance	Michael Solorza